CITY MANAGER'S REPORT JUNE 8, 2020 CITY COUNCIL REGULAR MEETING

ITEM:APPROVAL OF A LARGE LOT FINAL MAP AND
SUBDIVISION IMPROVEMENT AGREEMENT FOR 20
NON-BUILDABLE PARCELS (TRACT 4032) WITHIN
LAKESIDE WEST DISTRICT OF RIVER ISLANDSRECOMMENDATION:Adopt Resolution Approving a Large Lot Final Map for
Tract 4032 within Lakeside West District, Totaling
20 Non-Buildable Parcels, a Subdivision
Improvement Agreement with River Islands Stage
2B, LLC and Abandonment of a Portion of Paradise
Road and Cohen Road

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, which included a Neighborhood Design Plan (NDP), Architectural Guidelines, Design Standards (AG/DS) and Parks Master Plan for the East Village neighborhood located west of the Community South River Bend (CSRB) neighborhood, by Resolution No. 15-3912 and an Amendment to the West Lathrop Specific Plan and River Islands Urban Design Concept by Ordinance No. 15-344.

On October 2018, The Community Development Director approved a Finding of Substantial Conformance for the Stage 2B sub-planning area. This allowed minor changes in the land use pattern for VTM 3694 at River Islands Development, LLC's request. The City Planning Commission will be considering approval of an NDP for the Lakeside West District and an AG/DS document for the Lakeside West District. Approval of these plans are required before a small lot final map can be subsequently approved as a result of the Tract 4032 large lot map.

Tract 4032 (Attachment "B") is a large lot final map consistent with conditions of approval for VTM 3694. This large lot final map will create large "blocks" of land that are consistent with future proposed small lot final maps associated with the Lakeside West planning District. This will provide River Islands Stage 2B, LLC ("River Islands"), the ability to process small lot final maps in an orderly fashion where one small map does not depend on another. This provides River Islands with greater flexibility in the order in which they sell neighborhoods within Lakeside West District. The City approved Tract 3876, a large lot final map for the East Village District and Tract 3908, a large lot final map for the Lakeside East District (Stage 2A) for the same purpose.

In April of this year, the Council approved an amendment to the adopted Preliminary Development Plan (PDP) for the Stage 2B area, which reflects the lots that can be developed in Phase 1 of River Islands versus Phase 2. Since a large lot map creates unbuildable lots, the large lot map will divide both districts of Stage 2B (Lakeside West – Phase 1 and Old River – Phase 2 (Attachment "C").

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Large lot final map 4032 includes both the Lakeside West and Old River Districts which are entirely within the physical limits of VTM 3694, but the Old River District exceeds the total number of lots allowed within VTM 3694. For that reason, nonbuildable large lot parcels 12, 14, 15, 16, 17 and 19 within the Old River District cannot be further subdivided into buildable parcels until the Phase 2 entitlements (specifically CEQA project level review) is approved by City Council. The Lakeside West District portion can be developed with small lot maps at this time.

Security for the unfinished portion of River Islands Parkway from the Stage 2A boundary to its terminus at Paradise Road is required for this tract, since this section of River Islands Parkway will be required to be dedicated to the City and provide access to the proposed parcels. Security will also be necessary for Walera Drive, Irish Meadow Way and Bellaterra Drive, the collector roads in Stage 2B that will provide access to many of the proposed parcels created with Tract 4032; all proposed parcels will need access from a public street in accordance with the Subdivision Ordinance and River Islands Parkway and the collector roads will be necessary for this access. The balance of public improvements associated with the Lakeside West District will be dedicated and guaranteed with each small lot final map recorded in the future. The Subdivision Improvement Agreement (Attachment "D") associated with Tract 4032 is focused on the guarantee of this portion of River Islands Parkway and the collector roads as a result.

A portion of Paradise Road and Cohen Road within Tract 4032 are being replaced with River Islands Parkway. River Islands Parkway is dedicated on this map and its construction is guaranteed with the SIA, and so these portions of Paradise Road and Cohen Road are being abandoned on the Tract 4032 map.

Staff recommends that the City Council approve the proposed Final Map Tract 4032 as a large lot final map and the related Subdivision Improvement Agreement.

BACKGROUND:

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015, with updated conditions of approval. Further entitlements specific to the Stage 2A (Lakeside East District) planning area are proposed for Planning Commission Tract 3874 as proposed by River Islands Stage 2B, LLC, as the subdivider, complies with the most current conditions of approval.

A revised PDP was approved by the Council in March of this year. The PDP sets the boundary between those units that can be developed in Phase 1 of the project and those that will need further project level approvals with Phase 2. The PDP also shows the proposed circulation (streets) and open space area for Stage 2B.

An NDP and AG/DS will be pending Planning Commission approval and are required to be finalized prior to the approval of a small lot final map in Stage 2B.

CITY MANAGER'S REPORT Page 3 JUNE 8, 2020 CITY COUNCIL REGULAR MEETING FINAL MAP FOR TRACT 4032 TOTALING 20 PARCELS FOR THE LAKESIDE WEST DISTRICT

All subdivision maps are required by the City's subdivision ordinance to include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements. Tract 4032 also has an associated SIA for the guarantee of unfinished portions of River Islands Parkway, Walera Drive, Irish Meadow Way and Bellaterra Drive. A maintenance bond or similar guarantee will be required for these streets the future when they are accepted by the City. Prior to the recordation of the Tract 4032 Final Map, River Islands must also satisfy the Escrow Instructions (Attachment "E") that guarantee all required fees are paid prior to closing.

REASON FOR RECOMMENDATION:

The applicant and the City mutually agree that a large lot subdivision map for each new district within the River Islands project is beneficial, since it allows for the orderly recordation of small lot final maps that create buildable lots in the future. Since River Islands does not know which tracts (villages) with the Lakeside West District will record first, the large lot map allows for a small lot final map to be recorded in any order, with proper performance guarantees and security and any easements necessary for access. As stated, all final maps that create buildable lots will require an SIA and will require security for unfinished and/or deferred improvements associated with each tract/village. River Islands has also completed the following required items necessary for approval:

	Documents	Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4032	Completed
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4032	Completed
5.	Street Improvement, Landscape Plans	Completed
6.	Street Light, Joint Trench Plans	Completed
7.	Geotechnical Report	Completed
8.	2013 Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
9.	Submitted Certificate of Insurance	Completed
10.	Submitted Preliminary Guarantee of Title	Completed
11.	Escrow Instructions	Completed
	Fees	Status
1.	Final Map plan check fee	Paid

CITY MANAGER'S REPORT Page 4 JUNE 8, 2020 CITY COUNCIL REGULAR MEETING FINAL MAP FOR TRACT 4032 TOTALING 20 PARCELS FOR THE LAKESIDE WEST DISTRICT

2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	N/A

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.

Large lot Final Map 4032 includes both the Lakeside West and Old River Districts which are entirely within the physical limits of VTM 3694, but the Old River District exceeds the total number of lots allowed within VTM 3694. For that reason, non-buildable large lot parcels 12, 14, 15, 16, 17 and 19 within the Old River District cannot be further subdivided into buildable parcels until the Phase 2 entitlements (specifically CEQA project level review) is approved by City Council. The Lakeside West District portion can be developed with small lot maps at this time. However, an NDP and AG/DS are pending Planning Commission approval and are required to be finalized prior to the approval of a small lot final map in Stage 2B.

Extensive off-site improvements to serve Lakeside West District (Stage 2B) 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, the purchase of SSJID surface water and construction of utility and roadway infrastructure to serve the proposed development area.

A portion of Paradise Road and Cohen Road within Tract 4032 are being replaced with River Islands Parkway. River Islands Parkway is dedicated on this map and its construction is guaranteed with the SIA, and so these portions of Paradise Road and Cohen Road are being abandoned on the Tract 4032 map. A quitclaim deed for these portions of roadways to be abandoned is included as Attachment "F".

Before the Tract 4032 Final Map is recorded, River Islands must also satisfy the Escrow Instructions.

BUDGET IMPACT:

There is no budget impact to the City. All City costs are covered by development fees, and any shortfalls in City maintenance and operating costs are covered by the CFD's for maintenance. River Islands is also providing funds necessary to defray any staff time required to process their request.

CITY MANAGER'S REPORT Page 5 JUNE 8, 2020 CITY COUNCIL REGULAR MEETING FINAL MAP FOR TRACT 4032 TOTALING 20 PARCELS FOR THE LAKESIDE WEST DISTRICT

ATTACHMENTS:

- A. Resolution Approving a Large Lot Final Map for Tract 4032 within Lakeside West District, Totaling 20 Non-Buildable Parcels, a Subdivision Improvement Agreement with River Islands Stage 2B, LLC and Abandonment of a Portion of Paradise Road and Cohen Road
- B. Large Lot Final Map for Tract 4032
- C. Stage 2B District Map
- D. Subdivision Improvement Agreement for Tract 4032
- E. Escrow Instructions for Final Map Tract 4032
- F. Quitclaim deed for portions of Paradise Road and Cohen Road as shown on Tract 4032

CITY MANAGER'S REPORT Page 6 JUNE 8, 2020 CITY COUNCIL REGULAR MEETING FINAL MAP FOR TRACT 4032 TOTALING 20 PARCELS FOR THE LAKESIDE WEST DISTRICT

APPROVALS:

5-27-2020 FOR Brad Taylor Date Associate Engineer 5-27-2020 Michael Kind Date **Director of Public Works** \checkmark 5-27-2020 FOR Glenn Gebhardt Date **City Eggineer** -29-2020 Cari James Date Finance/& Administrative Services Director بر المراجع 5/28/2020 Salvador Navarrete Date **City Attorney** 6.3.2020

Stephen J. Salvatore City Manager

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A LARGE LOT FINAL MAP FOR TRACT 4032 WITHIN LAKESIDE WEST DISTRICT, TOTALING 20 NON-BUILDABLE PARCELS, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2B, LLC AND ABANDONMENT OF A PORTION OF PARADISE ROAD AND COHEN ROAD

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

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

WHEREAS, On April 13, 2020, the City Council approved an amendment to the Stage 2B Preliminary Development Plan (PDP) that shows the proposed lot program for both districts of Stage 2B; and

WHEREAS, Tract 4032, the proposed subdivision would create 20 nonbuildable lots covered by the Stage 2B area of VTM No. 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

WHEREAS, River Islands Stage 2B, LLC, has completed or has guaranteed completion of public improvements for a portion of River Islands Parkway from the Stage 2A boundary to its terminus and for proposed Orchid Ranch Road, a collector street in Stage 2B, with both roads required for access to proposed lots within Tract Map 4032, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees; and

WHEREAS, a Subdivision Improvement Agreement between the City and River Islands Stage 2B, LLC, and provision of security by River Islands Stage 2B, LLC, for unfinished and deferred improvements for River Islands Parkway, Walera Drive, Irish Meadow Way and Bellaterra Drive 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 Stage 2B, LLC, and presented to the City for approval and signature; and

WHEREAS, upon acceptance of all improvements as complete, a one-year maintenance and repair bond will be required to secure the River Islands Stage 2B, LLC, obligation to maintain all improvements and repair or correct any defective work; and

WHEREAS, large lot final map 4032 does not create buildable lots; it only configures them for future subdivisions and creates the backbone circulation elements (streets) for the planning area; and

WHEREAS, the large lot final map 4032 includes both the Lakeside West and Old River Districts which are entirely within the physical limits of VTM 3694, but the Old River District exceeds the total number of lots allowed within VTM 3694, and for that reason, non-buildable large lot parcels 12, 14, 15, 16, 17 and 19 within the Old River District cannot be further subdivided into buildable parcels until the Phase 2 entitlements (specifically CEQA project level review) is approved by City Council; and

WHEREAS, the proposed Neighborhood Design Plan and Architectural Guidelines/Design Standards must be approved concurrently or before the filing of the first small lot map in Lakeside West; and

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

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

WHEREAS, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 4032 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 4032 is in conformance with VTM No. 3694, is technically correct and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

WHEREAS, portions of Paradise Road and Cohen Road within Tract 4032 are being replaced with River Islands Parkway which is dedicated on this map and whose construction is guaranteed with the SIA, and so these portions of Paradise Road and Cohen Road are being abandoned on the Tract 4032 map; and

WHEREAS, River Islands Stage 2B, LLC, will satisfy the escrow requirements prior to recordation of the Final Map for Tract 4032; and

WHEREAS, Agricultural Mitigation Fees (Sierra Club Fees) are not required to be paid with Tract 4032, since it will not result in buildable lots; 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 Clerk is authorized to execute Large Lot Final Map for Tract 4032 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 is authorized to execute a quitclaim deed for portions of Paradise Road and Cohen Road.

3. That the City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development in substantially the form as attached to the June 8, 2020 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 8th day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

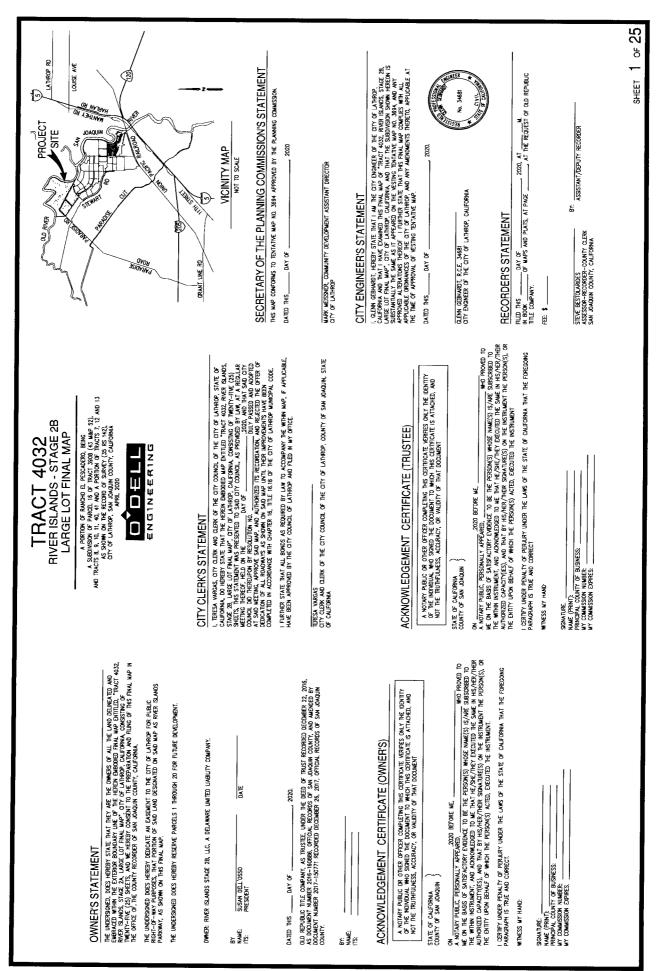
Sonny Dhaliwal, Mayor

ATTEST:

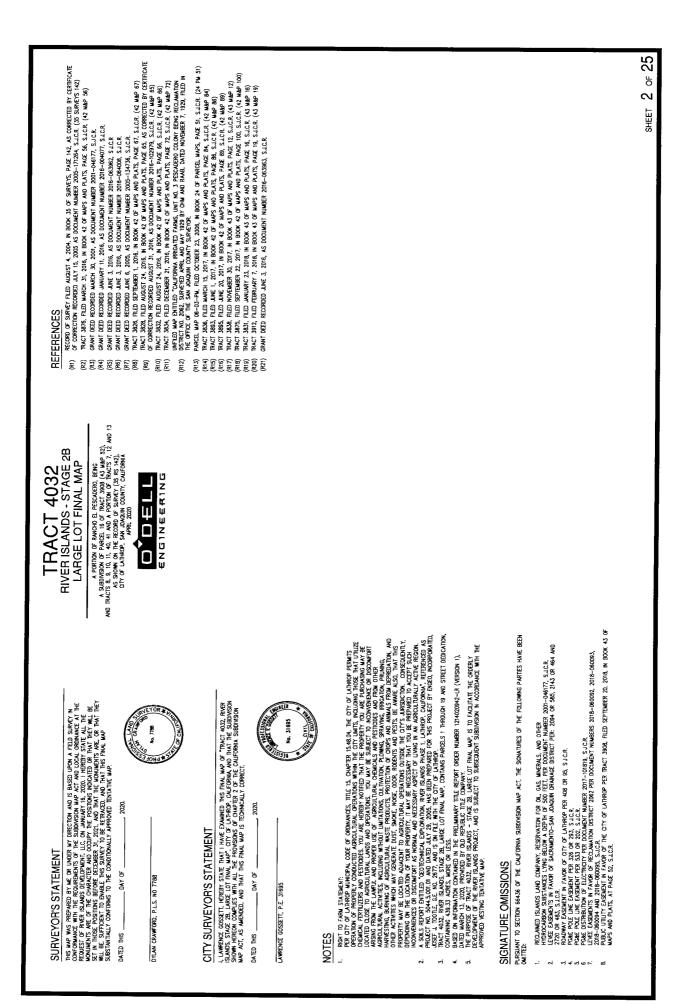
APPROVED AS TO FORM:

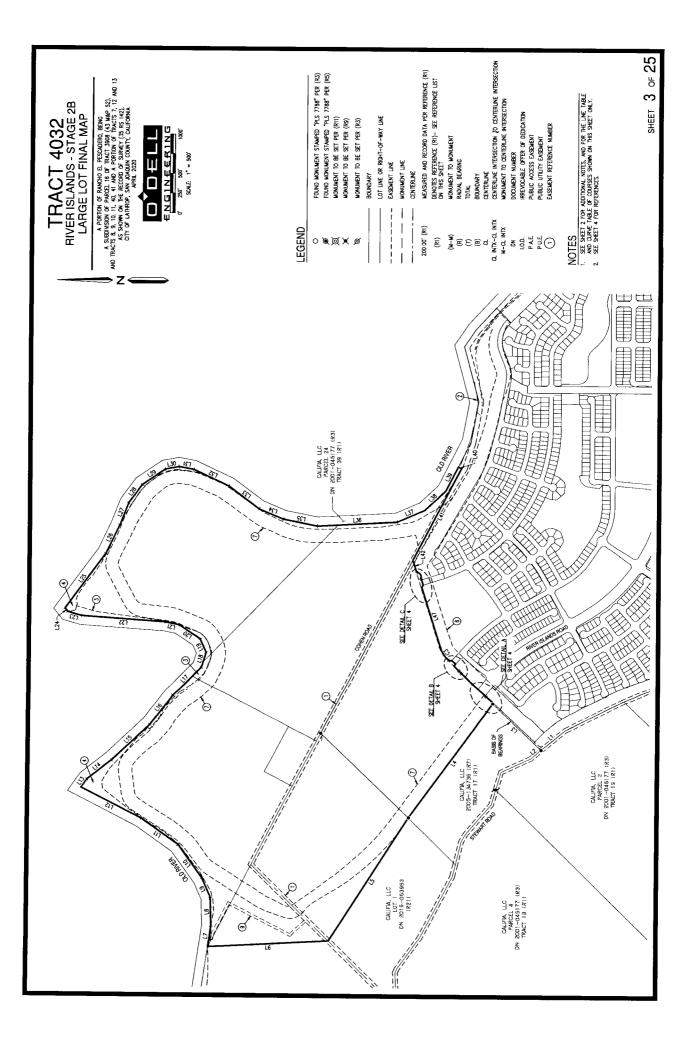
Teresa Vargas, City Clerk

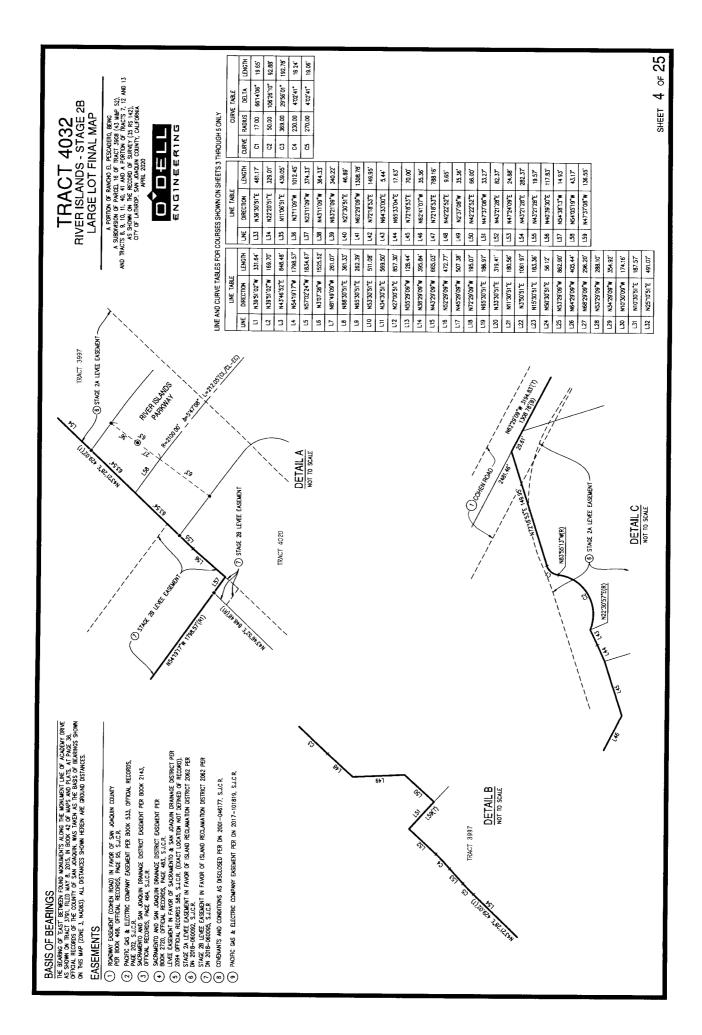
Salvador Navarrete, City Attorney

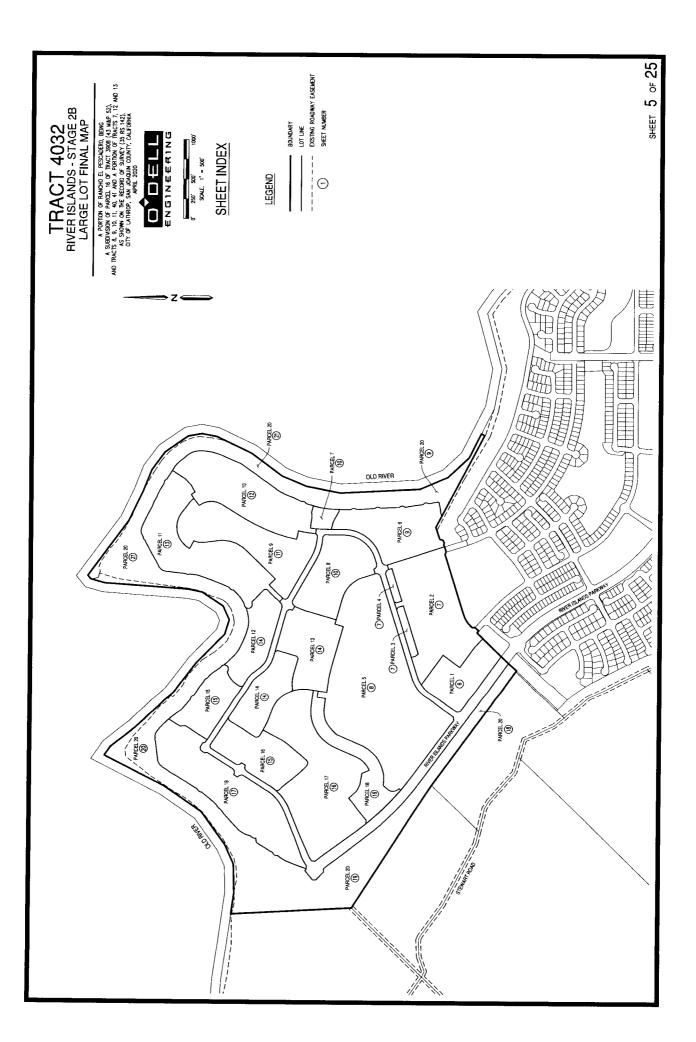


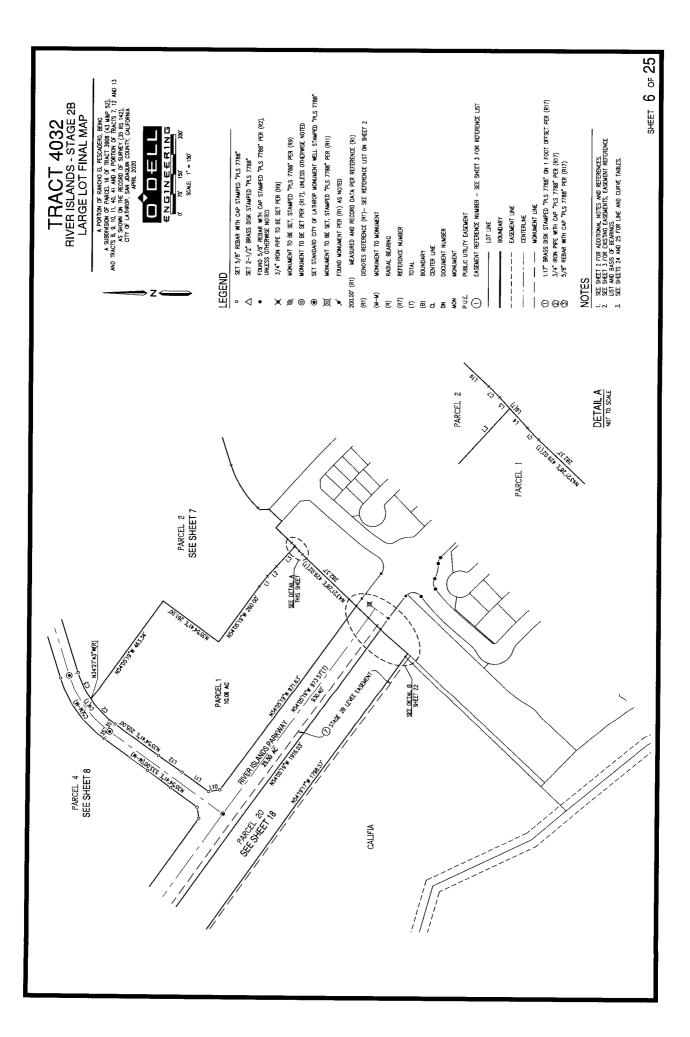
Attachment B

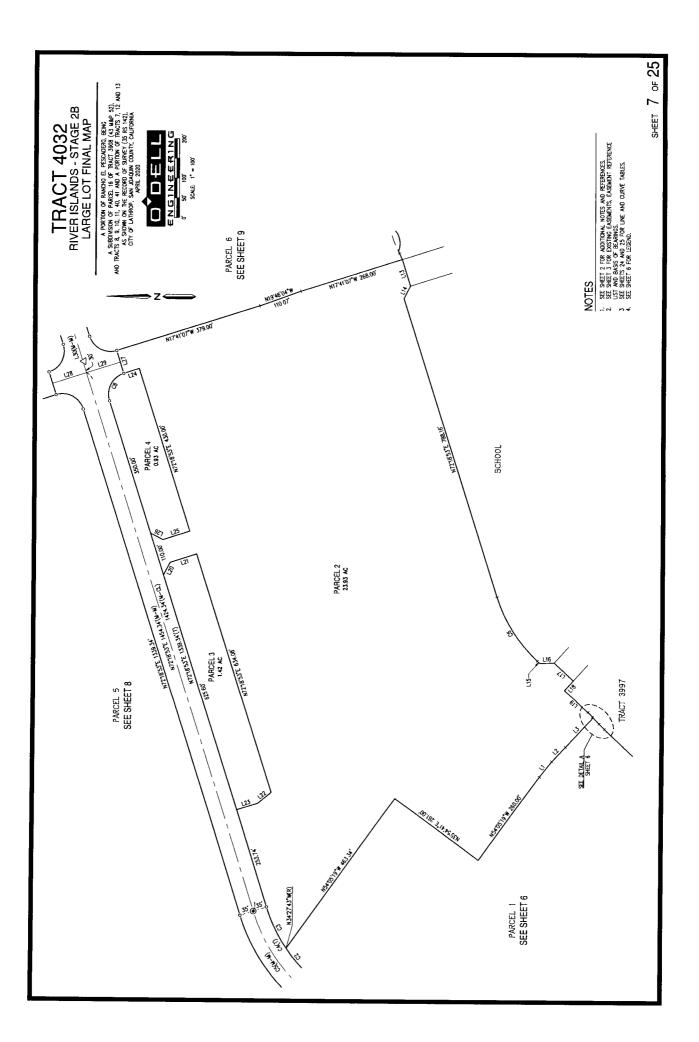


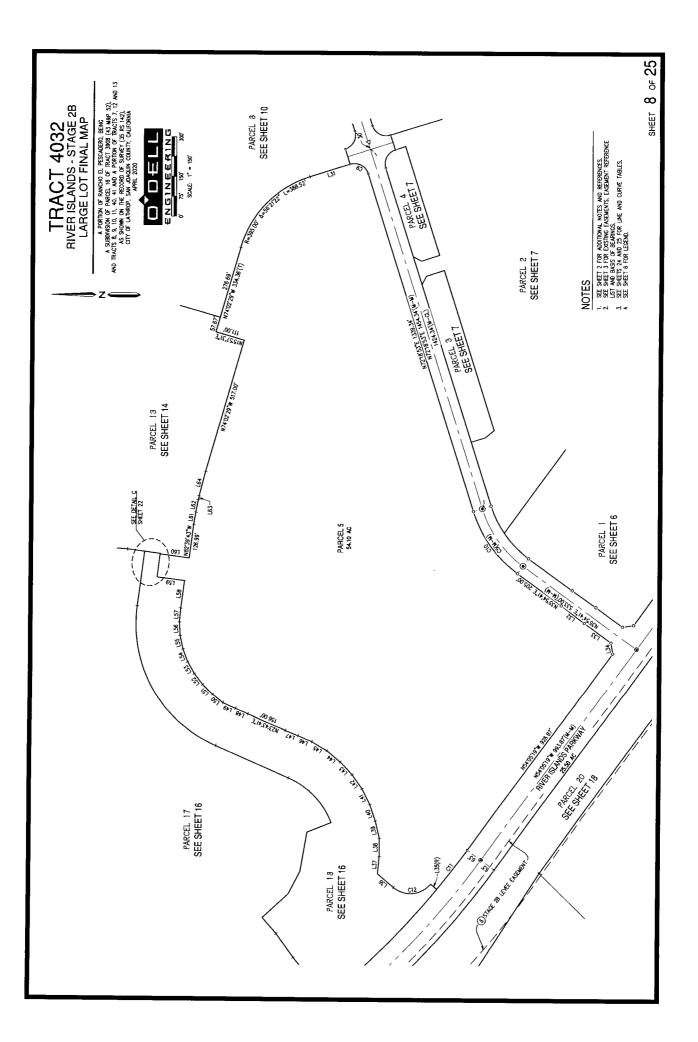


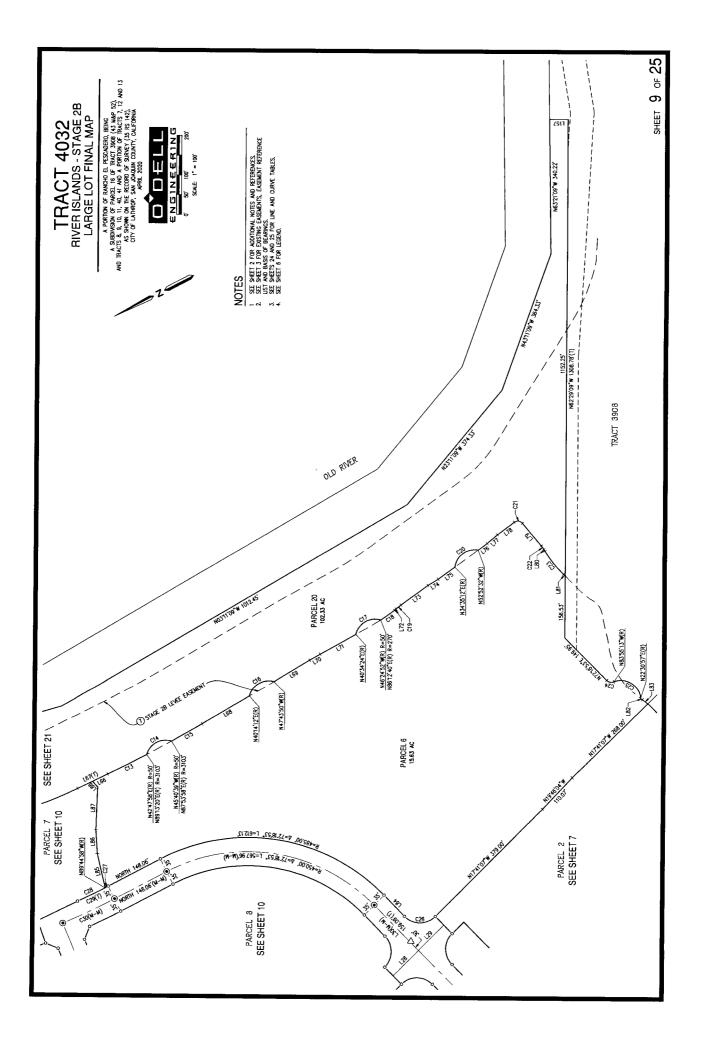


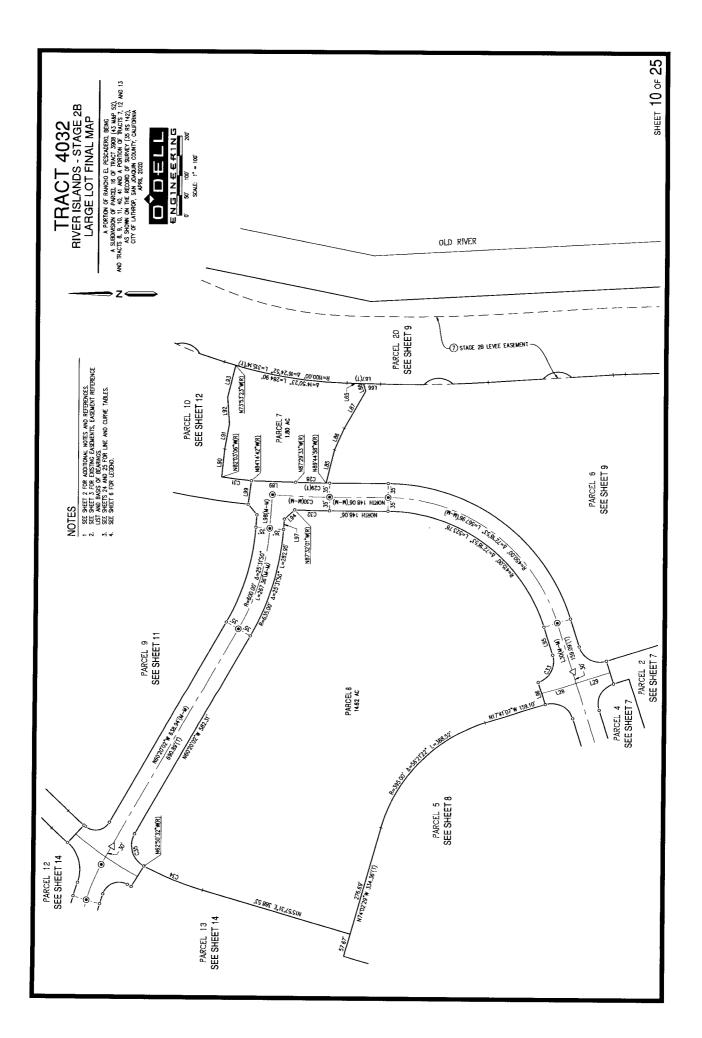


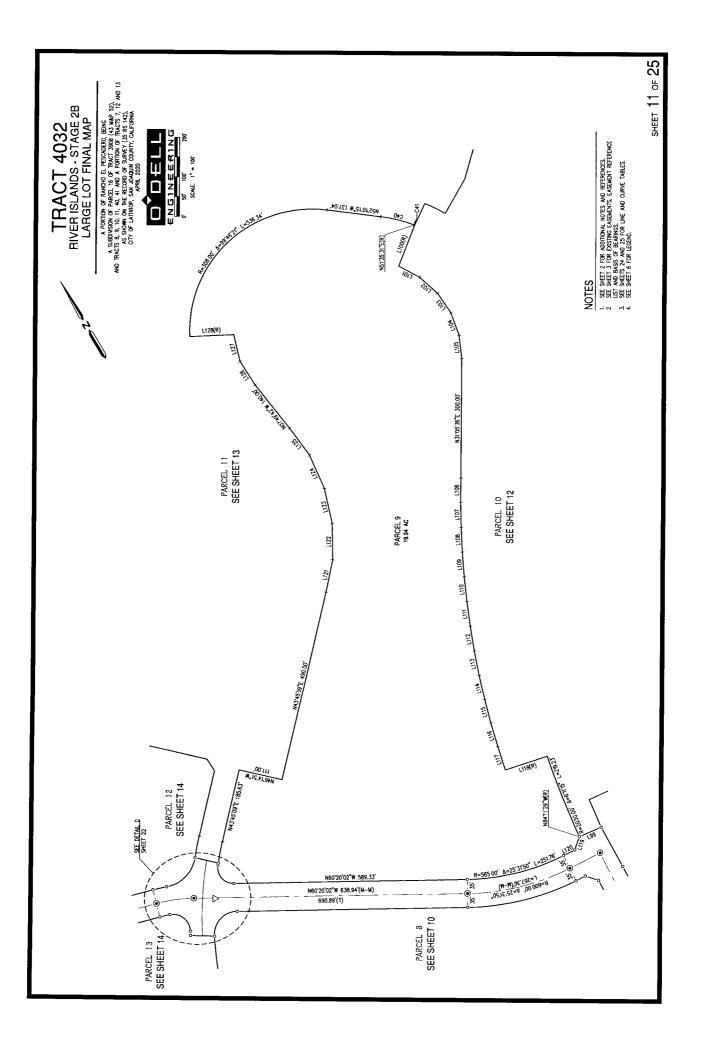


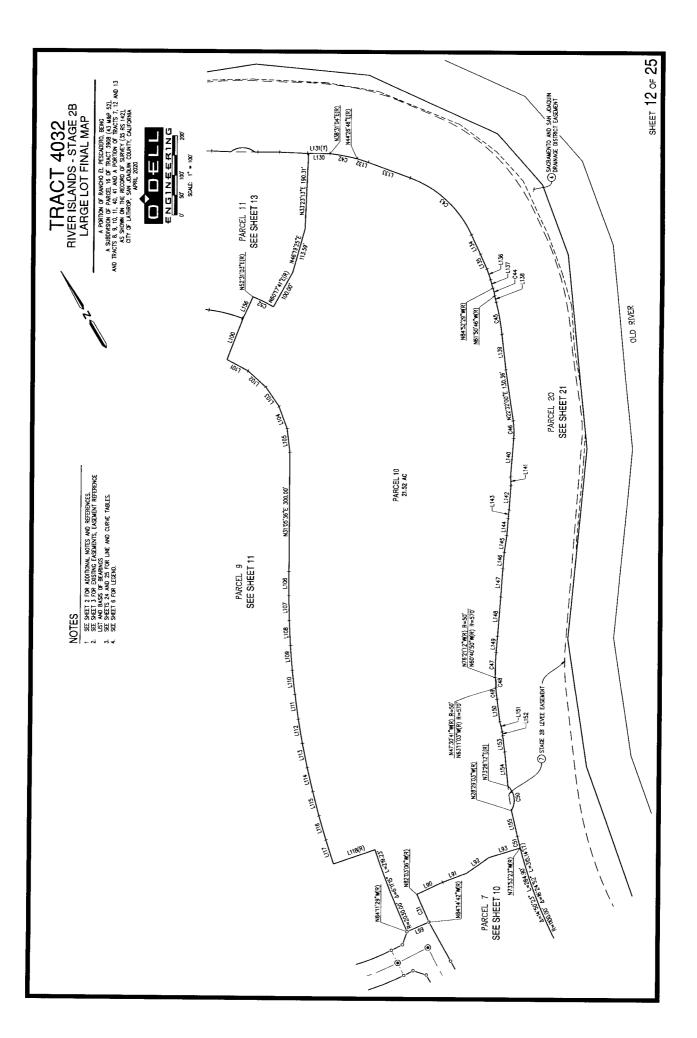


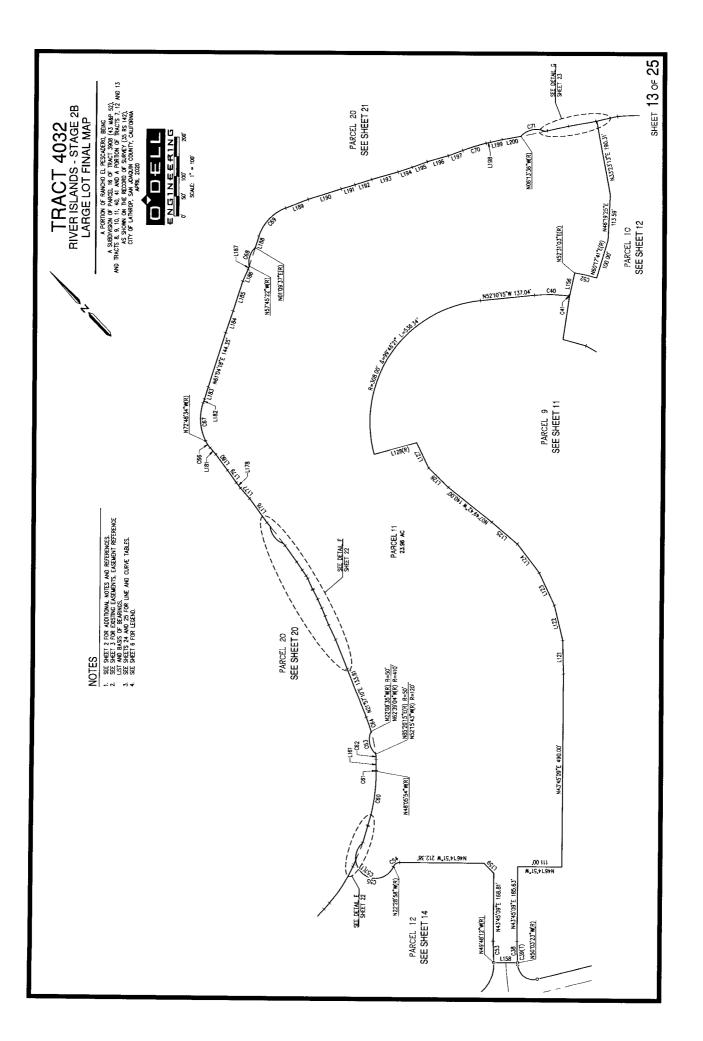


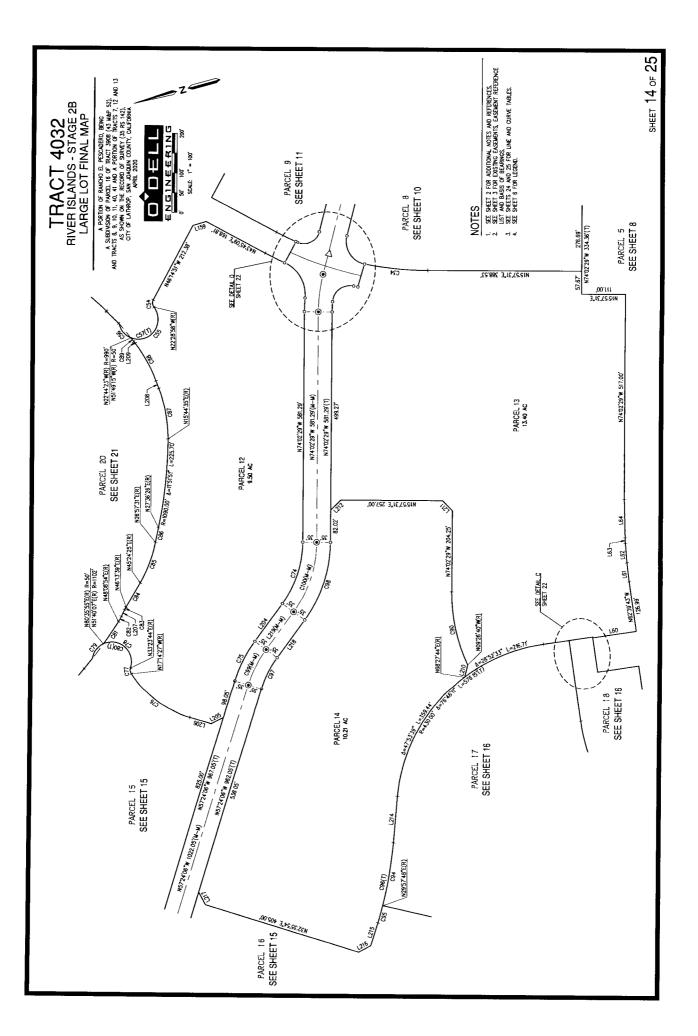


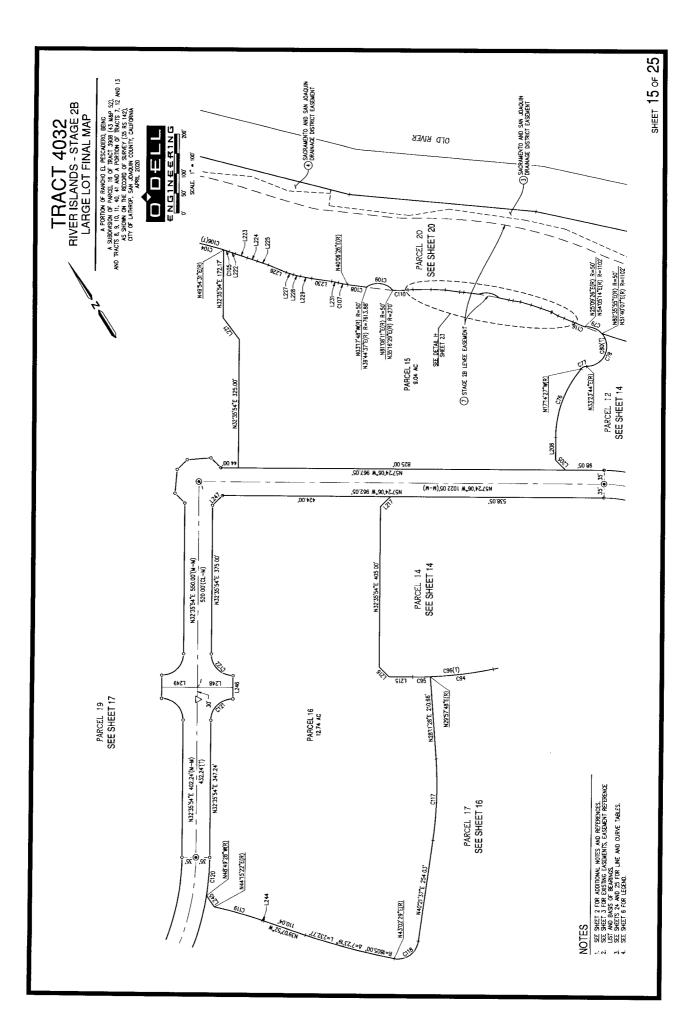


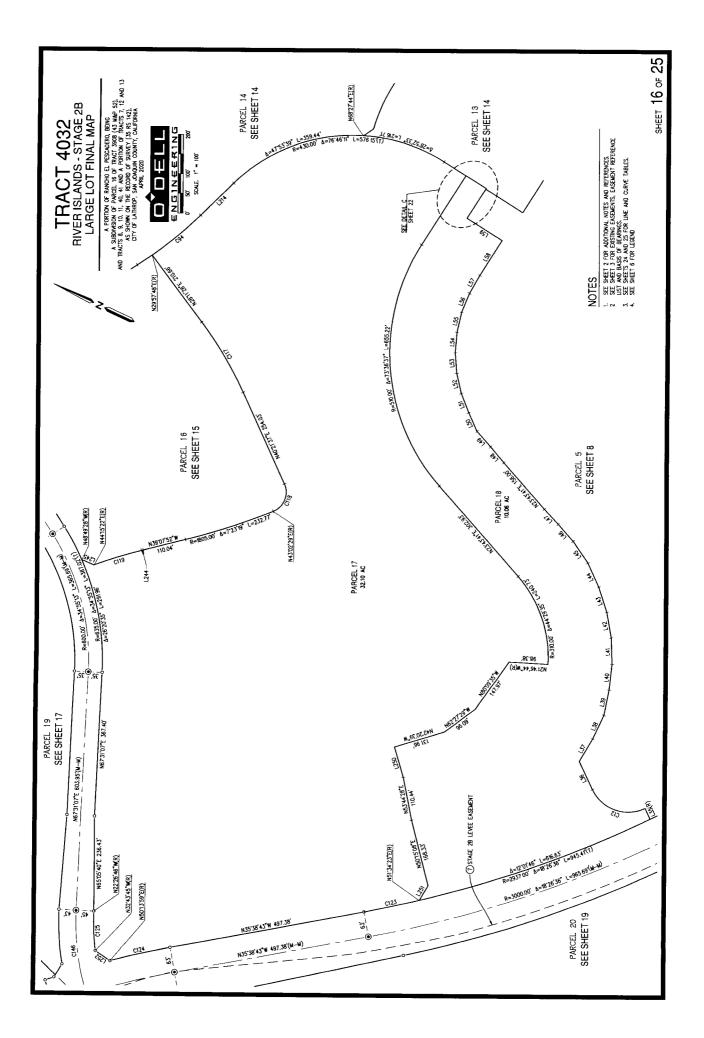


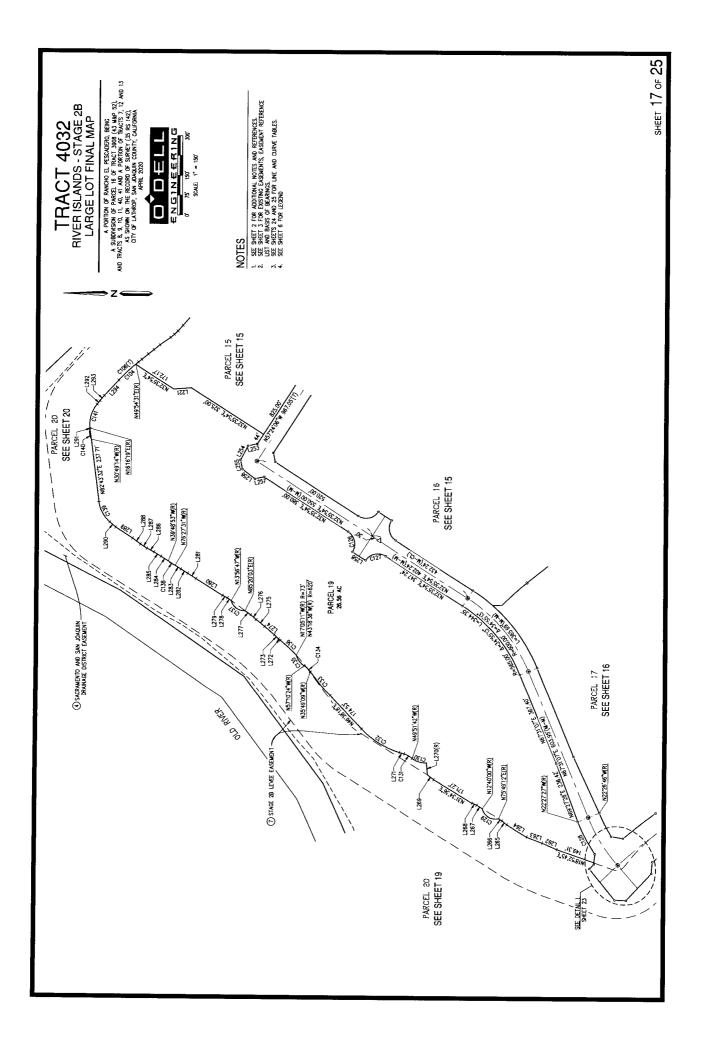


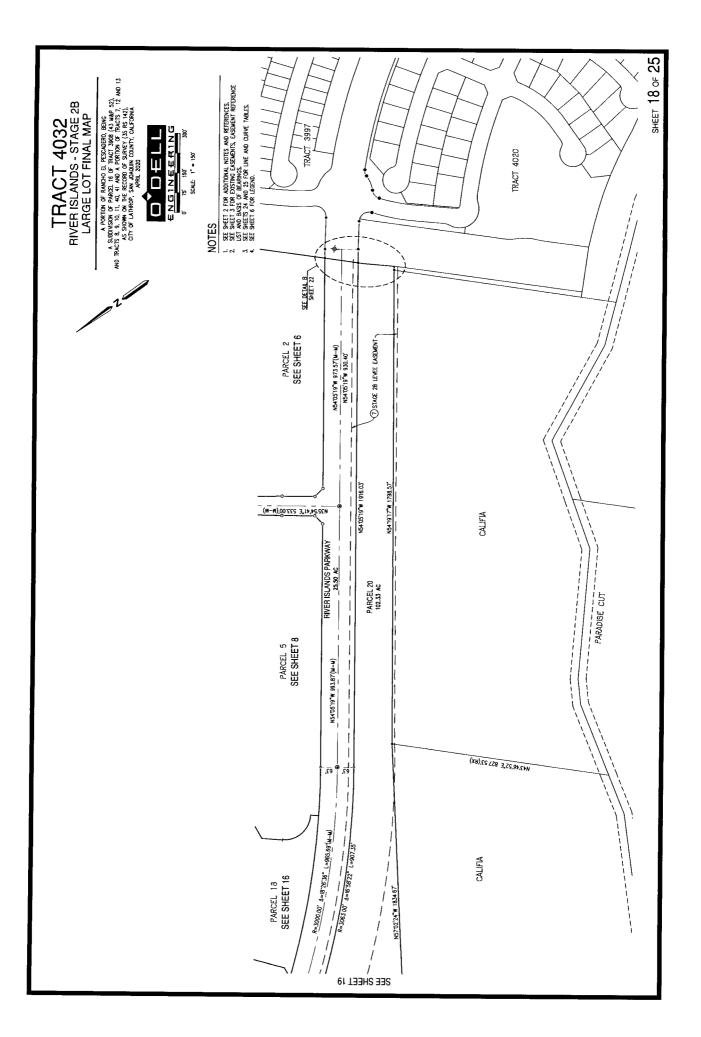


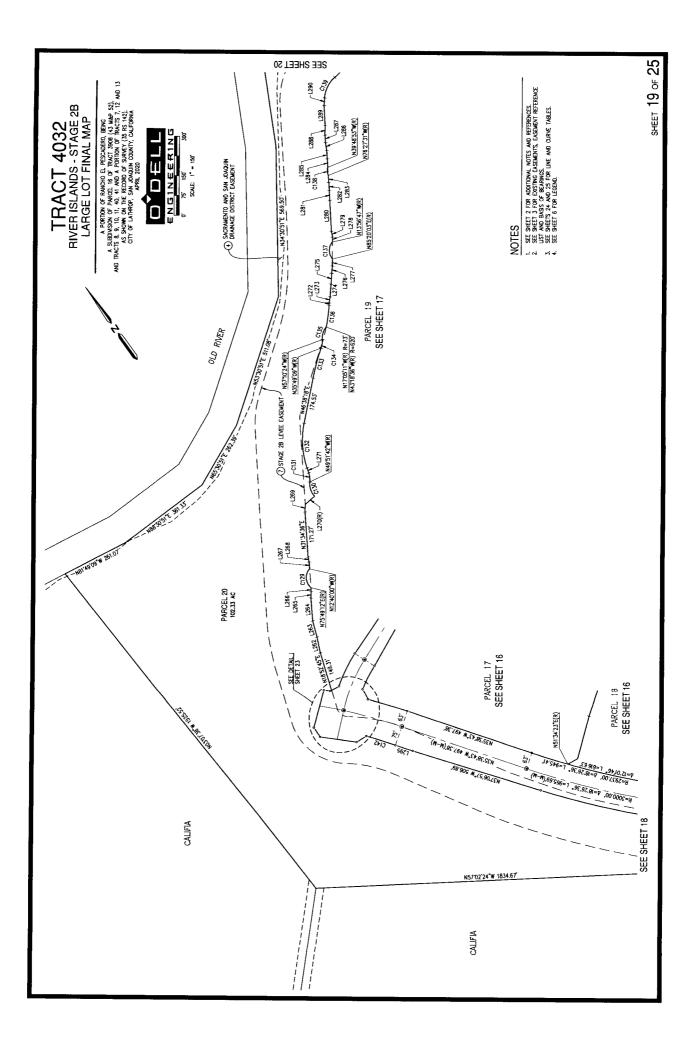


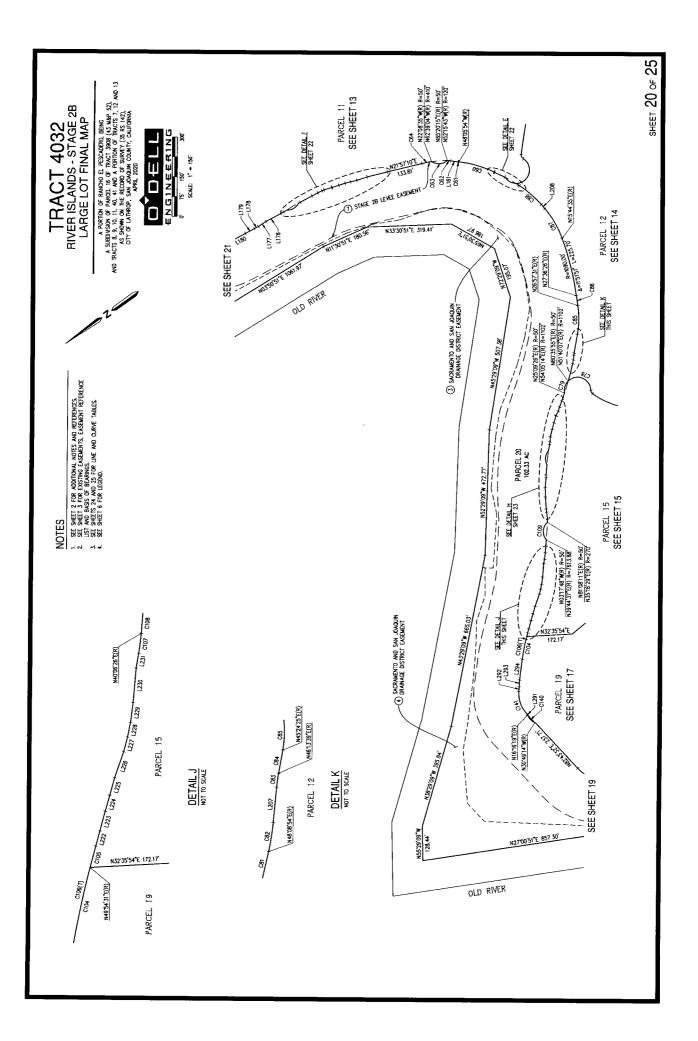


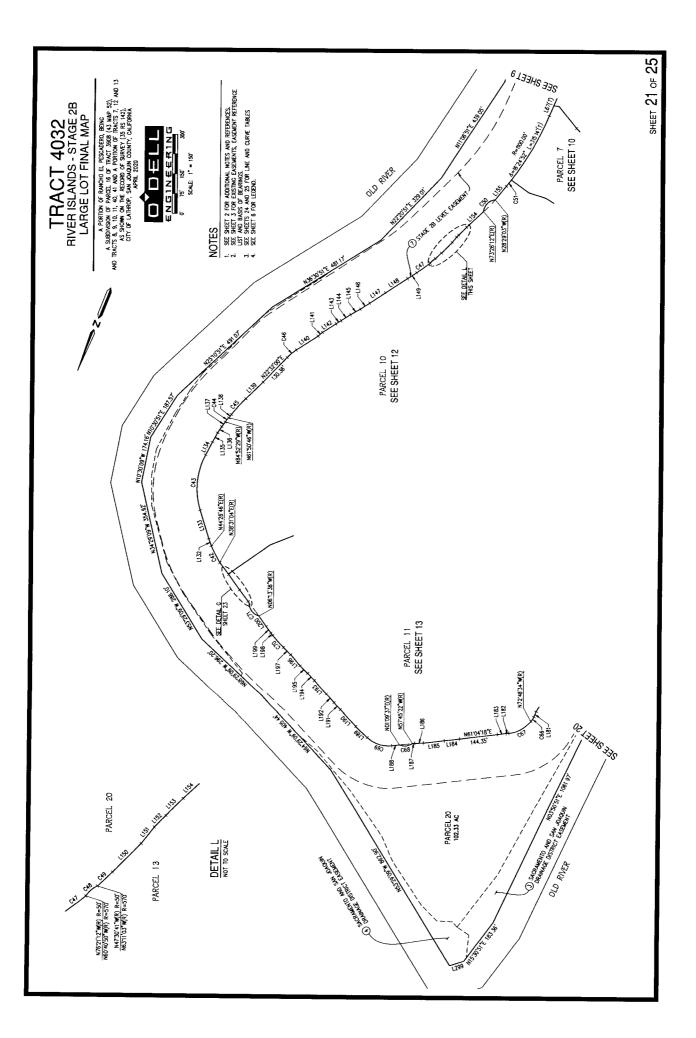


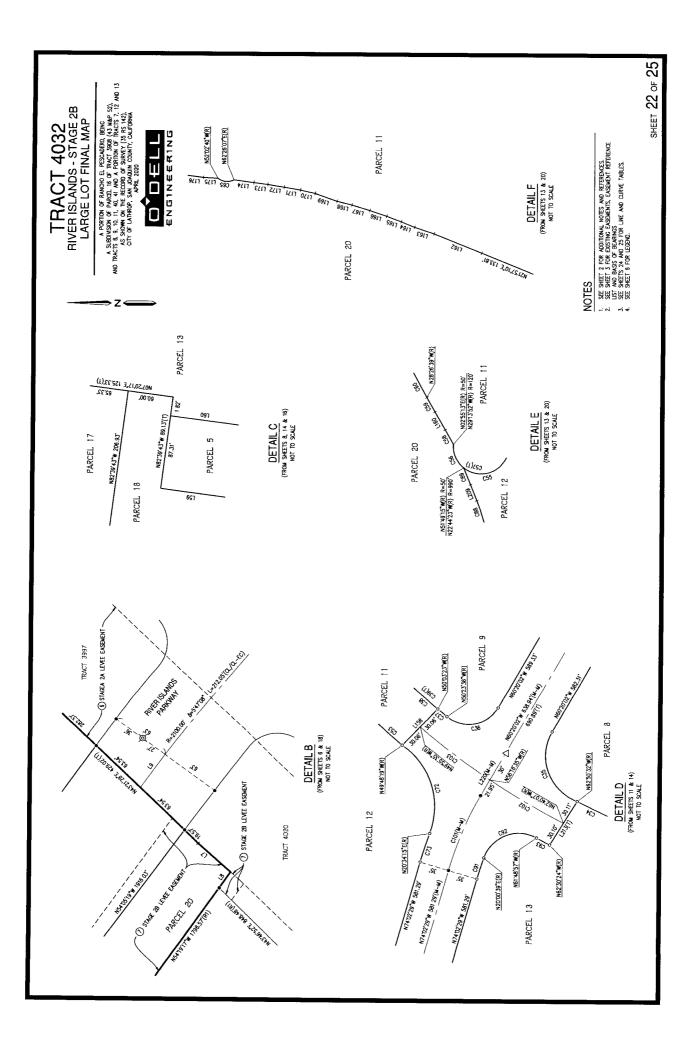


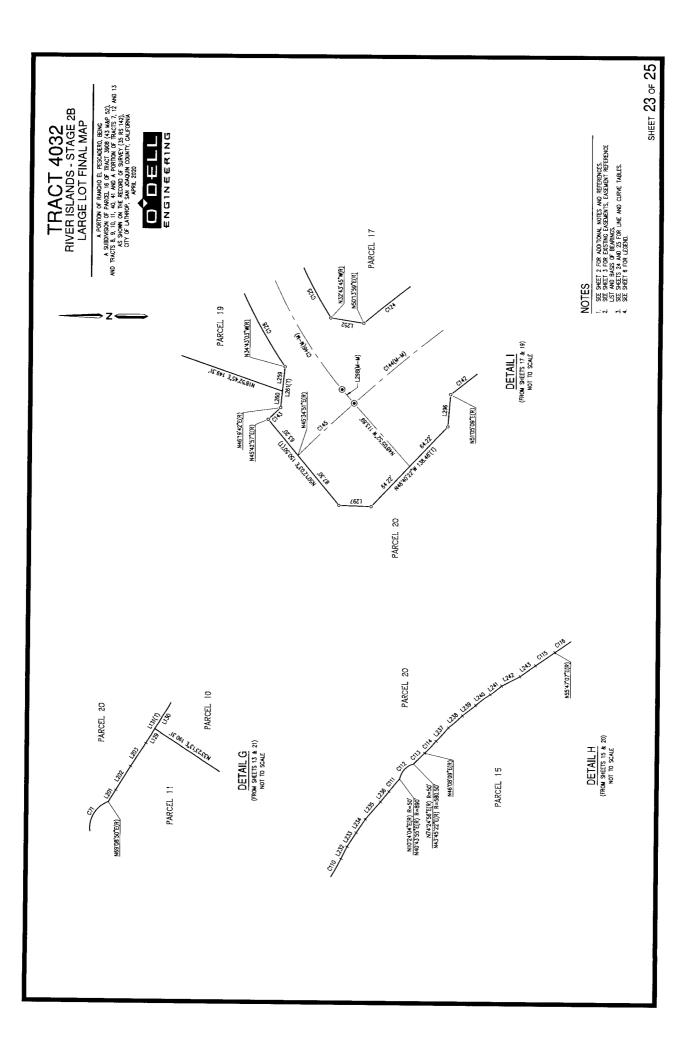






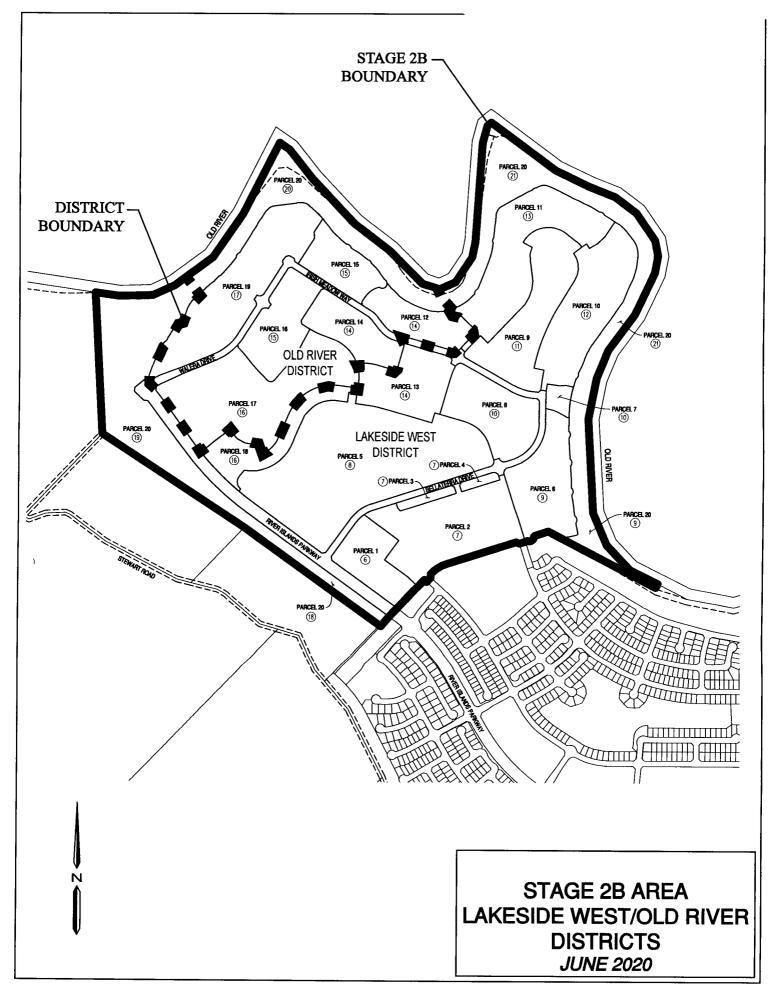






TBACT 1032		HIVEN ISLANUS - STAGE 28 LADGE LOT EINALMAD		A PORTION OF RANCHO EL PESCADERO, BEING	AND TRACTS 8, 9, 10, 11, 40, 41 AND A PORTION OF TRACTS 7, 12 AND 13	AS SHOWN ON THE RECORD OF SURVEY (35 AS 142). CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA	APRIL 2020			ENGINEERING																																								SHEET 24 DE 25
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	LINE DIRECTION LENGTH	L226 N35'25'48"W 48.83'	L227 N4018'00'W 18.88'	L228 N4310'41"W 18.46'	L229 N4712'28'W 28.74'	SO BA	10100 H 01 70 011	CC./1 # OC /* +++	N52'49'44'W 12.40	L233 N57'40'30'W 45.38'	L234 N5551'24'W 35.96'	L235 N49.44'41"W 36.62'	N51-43'05"W 10.34"	10.01 10.00 H	/1.61 # 00 00 0+N	N41 31 50 W 28 15	L239 N39'45'46"W 25.51'	L240 N38'00'55"W 27 77'	L241 N37'29'07"W 2.15'	L242 N2713'20"W 17.80'	L243 N3539'58"W 16.48'	A DATE TATWARD	105.4 # 00.00 ED.		N32'35'54'E 60.00'	N77'35'54"E 35.36'	N5724'06"W 90.00	L249 N57'24'06"W 90.00"	N48-32'26 E 80.02'	L251 N84'05'15"W 42.91'	L252 N8'45'07'E 44.95'	-	L254 N62'09'55'W 60.21'	L255 N77'35'54"E 35.36'	L256 N3721'43"E 60 21'	L257 N12'24'06"W 35.36'	L258 N32'35'54"E 60.00'	L259 NB411'41"W 32.06'	L260 N8411'41"W 6.93'	L261 N8411'41"W 38.99'	L262 N23'06'37"E 59.81'	L263 N20-41'05"E 63.58'	L264 N3110'36'E 87 20'	L265 N3759'49"E 23.90'	N31'34'36'E	N31.34'36"F	N22.36.23 E	+	-	-
LINE TABLE	LINE DIRECTION LENGTH	L181 N218'35"E 21.69'	L182 N6219'16"E 10 22'	L18.3 N61'03'58"E 32.16	LI84 N6151'10"E 58.13'	L185 N61.33'49"E 79.26	NG7.47'51"E		NDI 42 UB E	-	L189 N67'51'35"W 80.44"	1190 N64'04'48'W 87.45'	+	NR 7'5E' AG"W		M NC BLZON	L194 N6515'33'W 3717'	L195 N6715'05"W 40.46"	L196 N6154'54"W 55.23"	L197 N66'39'36"W 39.10'	L198 N60'29'26"W 11.20'	+	N57117 17 W		SF/ A SL/DEON	N38'41'58'W 54.49'	N56'48'51 W 70.65'	N3812.04 W 117.73	N1224'06"W 35.36'	L206 N32'35'54'E 56 85'	L207 N49'01'22"W 18.73'	L208 N84'42'11"E 20.87	L209 N6756'05'E 6.07'	L210 N60'29'28"W 31.43'	L211 N60'57'31"E 35.36'	L212 N29'02'29"W 35.36'	L213 N5755'55"W 60.21	L214 N69'25'54"W 116.18'	L215 N57'24'06"W 59.71'	L216 N12'24'06"W 35.36'	L217 N7735'54'E 35 36'	L218 N3812'04"W 117.73'	L219 N3812'04"W 117.73'	L220 N60'20'02"W 51.95'	÷	16.16	N3918'57"W 32.20'	26.72	L225 N38'32'00"W 29.55' L	
UNE TABLE	LINE DIRECTION LENGTH	L136 N1125'23"E 27.90'	L137 N16'38'22"E 22.58'	L138 N16'38'22"E 16.32'	LI 39 N2424'37'E 90.23'	L140 NJ52145 E 97.52	N27'36'08'F	N36"31'46"E		N3624 36 E	L144 N3542'31"E 42.76'	L145 N3915'57'E 42.49'	L146 N3527'46"E 41.59'	+			N35'41'20'E	N2339'16"E	L151 N1700'12"E 26.00'	L152 N2337'48"E 10.76	L153 N2337'48'E 41.70'	L154 N2520'08"E 87 36'	N1741'07'E	There's ant		3 iC 02/2N	N4622 45 W	N.15'4LIN	N5955'27"E	_	L162 N2152'14"E 79.50'	L163 N1755'25"E 40.75'	L164 N2158'41"E 24.35'	LI65 N2033'04"E 21.27"	L166 N1837'06"E 25.05'	LI67 N1627'22"E 26.43'	L168 N1402'07"E 2.13"	L169 N1918'52"E 29.55'	LI70 N12'36'24"E 8,44'		L172 N855'31*E 24.87	L173 N728'37'E 50.53'	L174 N7'22'59"E 6.31'	L175 N31711"E 13.08'	LI76 N722'59'E 75.21'	L177 N217'40°E 35.14"	+	L179 N716'56"E 38.39*	L180 N719'53"E 49.72'	
CX ONEY CX ONEY	LINE DIRECTION LENGTH	L91 N79'50'13"W 63.86'	L92 N8553'26"E 58.74'	L93 N75'53'14"W 82.37'	L94 N41'41'57"W 34.84'	L95 N7218'53'E 74.09'	+	NR5'51'53"W		W CC ICCRN	N82'26'13"W	L100 N5157'05'E 111 00'	L101 N3107'43"W 60.00'	L102 N1717'20'W 60.00'	MT796156 ^M W		N10'23'2/ E	N2413'50'E	N30'59'51'E	L107 N29'41'28"E 62.97'	L108 N28'00'21*E 62.97'	L109 N2619'14"E 62.97'	+	+	NOTEST OF	3 40 01 12M	N19.34.4/ E	N1/35 40 E	N1612'33'E	N14:31'26'E	L117 N1250'19"E 62.97'	L118 N78"00"14"W 111.00"	L119 N4958'19'E 34.84'	L120 N8551'53"W 31.25'		N29'58'04'E		N6'20'01"E	_	N2'00'57"W	N17'49'22"E	N61 56 36 W	L129 N58'54'47"W 2.65'	L130 N58'54'47"W 53.61'	LI31 N58'54'47"W 56.26'	L132 N4116'09"W 29.34'	L133 N38'53'28'W 113.02'	L134 N6'09'04"E 54.70'	L135 N7'03'18"E 40.45'	
UNE TABLES FOR COURSES SHOWN ON SHEETS X THROUGH XX ONLY UNE TABLE TABLE UNE TABLE UNE TABLE	-		L47 N2216'37"E 52.02'	L48 N24'47'14"E 52.01'	L49 N23'43'41"E 52.00'	L50 N40'59'23'E 51.95'	L51 N4.3"26'40"E 52.00'	-		2 /C C+ NoN	N69-22-36-E	L55 N78'01'15*E 52.00'	L56 NB6'39'54"E 52.00'	L57 N8459'44"W 52.00'	-	11-10/1-1-E		N/201/E	W.11.44.08N	L62 N79'01'34"W 48.00'	L63 N7708'28"W 15.03'	L64 N75'43'23"W 95.99"	L65 N116'14"E 41 70'	L66 NI 76'14'E 42.61'	N176'14"F	N744'40''	M R+ ++ CN		NZ 46 35 W	NI 58'58 W	L72 N12'56'03"W 4.67'	\rightarrow	W.23,212N	N9 08,40 W	N.04,80.6N	N1413'21"W	M_04,80.6N	N77"26"44"E	NB5 08'26"E	N71'42'47"E	N64'33'00'E	N65:33'04"E	L84 N7218'53"E 74.09'	L85 N7619'41'W 87 25'	L86 N6611'09"W 59.75'	LB7 N60'28'13"W 107.76'	L88 N7352'07'E 19.73'	L89 N1 33'53 E 111.61'	L90 N84'09'59"W 71.15	
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								SHEET 25 OF 25



SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR 20 LARGE LOTS IN TRACT 4032 (LAKESIDE WEST AND OLD RIVER DISTRICTS)

RECITALS

A. This Agreement is made and entered into this 8th day of June, 2020, by and between the CITY OF LATHROP, a municipal corporation of the State of California ("CITY"), and River Islands Stage 2B, LLC, a Delaware limited liability company ("SUBDIVIDER").

B. 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 4032. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with River Islands Parkway from the Stage 2A boundary to its terminus and for the backbone collector streets within the Stage 2B development area, both of which are required to provide public roadway access to Tract 4032 of the Lakeside West and Old River Districts of River Islands. The unfinished portion of improvements total \$5,427,750 and security in the form of performance bonds have been provided to the City and will be required to be held by CITY as outlined in this Tract 4032 Subdivision Improvement Agreement unless otherwise substituted with other security as outlined in this Agreement.

C. SUBDIVIDER has completed the entirety of underground utilities and joint trench improvements for River Islands Parkway and backbone collector roads in accordance with the plans from O'Dell Engineering (underground utilities) and Power Systems Design (joint trench and street light plans). The River Islands Parkway and backbone collector streets (Walera Drive, Irish Meadow Way and Bellaterra Drive) improvements in total, include street, sidewalk, underground utility, storm drainage, streetlight, and joint trench improvements (hereinafter "Improvements") are required to be constructed as part of the required infrastructure for Tract 4032. Since not all of the Improvements are completed, security in the form of performance and labor and materials bonds shall be required for Tract 4032. The performance bonds shall equal 110% of the amount of the unfinished improvements as shown in Exhibit D ($$5,427,750 \times 110\%$ = \$5,970,525) and the labor and materials bond shall equal 50% of the performance bond amount ($$5,970,525 \times 50\%$ = \$2,985,263).

D. The term "Improvements" as used in this Agreement means <u>all</u> improvements necessary for River Islands Parkway and the backbone collector roads associated with Tract 4032. As a result, the total value of public improvements for Tract 4032, as River Islands Parkway and backbone collector roads, is \$10,293,000 as shown in Exhibit E to this Agreement. The required Maintenance

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) with the City of Lathrop for Final Map Tract 4032 Lakeside West and Old River Districts Page 2 of 13

Bond for Tract 4032 shall be equal to 10% of the cost of Improvements as shown in Exhibit E; $10,293,000 \times 10\% = 1,029,300$ – maintenance bond amount). The maintenance bond shall be posted to guarantee maintenance of all improvements for a full year following acceptance by CITY.

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements described herein for Tract 4032, to the limits identified on Exhibit A. 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 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 first home occupied associated with the first small lot final map recorded in the Lakeside West District. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

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

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

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

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. Prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of \$1,029,300 equal to 10% of the estimated cost of the Improvements for the entire area as summarized in Recital E, to insure SUBDIVIDER'S repair and maintenance of the Improvements

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) with the City of Lathrop for Final Map Tract 4032 Lakeside West and Old River Districts Page 3 of 13

in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one (1) year guarantee period, provided there are no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recital "C" were required to provide access and required utilities to Tract 4032 and are associated with adjacent tracts as otherwise described in this Agreement, as well as backbone roads associated with the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements referenced in Recital "C", the security required by the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements associated with that agreement are complete and accepted by CITY or as is further described by the conditions below:

a. Rehabilitation of the pavement on Stewart/Cohen and Paradise Roads within the limits of Stewart Tract, as detailed on the attached Exhibit C are required, 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 reconstruct the Improvements, replace and/or reconstruct the Improvement or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY even if SUBDIVIDER subsequently completes the work.

CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials, repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by CITY in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER.

In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are partially complete, SUBDIVIDER is required to only post security to guarantee the deferred and unfinished improvements associated with Tract 4032 as included and described in Exhibit D of this Agreement. The amount of security, as evidenced by performance bonds provided by SUBDIVIDER are as included as Exhibit D and as indicated in

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) with the City of Lathrop for Final Map Tract 4032 Lakeside West and Old River Districts Page 4 of 13

Recital E shall be \$5,970,525 for the performance bond and \$2,985,263 for the labor and materials bond. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit B attached hereto and incorporated herein with a new certificate of insurance required.

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

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

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

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

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.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) with the City of Lathrop for Final Map Tract 4032 Lakeside West and Old River Districts Page 5 of 13

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

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

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

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

18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER and any heirs, successors, executors, administrators and assignees of SUBDIVIDER and shall be jointly and severally liable hereunder.

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

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4023.

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.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) with the City of Lathrop for Final Map Tract 4032 Lakeside West and Old River Districts Page 6 of 13

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first day and including the last day. If the time in which an act is to be performed falls on a Saturday, Sunday or any day observed as a legal holiday by CITY, the time for performance shall be extended to the following business day.

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

ATTACHMENTS:

EXHIBIT B: CITY INSURANCE REQUIREMENTS

EXHIBIT C: COHEN/PARADISE/STEWART REHABILITATION MAP

EXHIBIT D: TRACT 4032 ENGINEER'S ESTIMATE FOR UNFINISHED PORTIONS OF RIVER ISLANDS PARKWAY AND BACKBONE COLLECTOR ROADS

EXHIBIT E: TRACT 4032 ENGINEER'S ESTIMATE FOR RIVER ISLANDS PARKWAY AND BACKBONE COLLECTOR ROADS Subdivision Improvement Agreement (River Islands Stage 2B, LLC) with the City of Lathrop for Final Map Tract 4032 Lakeside West and Old River Districts Page 7 of 13

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of June, 2020, 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

Stephen J. Salvatore City Manager	Date
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River Islands Stage 2B, LLC, a Delaware limited liability company

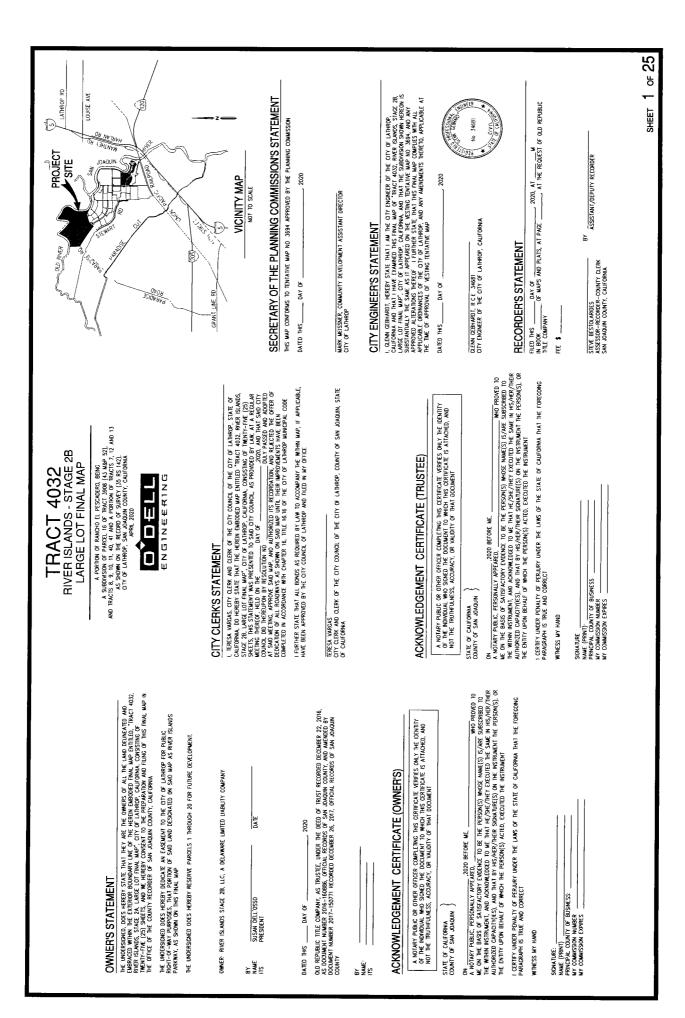
BY:

Susan Dell'Osso, Date President "SUBDIVIDER" Subdivision Improvement Agreement (River Islands Stage 2B, LLC) with the City of Lathrop for Final Map Tract 4032 Lakeside West and Old River Districts Page 8 of 13

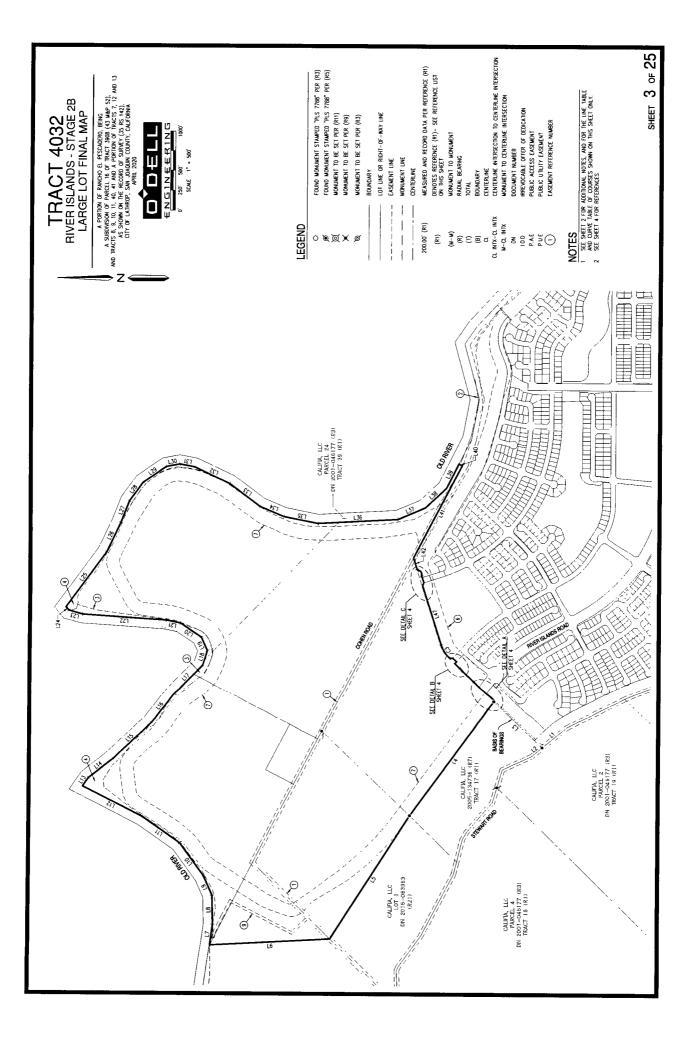
EXHIBIT A

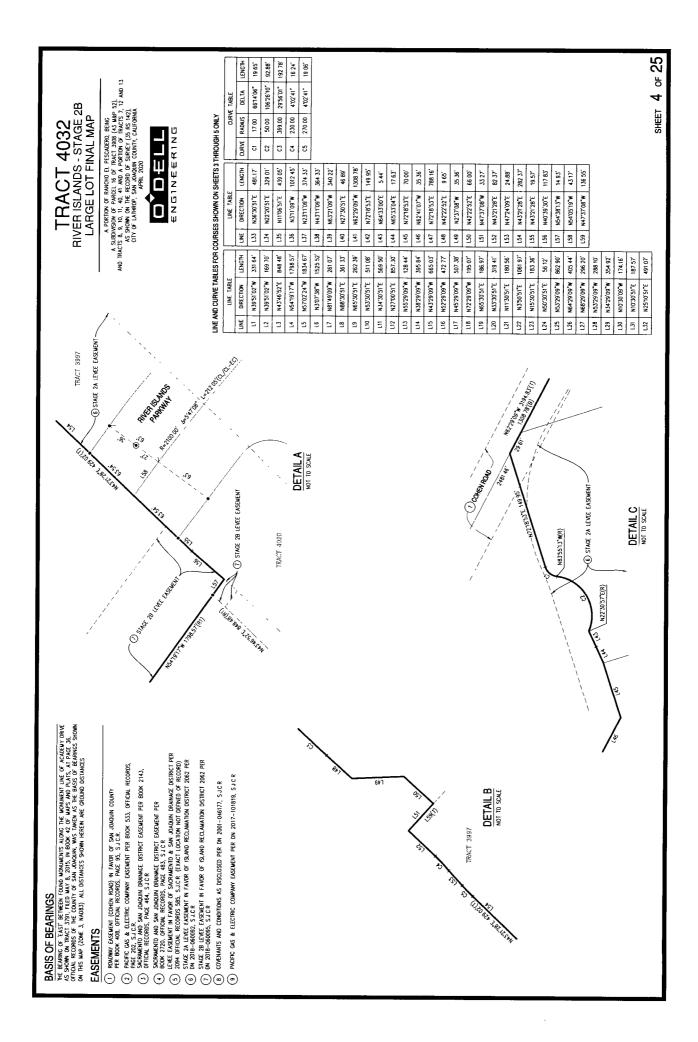
FINAL MAP - TRACT 4032

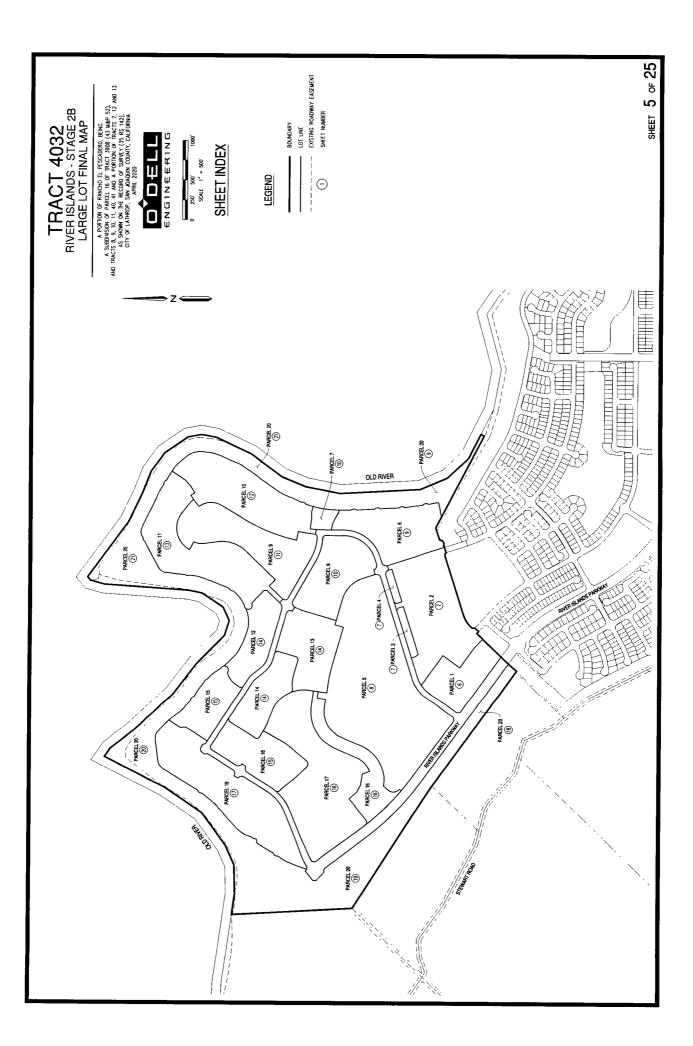
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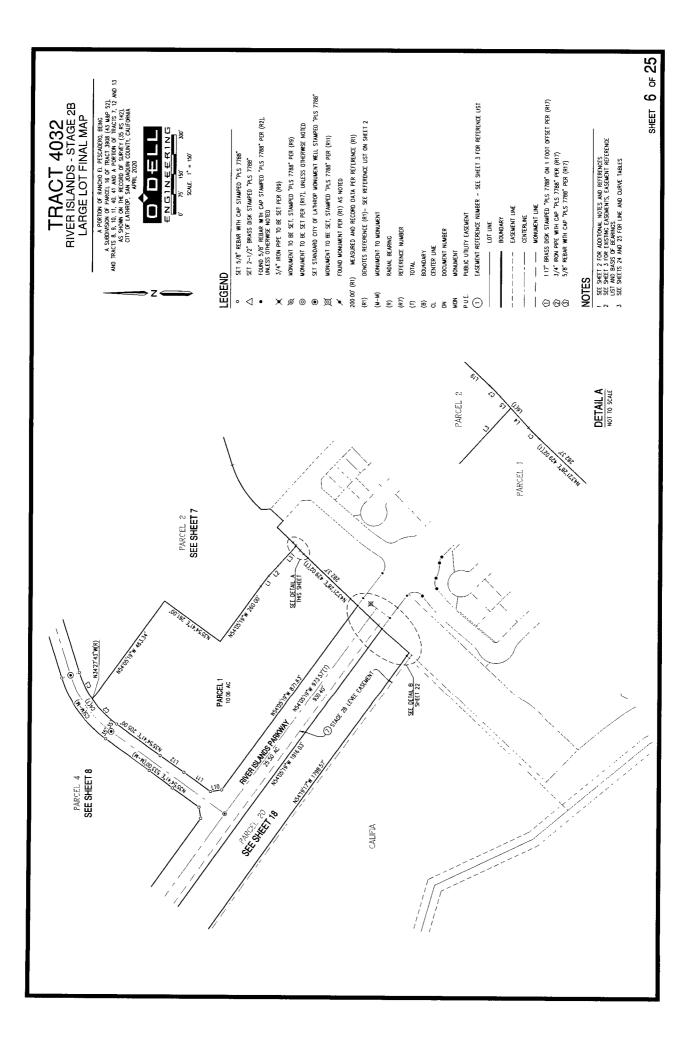


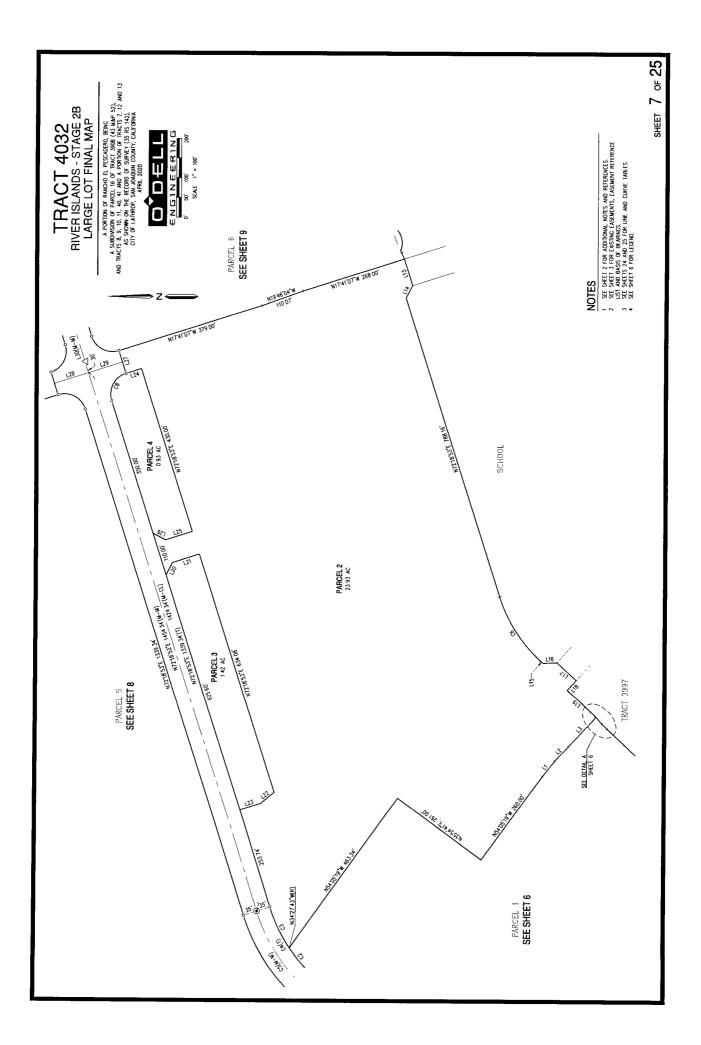
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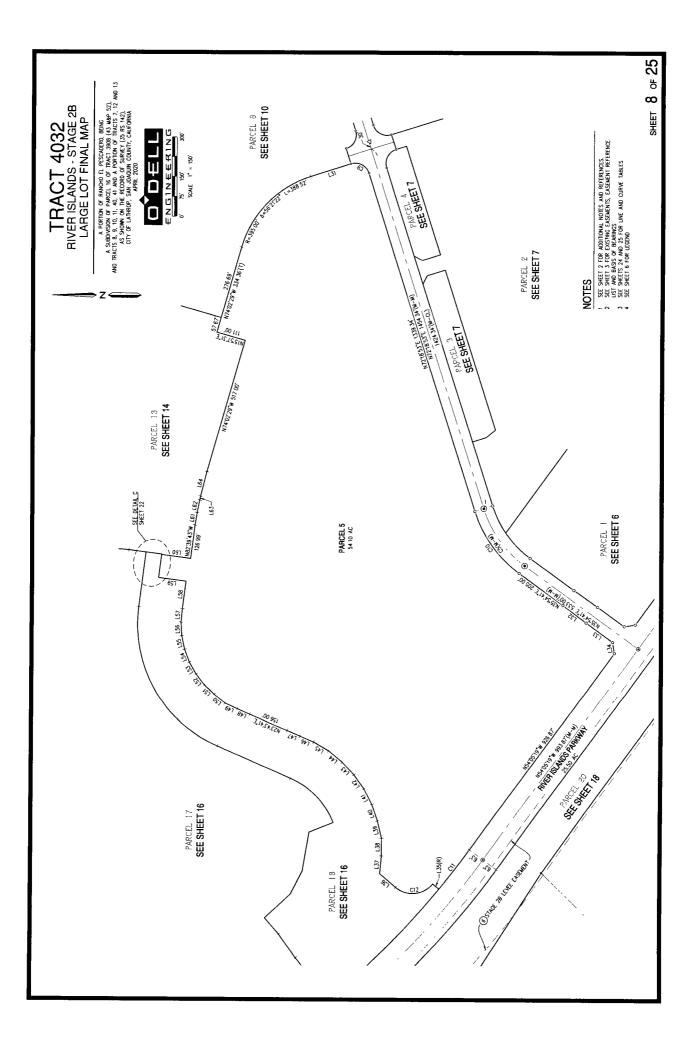


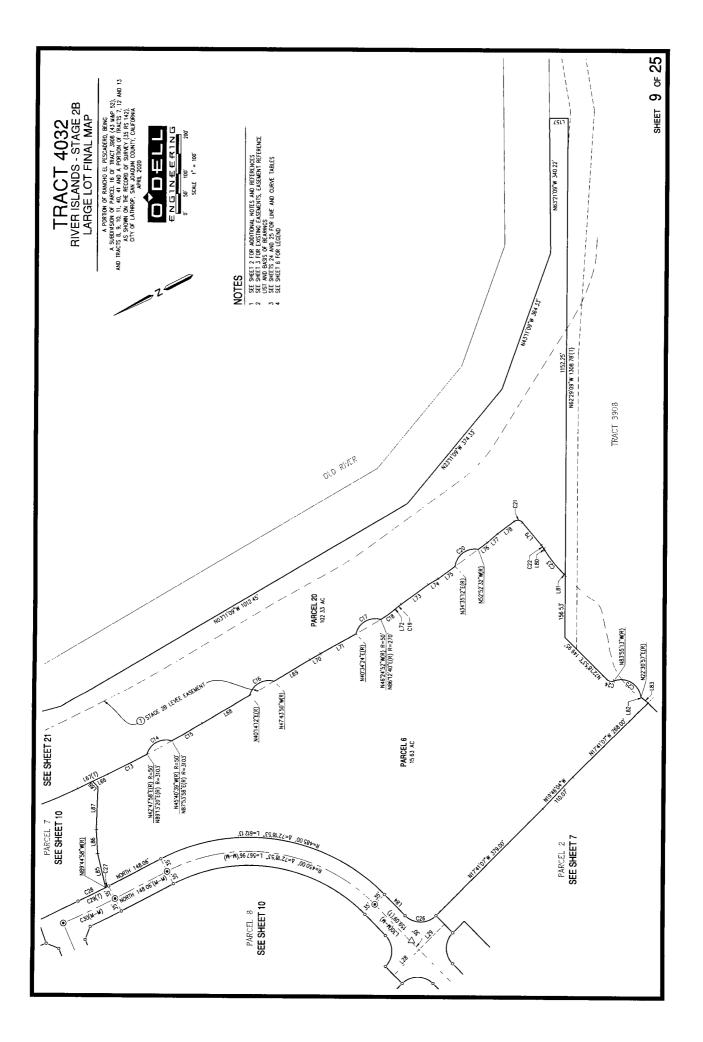


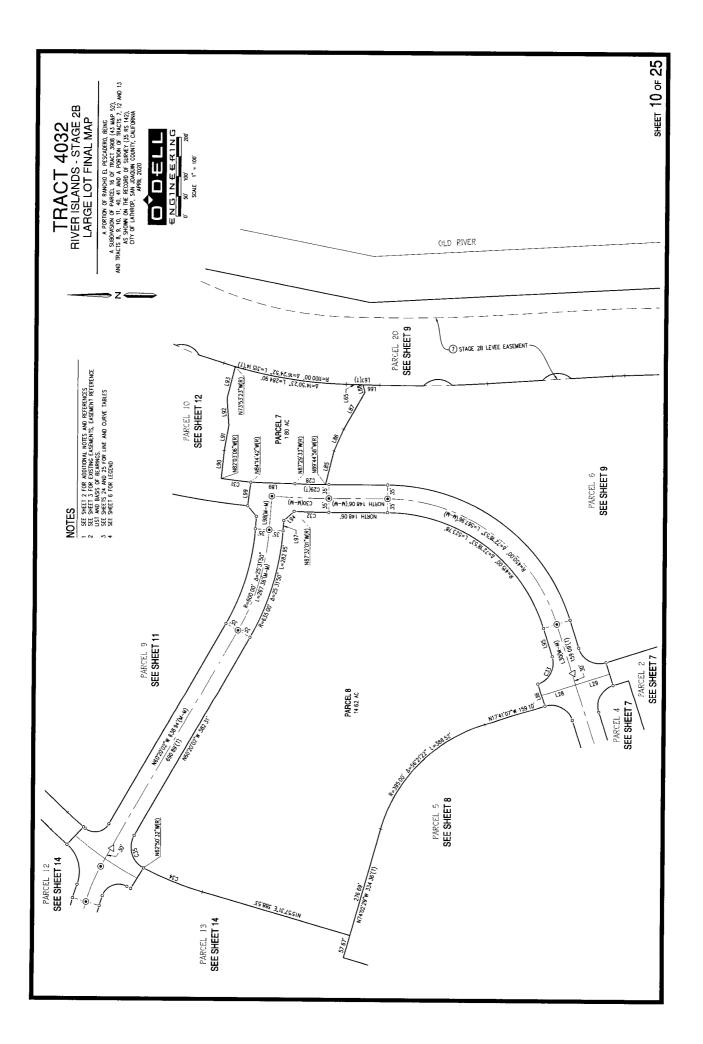


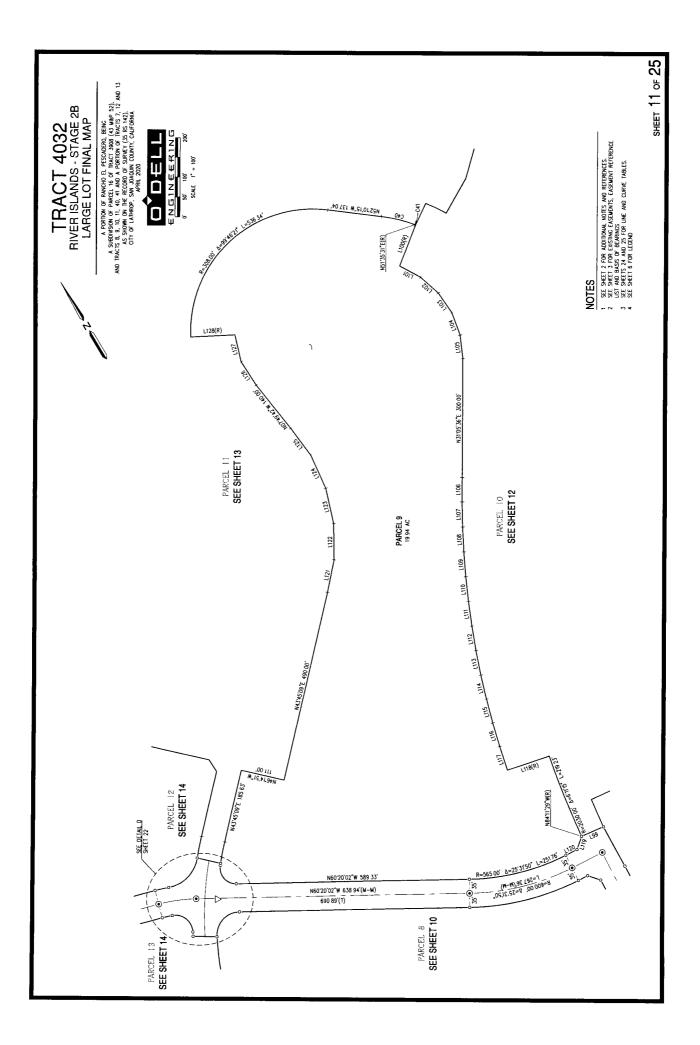


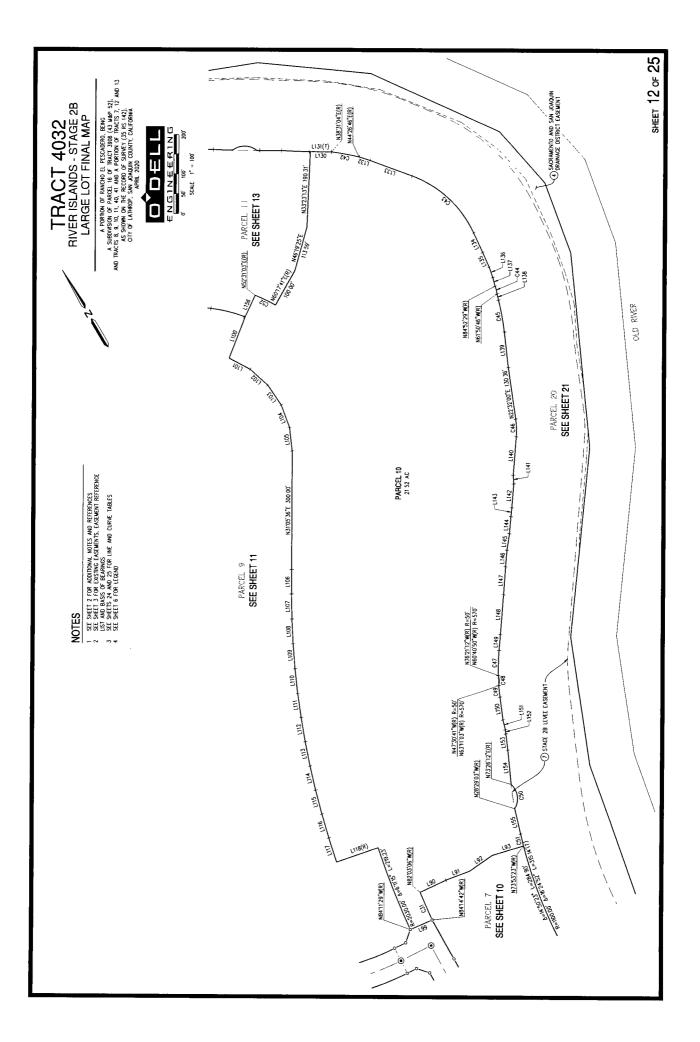


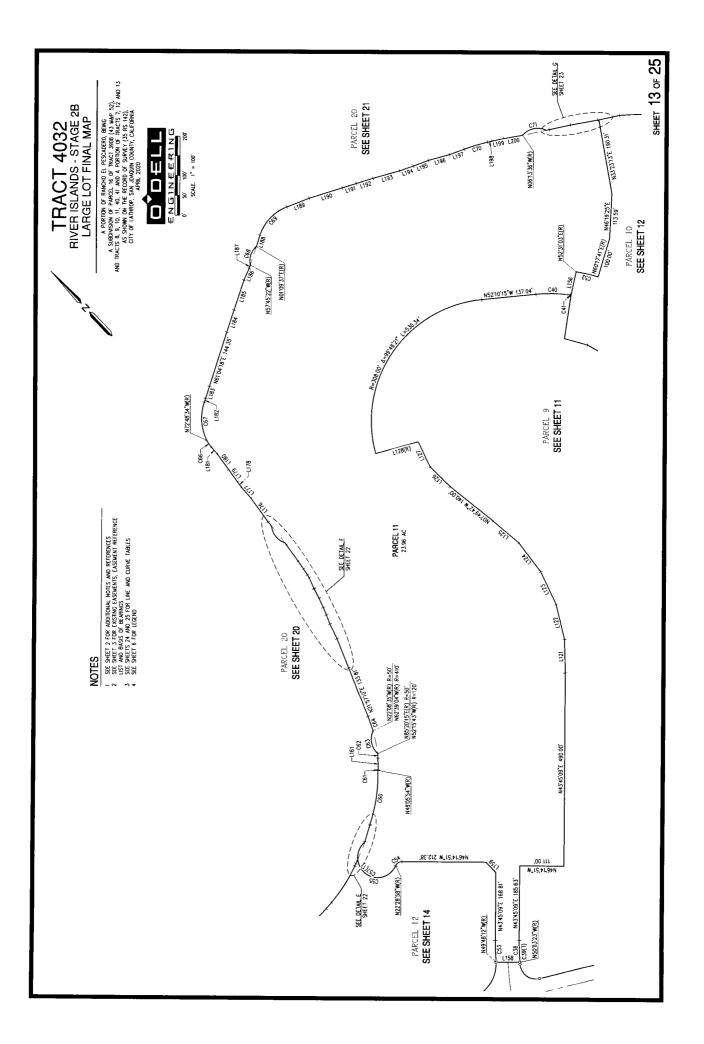


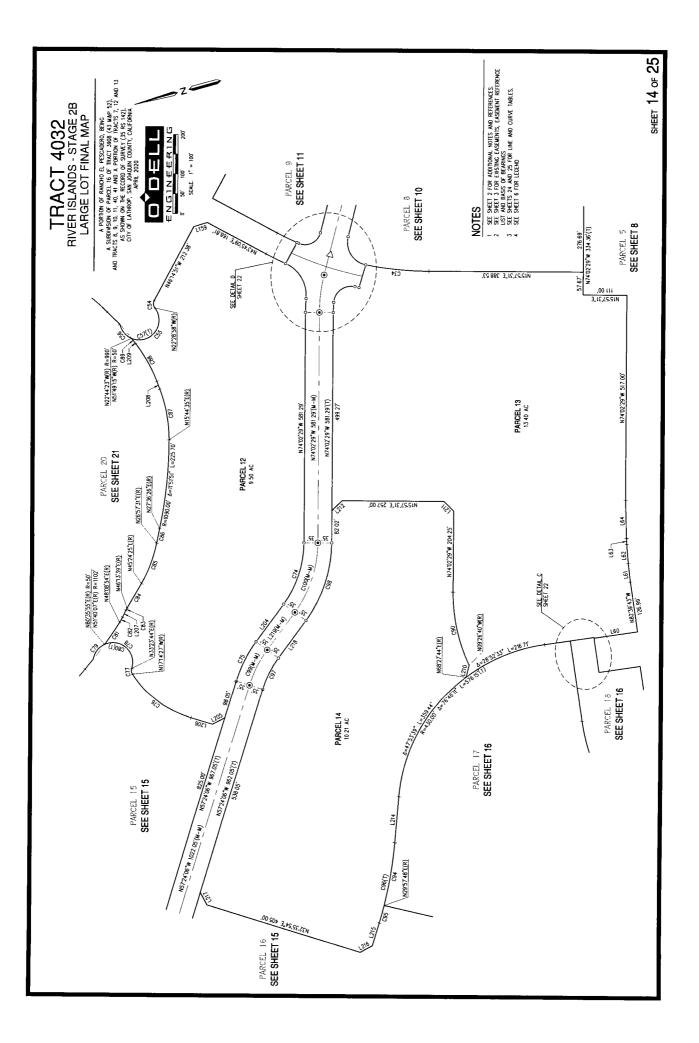


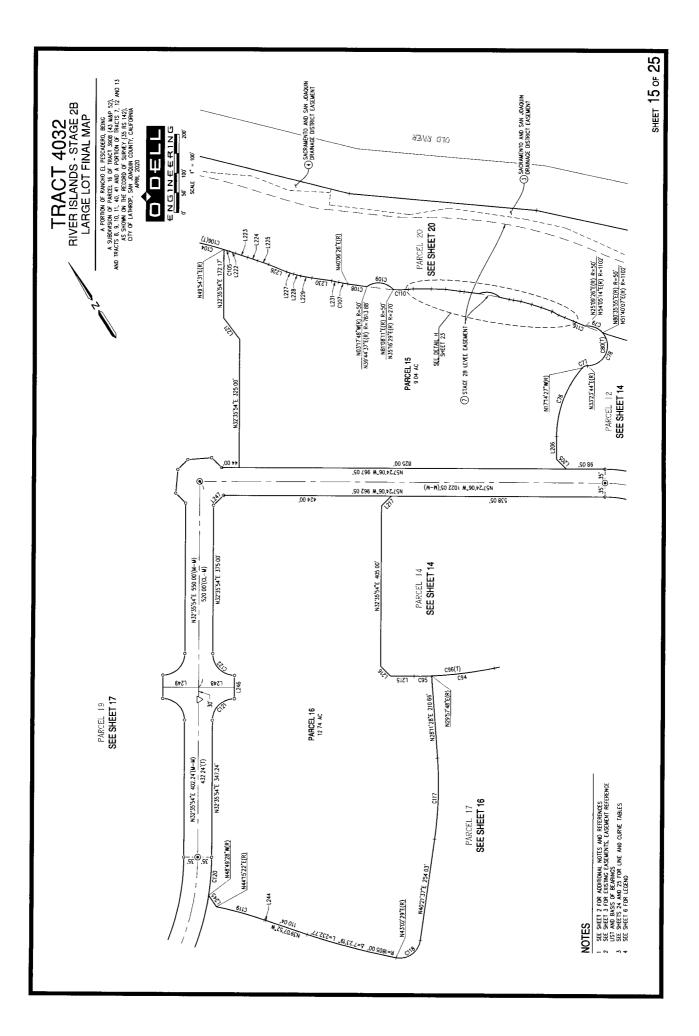


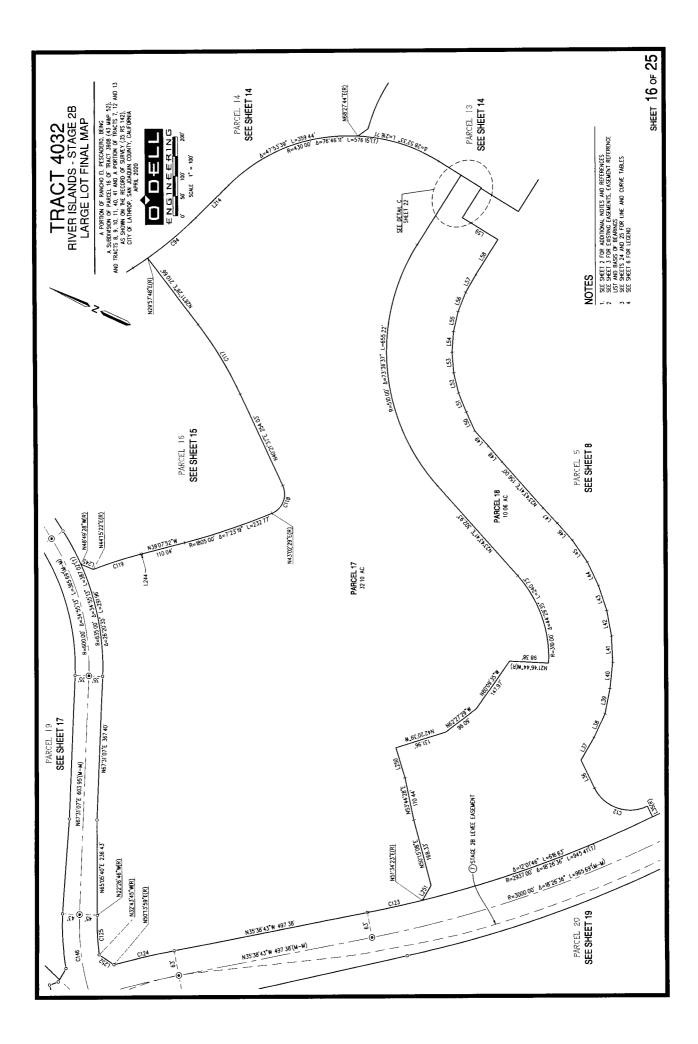


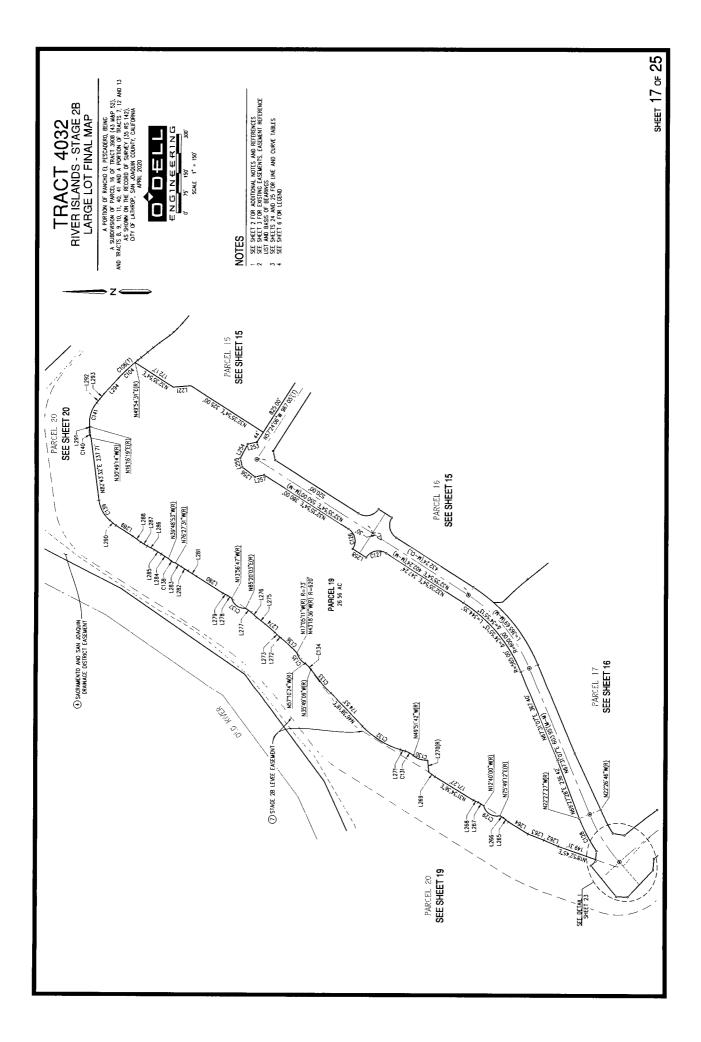


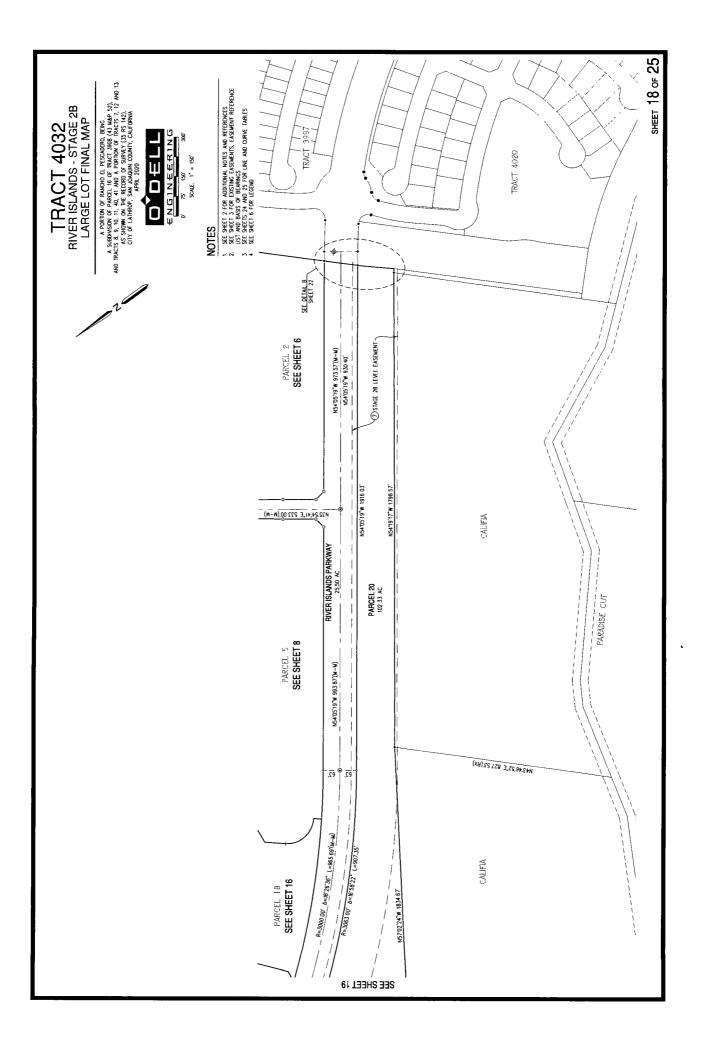


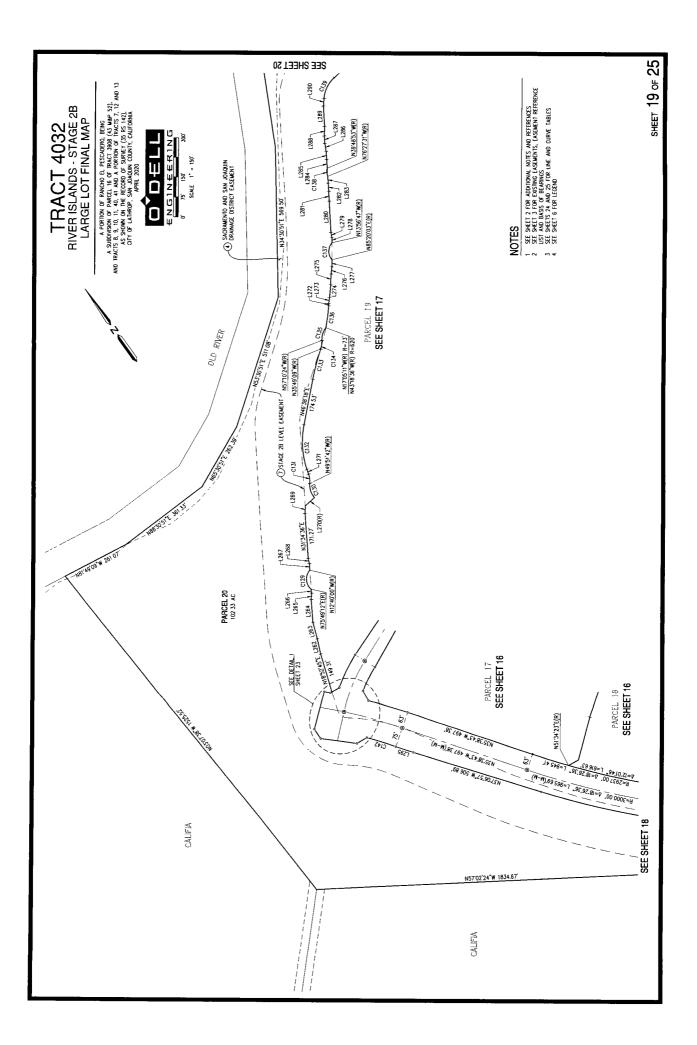


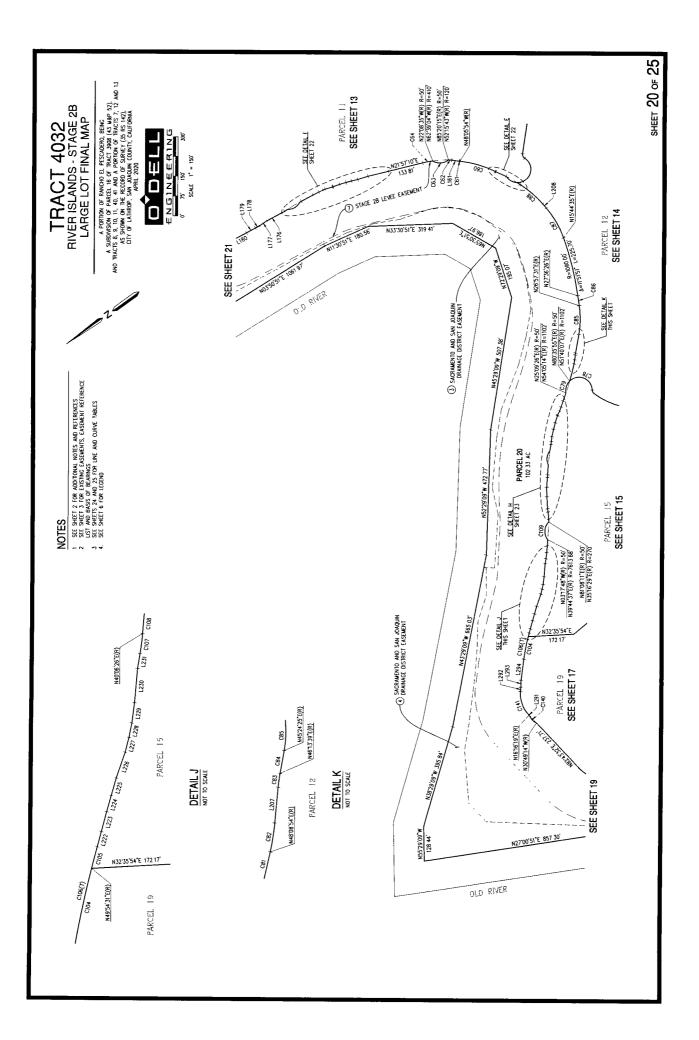


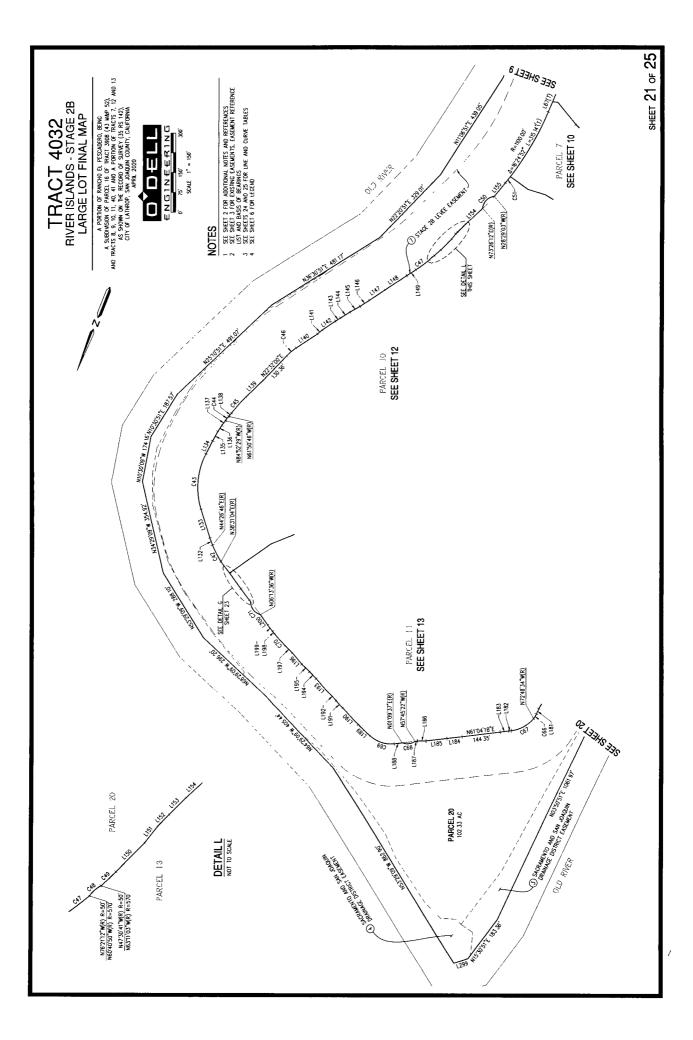


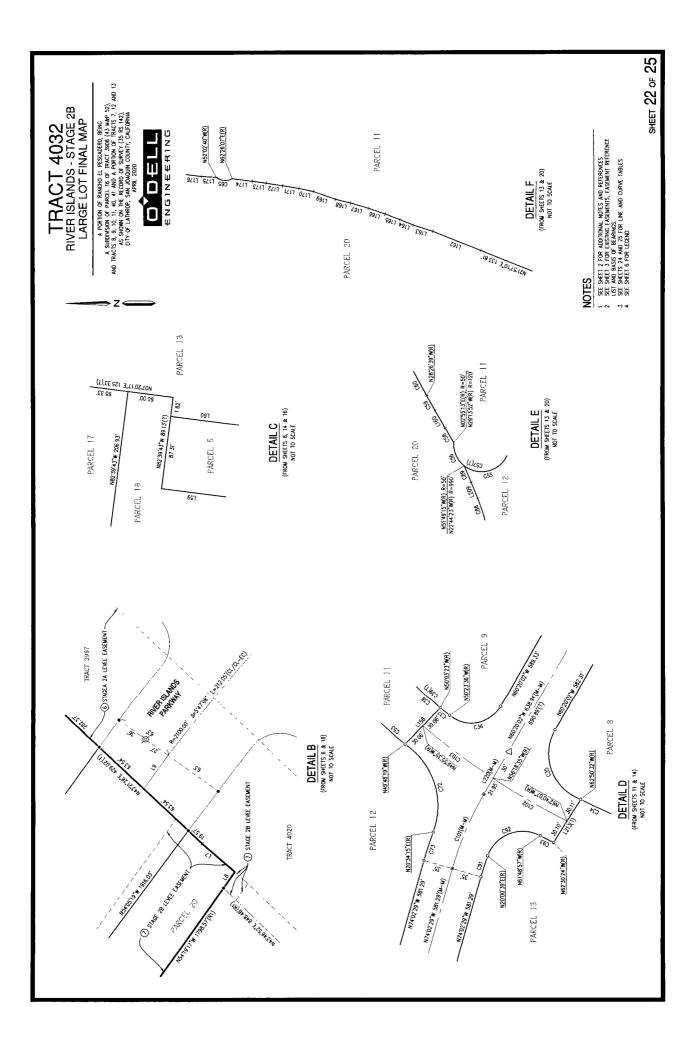


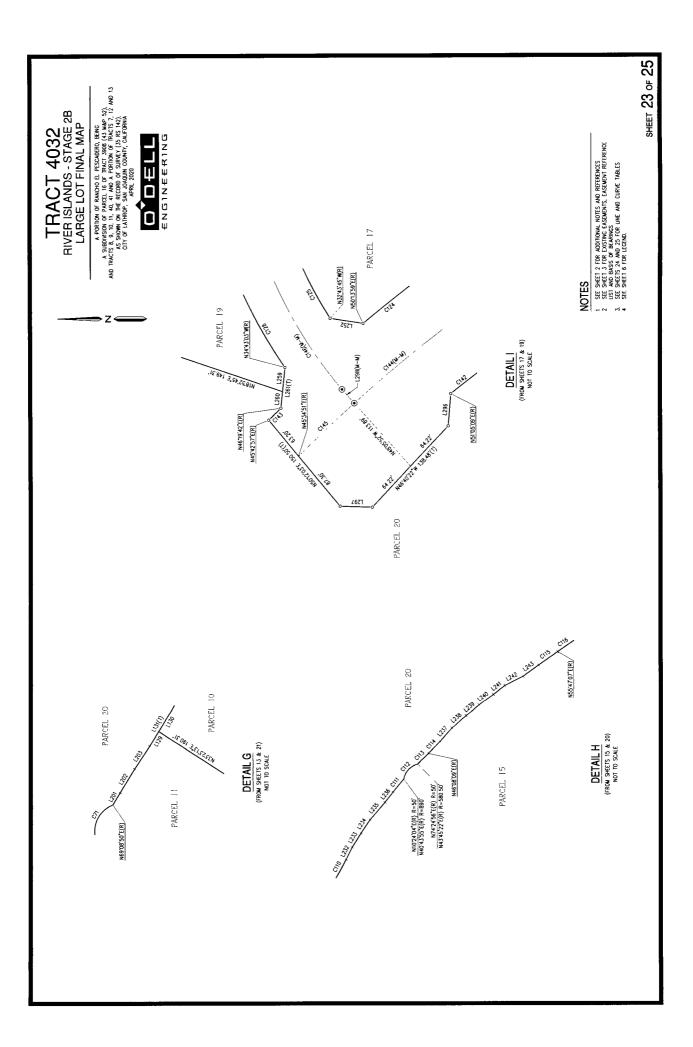












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11002 U7 MH41321W 33.89 L122 M2959604E 9.121 L165 ME2722E 26.45 L172 M290259W 35.36 L255 M127406W 128 M99064W \$2.90 L123 M1809057E 91.21 L103 M575456W 60.27 L255 M1224064W 91.21 L128 M2724064W 91.21 L128 M2724064W 10.25 M1224064W 10.25 M1224064W M1292464W M2724064W M2724064W M272464W M272464W <td< td=""></td<>
125 00 L/3 N90840°W 32 90 L124 N180900°E 91 21 L168 N14020°F 213 L137 L268 L268 N273554°K L268 N323554°K 42.45 L/3 N772644°E 74.37 L169 N19785°E 2955 L24 M697554°W 16.16 L259 M641141°W
42.43 [139 N77-2644'E 74.57 [124 N67001'E 91.21' [159 N1978'52'E 29.55' [1214 N692'554'W 116.18' [1259 N8411'41'W
N3932377E 3000' LBO NB50826E 567' [1125 N60441'W 84 74' [170 N123624'E 844' [1270 N572406'W 5977' [260 N841'4'W 693
N39363012 2888 L61 N114247E 621 L126 N20057W 7000 L171 N52813E 1727 L216 N122406W 35.36 L216 N6H141W 3896
M844920W 66 26 1 62 M643300E 544 1127 M74922E 70 00 1172 M55531E 24 67 127 M73554E 35.96 1262 M230537E 5981
NB93548T 66.58 L83 N65:3204T 1763 L128 N61:55:36'W 11100 L173 N728.37E 50.53 L218 N381:204'W 11773 L263 N2041'05T 63.58'
M761154TE 66.56 164 M721653TE 7409 (U29 M665447W 2.65 U174 M72295TE 6.31 U219 M891204W 11773 [L264 M311026TE 8720]
NTTOODZE 66.26 LOS NTGT947W 87.25 L130 NG53447W 53.61 L175 N1771TE 13.06 L220 N602002W 51.95 L256 N373549TE 23.90
66 26' L86 N6611'09"W 59 75' L131
+
66 26' L88 N73'52'07"E 19 73' L133
MODV18T 66.35 LB9 M17357T 1116F L134 M679504E 54.70 L179 N776'86'E 38.39 L224 N384852'W 26.72 [1269 N377842'E 2910'
N302910TE 66.45 L90 N8440959514 7115 L136 N70518TE 40.45 L180 N71953TE 49.72 L125 N35220074 2355 L270 M842935TE 46.04

TRACT 4032		HIVEN ISLANDS - SLAGE 28	LARGE LOT FINAL MAP	A PORTION OF RANCHO EL PESCADERO BEING	A SUBDAYSION OF PARCEL IS OF TRACEL AND GALARY S AND A SUBJACT AND A SUPPORT AND A	AND INCLUDED 3. STORED AND AND AND AND AND AND AND AND AND AN	CITY OF LATHROP, SADA JAONIN CANTY, CALIFORNIA ARRI, 2020																																									
	CURVE TABLE	CURVE RADIUS DELTA LENGTH	-+	C137 50.00 80'43'10" 70.44'	C138 50 00 36'38'38" 31 98'	C139 120 00 42'33'35" 89 14'	C140 50 00 47'05'33" 41 10'	120.00 46'53'5R	"00'3FT 00 200'			C144 2100.00 615'25" 229 33'	C145 2100 00 2'31'01" 92 25'	C146 600 00 19'25'15" 203 38'																																		
	CURVE TABLE	RADIUS DELTA LENGTH	365 00 4'03'08* 25 81'	C92 44 00 9810'23" 75 39' C	C93 880 00 0.41'27" 10 61' C	C34 970.00 9'23'42 159.06 C	2'38'06" 44 61'	470.00 12-0148" 203.67'	,00 88 _00,0101 00 010	N9 89 70 71 51 00 C97	335 00 35 50 24" 209 55'	C99 300 00 1912'02" 100 53' C	C100 300 00 3550'24" 187 66' C	C101 400.00 13.42'26" 95.69' C	C102 850.00 6"21'32" 94.34"	C103 850 00 6"23"00" 94 70"	C104 730 00 6'50'44" 87 22'	C105 730 D0 1'07'26" 14.32'	C106 730.00 7'58'10" 101.54'	C107 270 00 5 05 37 24 00	C108 7613 88 0'21'50" 48 35'	50.00	270.00 8:06'13"	890.00 2'27'00"	50.00 64700'51"	580 E0 3m0'48"	120 00 504'48	*30/LC1 00 010	1102 00 1.41'55'	-an'nrci 00.02 p	52 00 92.40'52"	1080 00 6'38'32"	635.00 8'34'38"	C121 55 00 90'00'00" 86 39'	C122 55 00 90'00'00" 86 39'	C123 2937 00 2'46'54" 142 60'	C124 2163 00 4'07'18" 155.60'		C126 55.00 90'00'00" 86.39'	C127 55 00 90'00'00" 86 39'	C128 64.3 00 1215'36" 137 59'	C129 50.00 91°30'49" 79.86'	C130 73.00 45'38'42" 58.16'	C131 87 00 2315'22" 35 31'	C132 330 00 29*45'22" 171 38'	C133 903.00 7:32'33" 118.87'	CI34 87 00 21 21 15 32 42'	and a sub-
N SHEETS X THROUGH XX ONLY	CURVE TABLE	CURVE RADIUS DELTA LENGTH	200 00 12'49'45"	C47 570 00 6"22"10" 63 36"	C48 50 00 28'50'32" 25 17'	C49 570 00 309'41" 31 45'	50 00 78'04'44"	1100.00	"01-101 00 001	420 00 / 46 38	C53 880 00 3'33'28" 54 64'	C54 17 00 66'14'06" 19 65'	C55 50 00 150'39'42" 131 48'	C56 50.00 5444'28" 47.77'	C57 50 00 205'24'11 [*] 179 25'	C58 120 00 0'50'41" 1 77'	80 00 1.37'54"	C60 405 00 19'39'15" 138 93'	-	C62 120 00 5'56'37" 12.45'	50.00 72.31'10"	410.00 5.23'46"	50 00 65 31'14"	B0.00 14'52'51"	125 00 45'07'50"	_00,021 00.021	38 33 00 5076'18"	201/202 00 0E 3	50.00 75:22'26"	-T1,-C-UL 0008	435 00 4'36'44"	265.00 35'50'24"	335 00 1912'02"	C76 270 00 40'09'39 ⁻ 189 25'	C77 17 00 50'38'11" 15 02'	C78 50 00 132'47'49" 115 89'	C79 50.00 55'26'29" 48.38'	50 00	1102 00	C82 120 00 710'16" 15 02'	C83 80 00 515'01" 7 33'	C84 5020 00 0-49'13" 71 88'	C85 340 00 18'26'55" 109 48'	CB6 3315.00 0'38'55" 37.53'	C87 355 00 21'02'24* 130 36'	CBB 370.00 16'46'06" 10B 28'	CB9 990 00 0'40'28" 11 65'	110 00 STIC 100 STIC
CURVE TABLES FOR COURSES SHOWN ON SHEETS X THROUGH XX ONLY	CURVE TABLE	CURVE RADIUS DELTA LENGTH	-	C2 390 00 19'37'36" 133 59'	C3 390 00 16'46'36" 114 20'	C4 390 00 36'24'12' 247 79'	425 00 36'24'12'	TK0 00 200	ID 00 67 00 600	230.00 402.41	C8 55 00 90'00" 86 39'	C3 55.00 90'00" 86 39'	CI0 460 00 36"24"12" 292 26"	3.37'56"	C12 100 00 90'05'53" 157 25'	C13 3103 00 2'02'54" 110 93'	50 00 91.31'23"	C15 3103.00 1'38'47" 89.16'	C16 50 00 92'01'58" 80.31'	C17 50.00 93'00'44" 81 17'	270.00 9'08'4.3"	230 00 3 59 22	50 00 92.32'16"	15 00 B6 36 24	B0.00 7'41'41"	100:00 / 11 10	-90,51,51 66'14'06"	50 00	_00,00.06 00.95	1965 00 015107	1965.00 215'25"	1965 00 2'30'27"	2000.00 4'06'07"	C31 1970 00 211'35* 75 41'	C32 2035 00 2'27'59 [*] 87 60'	C33 55.00 90'00° 86 39'	C34 820 00 111156" 160 28'		C36 40 00 99'56'27" 69 77'	C37 820 00 0"20'12" 4 82'	C38 820 00 3'48'32" 54.51'	C39 820.00 4'08'44" 59 33'	C40 360 00 13'45'46" 86 47'	C41 360.00 0'21'34 ⁻ 2 26'	C42 680 00 5'55'41" 70 36'	C43 275 00 45'02'32" 216 19'	C44 50 00 23701'42° 20 10'	11 00 000 110

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) with the City of Lathrop for Final Map Tract 4032 Lakeside West and Old River Districts Page 9 of 13

EXHIBIT B

CITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE	(MM/DD/YYYY)
05/	/22/2020

							05	/22/2020					
C B	ERTIFICATE DOES NOT AFFIRMAT	IVELY C	OR NEGATIVELY AMEND, E DOES NOT CONSTITU	Y AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS , EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ITE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED									
If		to the t	erms and conditions of th	policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. the policy, certain policies may require an endorsement. A statement on									
	DUCER	o the ce	runcate noider in neu of si										
	Lis Towers Watson Insurance Servic	es West	, Inc.	CONTACT Willis Towers Watson Certificate Center PHONE FAX									
	26 Century Blvd		,	PHONE FAX (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378									
	. Box 305191			E-MAIL ADDRESS: certificates@willis.com									
Nasl	nville, TN 372305191 USA			INS	NAIC #								
				INSURERA: United	12537								
INSU				INSURER B: Starr	13604								
	er Islands Development, LLC V Stewart Rd			INSURER C :									
Lat	nrop, CA 95330			INSURER D :									
				INSURER E :									
				INSURER F :									
CO	VERAGES CER	TIFICAT	E NUMBER: W16510599										
IN CI E)	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	EQUIREM PERTAIN POLICIES	ENT, TERM OR CONDITION , THE INSURANCE AFFORDI S. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	ст то	WHICH THIS					
INSR LTR	TYPE OF INSURANCE	ADDL SUB		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT							
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	2,000,000					
A						MED EXP (Any one person)	\$						
		Y	ATN-SF1811644P	03/19/2018	03/19/2021	PERSONAL & ADV INJURY	s	1,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE	s	2,000,000					
	POLICY × PRO- JECT LOC			,		PRODUCTS - COMP/OP AGG	\$	2,000,000					
	OTHER						\$						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT	\$						
	ANY AUTO					(Ea accident) BODILY INJURY (Per person)	\$						
	OWNED SCHEDULED					BODILY INJURY (Per accident)	s						
	AUTOS ONLY AUTOS HIRED NON-OWNED					PROPERTY DAMAGE	\$ \$						
	AUTOS ONLY AUTOS ONLY					(Per accident)							
							\$						
A	V EXOSOD LAD		BTN1814514W	03/10/2010	03/10/2021	EACHOCCURRENCE	\$	2,000,000					
	CLAIMSTWADE		BIN1014514W	03/19/2018	03/19/2021	AGGREGATE	\$	3,000,000					
	DED RETENTION \$						\$						
	AND EMPLOYERS' LIABILITY Y / N					PER OTH- STATUTE ER							
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$						
	(Mandatory in NH)					E L. DISEASE - EA EMPLOYEE	\$						
	DÉSCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$						
в	Excess Liability		1000024047	03/19/2018	03/19/2021	Each Occ/Agg:	7,000	,000.00					
Thi	RIPTION OF OPERATIONS / LOCATIONS / VEHICL s Voids and Replaces Previous	ly Issu	ed Certificate Dated	e, may be attached if more 05/21/2020 WITI	e space is require H ID: W164	ed) 94725.							
	RIVER ISLANDS - Large Lot Fin	-	2										
The as i	City of Lathrop, its officers Additional Insureds as respect	s, City ts the	Council, boards and General Liability pol	commissions and icy. The insura	i members ince cover	thereof, its employ age afforded by thi	ees a s pol	nd agents icy shall					
CER				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.									
C1+	v of Lathron		ł	AUTHORIZED REPRESENTATIVE									
	y of Lathrop Towne Centre Drive												
	hrop, CA 95330			Jin J.A									
				© 19	88-2016 AC	ORD CORPORATION.	All riat	nts reserved.					

AGENCY CUSTOMER ID:

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMEDINSURED River Islands Development, LLC 73 W Stewart Rd						
POLICY NUMBER		Lathrop, CA 95330						
See Page 1								
CARRIER	NAIC CODE							
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1						

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ______ FORM TITLE: Certificate of Liability Insurance

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 as respects the insureds operations.

POLICY NUMBER: ATN-SF1811644P COMMERCIAL GENERAL LIABILITY CG 20 10 07 04 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	As Required By Written Contract, Fully Executed Prior To
its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	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)

(Third Farty's Oble 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

Name and Address of Other Person/Organization

Number of Days Notice

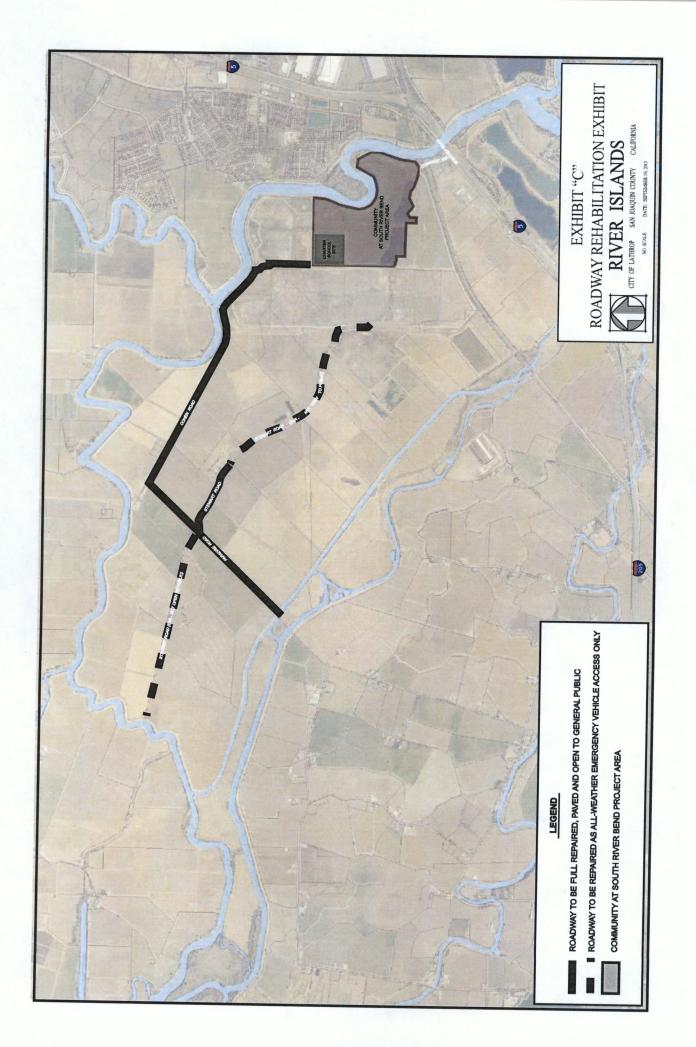
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330 30 Days

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

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) with the City of Lathrop for Final Map Tract 4032 Lakeside West and Old River Districts Page 10 of 13

EXHIBIT C

COHEN/PARADISE/STEWART REHABILITATION MAP



Subdivision Improvement Agreement (River Islands Stage 2B, LLC) with the City of Lathrop for Final Map Tract 4032 Lakeside West and Old River Districts Page 11 of 13

EXHIBIT D

TRACT 4032 ENGINEER'S ESTIMATE FOR UNFINISHED PORTIONS OF RIVER ISLANDS PARKWAY AND BACKBONE COLLECTOR ROADS



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

May 18, 2020 Job No.: 25503-45

ltem	Description	Quantity	Unit		Unit Price		Amount
1	Sanitary Sewer (90% Completion)	1	LS	\$	18,000.00	\$	18.000.00
2	Storm Drain (95% Completion)	1	LS	\$		\$	15,000.00
3	Domestic Water, Recycled Water, Non-Potable Water, & Lake Fill Line (90% Completetion)	1	LS	\$	78,500.00	•	78,500.00
4	Joint Trench (60% Completion)	1	LS	\$	511,519.00	\$	511,519.00
5	Concrete (30% Completion)	1	LS	\$	360,547.00	\$	360,547,00
6	Finish Grade, AB & AC Paving (25% Completion)	1	LS	\$	1,296,039.00	\$	1,296,039.00
7	Signing, Striping & Monuments (0% Completion)	1	LS	\$	35,000.00	\$	35,000.00
		τοτμ		тт	O COMPLETE	\$	2,314,605.00

Notes:

1) Estimate for cost to complete based on cost to complete summary sheet and backup documents for Stage 2B River Islands Parkway received on May 18, 2020.



May 18, 2020 Job No.: 25503-56

ENGINEER'S BOND ESTIMATE COST TO COMPLETE RIVER ISLANDS - STAGE 2B STAGE 2B BACKBONE ROADS

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

ltem	Description	Quantity	Unit		Unit Price		Amount
1 2 3 4 5 6	Sanitary Sewer (90% Completion) Storm Drain (90% Completion) Domestic Water & Non-Potable Water (90% Completetion) Joint Trench (55% Completion) Concrete & Pavement (25% Completion) Signing, Striping & Monuments (0% Completion)	1 1 1 1 1 1	LS LS LS LS LS	\$ \$ \$ \$ \$	51,000.00 58,000.00 93,250.00 705,895.00 2,160,000.00 45,000.00	\$ \$ \$ \$	51,000.00 58,000.00 93,250.00 705,895.00 2,160,000.00 45,000.00
		тоти		тт	O COMPLETE	\$	3,113,145.00

Notes:

1) Estimate for cost to complete based on cost to complete summary sheet and backup documents for Stage 2B Backbone Roads received on May 18, 2020.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) with the City of Lathrop for Final Map Tract 4032 Lakeside West and Old River Districts Page 12 of 13

EXHIBIT E

TRACT 4032 ENGINEER'S ESTIMATE FOR RIVER ISLANDS PARKWAY AND BACKBONE COLLECTOR ROADS



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

February 27, 2018 Job No.: 25503

ltem	Description	Quantity	Unit	<u>t</u>	Unit Price		Amount
	STREET WORK						
1	Fine Grading	505,200	SF	\$	0.45	\$	227,340.00
2	7" AC Paving	261,400	SF	\$	3.50	•	914,900.00
3	13" Aggregate Base	261,400	SF	\$	1.95	•	509,730.00
4	12" Lime Treatment	261,400	SF	\$	1.10	+	287,540.00
5	Vertical Curb and Gutter (with AB cushion)	7,800	LF	\$	15.00		117,000.00
6	Type F Median Curb (with AB cushion)	7,300	LF	\$	18.00		131,400.00
7	Concrete Sidewalk	62,720	SF	\$	5.00	•	313,600.00
8	Handicap Ramps	13	EA	\$	2,500.00		32,500.00
9	Survey Monuments	7	EA	\$	300.00	\$	2,100.00
10	Barricades	2	EA	\$	1,500.00	•	3,000.00
11	Traffic Signing & Striping	4,000	LF	\$	5.00	\$	20,000.00
12	Dewatering (Budget)	4,000	LF	\$	100.00	\$	400,000.00
	Subtotal Street Work					\$	2,959,110.00
	STORM DRAIN						
13	Catch Basins (type A inlet)	10		•	0 (00 00	•	
14	Catch Basins (type A inlet over type I manhole base)	10	EA	\$	2,400.00	\$	24,000.00
15	Catch Basins (type A inlet over type III manhole base)	4	EA	\$	2,800.00	\$	11,200.00
16	15" Storm Drain Pipe	2	EA	\$	7,500.00	\$	15,000.00
17	18" Storm Drain Pipe	730	LF	\$	34.00	\$	24,820.00
18	24" Storm Drain Pipe	390	LF	\$	46.00	\$	17,940.00
19	60" Storm Drain Pipe	170	LF	\$	65.00	\$	11,050.00
20	Storm Drain Stub & Plug	130	LF	\$	140.00	\$	18,200.00
20	otom bran otob a ring	1	EA	\$	1,000.00	\$	1,000.00
	Subtotal Storm Drain					\$	123,210.00
	SANITARY SEWER						
21	8" Sanitary Sewer Pipe	135	LF	\$	28.00	\$	3,780.00
22	10" Sanitary Sewer Pipe	95	LF	\$	35.00	\$	3,325.00
23	10" Sanitary Sewer Force Main Pipe	2,010	LF	\$	85.00	\$	170,850.00
24	12" Sanitary Sewer Pipe	95	LF	\$	42.00	\$	3,990.00
25	24" Sanitary Sewer Pipe	2,860	LF	\$	150.00	\$	429,000.00
26	Manholes (Trunk)	9	EA	\$	6,000.00	\$	54,000.00
27	Force Main ARV	2	EA	\$	2,500.00	\$	5,000.00
28	Sewer Stub & Plug	8	EA	\$	1,000.00	\$	8,000.00
29	Connect to Existing Sanitary Sewer	1	EA	\$	3,000.00	\$	3,000.00
	Subtotal Sanitary Sewer					\$	680,945.00

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						ENGINE
ltem	Description	Quantity	Unit	Unit Price	·	Amount
	WATER SUPPLY					
30	8" Water Line (including all appurtenances)	170	LF	\$ 32.00	\$	E 440.0
31	10" Water Line (including all appurtenances)	150	LF	\$ 40.00	ъ \$	5,440.0
32	20" Water Line (including all appurtenances)	4,000	LF	\$ 100.00	э \$	6,000.0
33	GV	4,000	EA	\$ 1,550.00	э \$	400,000.0
34	BV	14	EA	\$ 5,000.00	φ \$	9,300.0 70,000.0
35	ARV	2	EA	\$ 2,500.00	φ \$	70,000.0
36	BOV	9	EA	\$ 4,000.00	φ \$	5,000.0
37	Fire Hydrants	14	EA	\$ 4,000.00	э \$	36,000.0
38	Water Plug & Stub	7	EA	\$ 4,000.00	э \$	56,000.0
39	Connect to Existing Water	1	EA	\$ 4,000.00	э \$	7,000.0 4,000.0
	Subtotal Water Supply				\$	598,740.0
	RECYCLED WATER					
10	16" Recycled Water Line (including all appurtenances)	3,980	LΕ	\$ 65.00	\$	258,700.0
11	BV	7	EA	\$	\$	28,000.0
2	ARV	2	EA	\$ 2,500.00	\$	5,000.0
3	BOV	2	EA	\$ 4,000.00	\$	8,000.0
4	Recycled Water Plug & Stub	2	EA	\$ 1,000.00	\$	2,000.0
5	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$	5,000.0
	Subtotal Recycled Water				\$	306,700.0
	NON-POTABLE WATER					
6	8" Non-Potable Water Line (including all appurtenances)	140	LF	\$ 35.00	\$	4,900.00
7	10" Non-Potable Water Line (including all appurtenances)	120	LF	\$ 50.00	\$	6,000.0
8	16" Non-Potable Water Line (including all appurtenances)	3,990	LF	\$ 80.00	\$	319,200.00
9	GV	4	EA	\$ 1,550.00	\$	6,200.00
0	BV	10	EA	\$ 4,000.00	\$	40,000.00
1	ARV	2	EA	\$ 2,500.00	\$	5,000.00
2	BOV	8	EA	\$ 4,000.00	\$	32,000.00
	Non-Potable Water Plug & Stub	6	EA	\$ 1,000.00	\$	6,000.00
4	Connect to Existing Non-Potable Water	1	EA	\$ 	\$	3,000.00
	Subtotal Irrigation Water				\$	422,300.00
-						
5	16" Lake Fill Line (including all appurtenances)	1,160	LF	\$ 50.00	\$	58,000.00
	3" Aeration Line (including all appurtenances)	1,160	LF	\$ 4.00		4,640.00
	BV	3	EA	\$ 4,000.00	\$	12,000.00
	ARV	1	EA	\$ 2,500.00	\$	2,500.00
		2	EA	\$	\$	8,000.00
	Lake Fill Stub & Plug	1	ΕA	\$ 1,000.00	\$	1,000.00
	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$	1,000.00
	Subtotal Lake Fill Line				\$	87,140.00

TOTAL CONSTRUCTION COST (nearest \$1,000) \$ 5,178,000.00

Notes:

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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.

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ENGINEERING

DRAFT ENGINEER'S OPINION OF PROBABLE COST RIVER ISLANDS - STAGE 2B BACKBONE ROAD IMPROVEMENTS CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 18, 2018 Job No.: 25503

Item	Description	Quantity	Unit		Unit Price		Amount
I STR	EET						
	STREET WORK						
1	Fine Grading	189,700	SF	\$	0.45	\$	95 265 00
2	4.5" AC Paving	95,400	SF	\$	2.25	э \$	85,365.00 214,650.00
3	8" Aggregate Base	95,400	SF	\$	1.20	φ \$	114,480.00
4	Vertical Curb and Gutter (with AB cushion)	4,670	LF	\$	15.00	φ \$	
5	Splitter Island Curb (with AB cushion)	200	LF	\$	15.00	φ \$	70,050.00 3,000.00
6	Roundabout Curb (with AB cushion)	160	LF	\$	18.00	φ \$	2,880.00
7	Concrete Sidewalk	36.820	SF	\$	5.00	φ \$	2,880.00
8	Roundabout Concrete	1,890	SF	\$	5.00	φ \$	
9	Handicap Ramps	29	EA	\$	2,500.00	Գ \$	9,450.00
10	Survey Monuments	13	EA	\$	300.00	э \$	72,500.00
11	Barricades	13	EA	\$	1,500.00	φ \$	3,900.00
12	Traffic Signing & Striping	2,880	LF	\$	5.00	Ф \$	19,500.00 14,400.00
13	Dewatering (Budget)	2,880	LF	\$	75.00	\$	216,000.00
	Subtotal Street Work					\$	1,010,275.00
	STORM DRAIN						
14	Catch Basins (type A inlet)	2	EA	¢	0 400 00	~	1 888 45
15	Catch Basins (type A inlet over concrete box culvert)	2	EA	\$	2,400.00	\$	4,800.00
16	Catch Basins (type A inlet over type I manhole base)	2 5	EA	\$ ¢	2,800.00	\$	5,600.00
17	Catch Basins (type A inlet over type II manhole base)	5	EA	\$	2,800.00	\$	14,000.00
18	Field Inlet (type C inlet over type I manhole base)	, 1	EA	\$ ¢	5,000.00	\$	35,000.00
19	Field Inlet (type C inlet over type II manhole base)	3	EA	\$	2,800.00	\$	2,800.00
20	15" Storm Drain Pipe	285	LF	\$	5,000.00	\$	15,000.00
21	18" Storm Drain Pipe	205	LF	\$ ¢	34.00	\$	9,690.00
22	24" Storm Drain Pipe	259	LF	\$ ¢	46.00	\$	10,120.00
23	30" Storm Drain Pipe	259 570	LF	\$ \$	65.00	\$	16,835.00
24	36" Storm Drain Pipe	702	LF	э \$	80.00	\$	45,600.00
25	42" Storm Drain Pipe	324	LF	э \$	95.00	\$	66,690.00
26	Concrete Box Culvert (3'x5')	105	LF	э \$	120.00	\$	38,880.00
27	Manholes (type I)	1	EA	э \$	400.00	\$	42,000.00
28	Manholes (type II)	4	EA	э \$	3,000.00	\$	3,000.00
	Storm Drain Stub & Plug	4	EA	э \$	5,000.00	\$ ¢	20,000.00
		U	LA	φ	1,000.00	\$	8,000.00
	Subtotal Storm Drain					\$	338,015.00

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ENGINEERING

tem	Description	Quantity	Unit		Unit Price		Amount
20	SANITARY SEWER						
30	8" Sanitary Sewer Pipe	935	LF	\$	28.00	\$	26,180.0
31	12" Sanitary Sewer Pipe	185	LF	\$	42.00	\$	7,770.0
32	Manholes	5	EA	\$	4,000.00	\$	20,000.0
33	Sewer Stub & Plug	12	EA	\$	1,000.00	\$	12,000.0
	Subtotal Sanitary Sewer					\$	65,950.0
	WATER SUPPLY						
34	8" Water Line (including all appurtenances)	575	LF	\$	32.00	\$	19 400 0
35	10" Water Line (including all appurtenances)	2,390	LF	\$	40.00	Ψ \$	18,400.0
36	GV	33	EA	\$ \$	2,500.00	ф \$	95,600.0 82,500.0
37	ARV	1	EA	Ψ \$	2,500.00	э \$	82,500.0
38	BOV	12	EA	Ψ \$	4,000.00	э \$	2,500.0
39	Fire Hydrants	6	EA	\$	4,000.00	φ \$	48,000.0
40	Water Plug & Stub	14	EA	\$	1,000.00	э \$	24,000.0 14,000.0
	Subtotal Water Supply					\$	285,000.0
	NON-POTABLE WATER						
41	8" Non-Potable Water Line (including all appurtenances)	185	LF	\$	35.00	\$	6,475.0
42	BOV	2	EA	\$	4,000.00	\$	8,000.0
43	Non-Potable Water Plug & Stub	2	EA	\$	1,000.00	↓ \$	2,000.0
	Subtotal Irrigation Water					\$	16,475.0
		SUE	ΒΤΟΤΑ	LIS	TREET COST	\$	1,715,715.00
STRI	EET					Ţ	.,
	STREET WORK						
4	Fine Grading	39,700	SF	\$	0.45	\$	17,865.00
	4.5" AC Paving	22,950	SF	\$	2.25	\$	51,637.50
6	8" Aggregate Base	22,950	SF	\$	1.20	\$	27,540.00
7	Vertical Curb and Gutter (with AB cushion)	4,340	LF	\$	15.00	\$	65,100.00
	Concrete Sidewalk	4,300	SF	\$	5.00	\$	21,500.00
	Handicap Ramps	8	EA	\$	2,500.00	\$	20,000.00
	Survey Monuments	3	EA	\$	300.00	\$	900.00
	Barricades	5	EA	\$	1,500.00	\$	7,500.00
	Traffic Signing & Striping	790	LF	\$	5.00	\$	3,950.00
3	Dewatering (Budget)	790	LF	\$		\$	59,250.00
	Subtotal Street Work					\$	275,242.50

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tem	Description	Quantity	Unit		Unit Price		Amount
	STORM DRAIN						
54	Catch Basins (type A inlet)	2	F •	•	0 400 00	•	
55	Catch Basins (type A inlet over type I manhole base)	2 1	EA	\$	2,400.00	\$	4,800.0
56	Catch Basins (type A inlet over type II manhole base)	2	EA EA	\$	2,800.00	\$	2,800.0
57	Field Inlet (type C inlet over type I manhole base)	2		\$	5,000.00	\$	10,000.0
58	Field Inlet (type C inlet over type II manhole base)	1	EA	\$	2,800.00	\$	2,800.0
59	15" Storm Drain Pipe	165	EA LF	\$	5,000.00	\$	5,000.0
60	18" Storm Drain Pipe			\$	34.00	\$	5,610.0
61	24" Storm Drain Pipe	70	LF	\$	46.00	\$	3,220.00
62	30" Storm Drain Pipe	245	LF	\$	65.00	\$	15,925.0
63	42" Storm Drain Pipe	16 250	LF	\$	80.00	\$	1,280.00
	Manholes (type I)		LF	\$	120.00	\$	30,000.00
	Manholes (type II)	1	EA	\$	3,000.00	\$	3,000.00
	Storm Drain Stub & Plug	1	EA	\$	5,000.00	\$	5,000.00
		4	EA	\$	1,000.00	\$	4,000.00
	Subtotal Storm Drain					\$	93,435.00
	SANITARY SEWER						
67	8" Sanitary Sewer Pipe	430	LF	\$	28.00	\$	12,040.00
68	Manholes	2	EA	\$	4,000.00	Ψ \$	8,000.00
69	Sewer Stub & Plug	5	EA	\$	1,000.00	Ψ \$	5,000.00
	Subtotal Sanitary Sewer					æ	
	Cablotal Cantary Sewer					\$	25,040.00
70 i	8" Water Line (including all appurtenances)	585	LF	\$	32.00	\$	18,720.00
	10" Water Line (including all appurtenances)	205	LF	\$	40.00	\$	8,200.00
	GV DOL	10	EA	\$	2,500.00	\$	25,000.00
		5	EA	\$	4,000.00	\$	20,000.00
	Fire Hydrant	1	EA	\$	4,000.00	\$	4,000.00
′5 ۱	Water Plug & Stub	5	EA	\$	1,000.00	\$	5,000.00
	Subtotal Water Supply					\$	80,920.00
						\$	

							ENGINEERING
Item	Description	Quantity	Unit		Unit Price		Amount
MST	REET						
	STREET WORK						
76	Fine Grading	157,400	SF	¢	0.45	<u>۴</u>	70.000.00
77	4.5" AC Paving	80,800	SF	\$ ¢	0.45	\$	70,830.00
78	8" Aggregate Base	80,800	SF	\$ \$	2.25	\$	181,800.00
79	Vertical Curb and Gutter (with AB cushion)	4,090	LF	э \$	1.20	\$	96,960.00
80	Splitter Island Curb (with AB cushion)	-,090	LF	э \$	15.00 15.00	\$	61,350.00
81	Roundabout Curb (with AB cushion)	160	LF			\$	2,925.00
82	Driveway Approach	100	EA	\$	18.00 600.00	\$	2,880.00
83	Concrete Sidewalk	32,950	SF	ф \$	5.00	\$ ¢	600.00
84	Roundabout Concrete	1,890	SF	₽ \$	5.00	\$	164,750.00
85	Handicap Ramps	1,000	EA	φ \$	2,500.00	\$	9,450.00
86	Survey Monuments	6	EA	\$	2,300.00	\$	35,000.00
87	Barricades	3	EA	\$	1,500.00	\$	1,800.00
88	Traffic Signing & Striping	2,010	LF	Ψ \$	5.00	\$ \$	4,500.00
89	Dewatering (Budget)	2,010	LF	\$	75.00	φ \$	10,050.00 150,750.00
	Subtotal Street Work					\$	793,645.00
	STORM DRAIN						
90	Catch Basins (type A inlet)	8	EA	\$	2,400.00	\$	19,200.00
91	Catch Basins (type A inlet over concrete box culvert)	2	EA	\$	2,800.00	\$	5,600.00
92	Catch Basins (type A inlet over type I manhole base)	2	EA	\$	2,800.00	\$	5,600.00
93	Field Inlet (type C inlet over Type I manhole base)	2	EA	\$	2,800.00	\$	5,600.00
94	15" Storm Drain Pipe	460	LF	\$	34.00	\$	15,640.00
95	18" Storm Drain Pipe	115	LF	\$	46.00	\$	5,290.00
96	24" Storm Drain Pipe	510	LF	\$	65.00	\$	33,150.00
97	30" Storm Drain Pipe	110	LF	\$	80.00	\$	8,800.00
98	Concrete Box Culvert (3'x6')	130	LF	\$	450.00	\$	58,500.00
99	Manholes (type I)	1	EA	\$	3,000.00	\$	3,000.00
100	Storm Drain Stub & Plug	4	EA	\$	1,000.00	\$	4,000.00
	Subtotal Storm Drain					\$	164,380.00
	SANITARY SEWER						
	8" Sanitary Sewer Pipe	1,350	LF	\$	28.00	\$	37,800.00
	Manholes	4	EA	\$	4,000.00	\$	16,000.00
	Manholes (Trunk)	1	EA	\$	6,000.00	\$	6,000.00
104	Sewer Stub & Plug	3	EA	\$	1,000.00	\$	3,000.00
	Subtotal Sanitary Sewer					\$	62,800.00

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ENGINEERING

							CHUMPERING
Item	Description	Quantity	Unit		Unit Price		Amount
	WATER SUPPLY						
105							
106	10" Water Line (including all appurtenances)	175	LF	\$	32.00	\$	5,600.00
107	GV	2,125	LF	\$	40.00	\$	85,000.00
107	BOV	14	EA	\$	2,500.00	\$	35,000.00
109		4	EA	\$	4,000.00	\$	16,000.00
	Fire Hydrants	4	EA	\$	4,000.00	\$	16,000.00
110	Water Plug & Stub	3	EA	\$	1,000.00	\$	3,000.00
111	Connect to Existing Water	1	EA	\$	4,000.00	\$	4,000.00
	Subtotal Water Supply					\$	164,600.00
	NON-POTABLE WATER						
112	10" Non-Potable Water Line (including all appurtenances)	2,040	LF	\$	45.00	\$	91,800.00
113	GV	5	EA	\$	2,500.00	\$	12,500.00
114	BOV	1	EA	\$	4,000.00	\$	4,000.00
115	Connect to Existing Non-Potable Water	1	EA	\$	4,000.00	\$	4,000.00
				•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ŷ	4,000.00
	Subtotal Irrigation Water					\$	112,300.00
		SUB	TOTAL	. M S	TREET COST	\$	1,297,725.00
0 STR	EET						
	STREET WORK						
116	Fine Grading	52,400	SF	¢	0.45	æ	00 500 00
117	4.5" AC Paving	27,100	SF	\$ \$	0.45 2.25	\$	23,580.00
118	8" Aggregate Base	27,100	SF	.₽ \$		\$ ¢	60,975.00
119	Vertical Curb and Gutter (with AB cushion)	1,500	LF	э \$	1.20	\$ ¢	32,520.00
120	Rolled Curb and Gutter (with AB cushion)	70	LF	э \$	15.00	\$	22,500.00
121	Concrete Sidewalk	9,800	SF	э \$	15.00	\$	1,050.00
122	Handicap Ramps	9,800 6			5.00	\$	49,000.00
123	Survey Monuments	3	EA	\$	2,500.00	\$	15,000.00
	Barricades	3	EA	\$ ¢	300.00	\$	900.00
	Traffic Signing & Striping	-	EA	\$	1,500.00	\$	6,000.00
126	Dewatering (Budget)	935 935	LF LF	\$ \$	5.00	\$	4,675.00
		900	LF	Φ	75.00	\$	70,125.00
	Subtotal Street Work					\$	286,325.00

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							ENGINEERI
ltem	Description	Quantity	Unit		Unit Price		Amount
	STORM DRAIN						······································
127	Catch Basins (type A inlet)	2	EA	¢	2 400 00	¢	4 000 00
128	Catch Basins (type A inlet over concrete box culvert)	2	EA	\$	2,400.00		4,800.00
129	Catch Basins (type A inlet over type I manhole base)	2		\$	2,800.00		5,600.00
130	Catch Basins (type A inlet over type II manhole base)		EA	\$	2,800.00	\$	11,200.00
131	15" Storm Drain Pipe	225	EA	\$	5,000.00	\$	5,000.00
132	24" Storm Drain Pipe	335 365	LF LF	\$	34.00	\$	11,390.00
133	30" Storm Drain Pipe			\$	65.00	\$	23,725.00
134	36" Storm Drain Pipe	240	LF	\$	80.00	\$	19,200.00
135	Concrete Box Culvert (3'x7')	125	LF	\$	95.00	\$	11,875.00
136	Manholes (type II)	130	LF	\$	500.00	\$	65,000.00
137	Storm Drain Stub & Plug	2	EA	\$	5,000.00	\$	10,000.00
101		4	EA	\$	1,000.00	\$	4,000.00
	Subtotal Storm Drain					\$	171,790.00
	SANITARY SEWER						
138	8" Sanitary Sewer Pipe	550	LF	\$	28.00	\$	15,400.00
39	12" Sanitary Sewer Pipe	320	LF	\$	42.00	\$	13,440.00
40	Manholes (Trunk)	3	EA	\$	6,000.00	\$	18,000.00
41	Sewer Stub & Plug	2	EA	\$	1,000.00	\$	2,000.00
	Subtotal Sanitary Sewer					\$	48,840.00
	WATER SUPPLY						
42	8" Water Line (including all appurtenances)	150	LF	\$	32.00	\$	4,800.00
43	10" Water Line (including all appurtenances)	780	LF	\$	40.00	\$	31,200.00
44	GV	7	EA	\$	2,500.00	\$	17,500.00
45	ARV	1	EA	\$	2,500.00	\$	2,500.00
46	BOV	4	EA	\$	4,000.00	\$	16,000.00
47	Water Plug & Stub	4	EA	\$	1,000.00	Ψ \$	4,000.00
		·	273	Ψ	1,000.00	Ψ	4,000.00
	Subtotal Water Supply					\$	76,000.00
	NON-POTABLE WATER						
48	10" Non-Potable Water Line (including all appurtenances)	800	LF	\$	45.00	\$	36,000.00
	GV	1	EA	\$	2,500.00	\$	2,500.00
	ARV	1	EA	\$	2,500.00	\$	2,500.00
	BOV	1	EA	\$	4,000.00	\$	4,000.00
52	Non-Potable Water Plug & Stub	1	EA	\$	1,000.00	\$	1,000.00
	Subtotal Irrigation Water					\$	46,000.00
		SUBT	OTAL	0 S ⁻	TREET COST	\$	628,955.00
				-		Ŧ	

ltem	Description	Quantity	Unit	 Unit Price	 Amount
STR	FFT				
0//	STREET WORK				
153	Fine Grading	109,300	SF	\$ 0.45	\$ 49,185.0
154	4.5" AC Paving	59,500	SF	\$ 2.25	\$ 133,875.(
155	8" Aggregate Base	59,500	SF	\$ 1.20	\$ 71,400.0
156	Vertical Curb and Gutter (with AB cushion)	2,960	LF	\$ 15.00	\$ 44,400.0
157	Type F Median Curb (with AB cushion)	415	LF	\$ 18.00	\$ 7,470.
158	Splitter Island Curb (with AB cushion)	210	LF	\$ 15.00	\$ 3,150.0
159	Roundabout Curb (with AB cushion)	160	LF	\$ 18.00	\$ 2,880.0
160	Driveway Approach	1	EA	\$ 600.00	\$ 600.0
161	Concrete Sidewalk	14,000	SF	\$ 5.00	\$ 70,000.
162	Roundabout Concrete	1,890	SF	\$ 5.00	\$ 9,450.
163	Handicap Ramps	14	EA	\$ 2.500.00	\$ 35,000.
164	Survey Monuments	4	EA	\$ 300.00	\$ 1,200.
165	Barricades	3	EA	\$ 1,500.00	\$ 4,500.
166	Traffic Signing & Striping	1,720	LF	\$ 5.00	\$ 8,600.
167	Dewatering (Budget)	1,720	LF	\$ 75.00	\$ 129,000.
	Subtotal Street Work				\$ 570,710.
	STORM DRAIN				
168	Catch Basins (type A inlet)	6	EA	\$ 2,400.00	\$ 14,400.
169	Catch Basins (type A inlet over concrete box culvert)	2	EA	\$ 2,800.00	\$ 5,600.
170	Catch Basins (type A inlet over type I manhole base)	2	EA	\$ 2,800.00	\$ 5,600.
171	Field Inlet (type C inlet over type I manhole base)	1	EA	\$ 2,800.00	\$ 2,800.
172	15" Storm Drain Pipe	545	LF	\$ 34.00	\$ 18,530.
173	18" Storm Drain Pipe	310	ĹF	\$ 46.00	\$ 14,260.
174	24" Storm Drain Pipe	470	LF	\$ 65.00	\$ 30,550.
175	Concrete Box Culvert (3'x7')	145	LF	\$ 500.00	\$ 72,500.
176	Manholes (type I)	3	EA	\$ 3,000.00	\$ 9,000.
177	Storm Drain Stub & Plug	4	EA	\$ 1,000.00	\$ 4,000.
	Subtotal Storm Drain				\$ 177,240.
	SANITARY SEWER				
	8" Sanitary Sewer Pipe	675	LF	\$ 32.00	\$ 21,600.
179	12" Sanitary Sewer Pipe	1,085	LF	\$ 42.00	\$ 45,570.0
180	Manholes (Trunk)	6	EA	\$ 6,000.00	\$ 36,000.
181	Connect to Existing Sanitary Sewer	1	EA	\$ 3,000.00	\$ 3,000.0
	Subtotal Sanitary Sewer				\$ 106,170.0

ACCOUNT MARK DISE MALL PLACE DIVITE A CIRCER SEVERATION, DA MONER, A PLACE 203 8346 A PL219 571 2466

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Item	Description	Quantity	Unit		Unit Price		Amount
	WATER SUPPLY						
182	8" Water Line (including all appurtenances)	585	LF	\$	32.00	\$	18,720.00
183	10" Water Line (including all appurtenances)	1,190	LF	\$	40.00	\$	47,600.00
184	GV	12	EA	\$	2,500.00	\$	30,000.00
185	BOV	5	EA	\$	4,000.00	\$	20,000.00
186	Fire Hydrant	3	EA	\$	4,000.00	\$	12,000.00
187	Water Plug & Stub	4	EA	\$	1,000.00	\$	4,000.00
188	Connect to Existing Water	1	EA	\$	4,000.00	\$	4,000.00
	Subtotal Water Supply					\$	136,320.00
400	NON-POTABLE WATER			-		•	
189	10" Non-Potable Water Line (including all appurtenances)	160	LF	\$	45.00	\$	7,200.00
	Subtotal Irrigation Water					\$	7,200.00
		SUB	TOTAL	. P S	TREET COST	\$	997,640.00
TOTAL CONSTRUCTION COST (nearest \$1,000)							5,115,000.00

Notes:

1) This estimate does not include surveying, engineering, clearing, grading, erosion control, dry utilities, landscaping, irrigation, or street trees.

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

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

June 8, 2020

Via Email and Hand Delivery

Old Republic Title Company 1215 W. Center Street, Suite 103 Manteca, CA 95337 Attn: Lori Richardson

Re: Recordation of Stage 2B Large Lot Final Map 4032; Escrow No. 1214020942

Dear Lori:

This letter constitutes the joint escrow instructions ("*Escrow Instructions*") of River Islands Stage 2B, LLC, a Delaware limited liability company ("*RIS2B*") and the City of Lathrop ("*City*") in connection with the above-referenced escrow ("*Escrow*"). The Escrow was opened in connection with recordation of the above-referenced final map ("*Final Map*"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "*Transaction*." Old Republic Title Company is referred to as "you" or "*ORTC*."

A. <u>Date for Closings</u>

The Final Map will be recorded at the time designated by RIS2B 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 July 31, 2020, at the time designated in writing by RIS2B, 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*").

- B.1 Paradise Road and Cohen Road Quitclaim Deed executed in favor of River Islands Stage 2B, LLC, a Delaware limited liability company.
- B.2 One original Large Lot Final Map for Tract 4032, executed and acknowledged by the City.

The documents listed in Item B.1 and B.2 above are together referred to as the "Recordation Documents". The Recordation Documents must be recorded in the order listed above in B.1 and B.2. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

C. <u>Closing Requirements</u>

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

C.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (<u>sdellosso@riverslands.com</u>); (b) Debbie Belmar (<u>dbelmar@riverislands.com</u>); (c) Stephen Salvatore (<u>ssalvatore@ci.lathrop.ca.us</u>);

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

(d) Salvador Navarrete (<u>snavarrete@ci.lathrop.ca.us</u>; (e) Cari James (<u>cjames@ci.lathrop.ca.us</u>) and (f) Glenn Gebhardt (<u>ggebhardt@ci.lathrop.ca.us</u>), 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;

C.2. You have not received any instructions contrary to these Escrow Instructions;

C.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;

C.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;

C.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

C.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.

D. <u>Closing Process and Priorities</u>

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

D.1. Date the Recordation Documents to be recorded;

D.2. Record the Paradise Road and Cohen Road Quitclaim Deed executed in favor of River Islands Stage 2B, LLC, a Delaware limited liability company.

D.3 Record the Final Map as the Recordation Document in the Official Records;

D.4. Pay the costs associated with the Transaction;

D.5. Refund any funds delivered to you by RIS2B that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2B, LLC 73 W. Stewart Road Lathrop, CA 95330 Attn: Susan Dell'Osso

D.6. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

D.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 Stage 2B, LLC, 73 W. Stewart Road, Lathrop, CA

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

95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) a certified copy of the Recordation Documents showing all recording information of the Recordation Documents; and

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

E. 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 Stage 2B, LLC

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2B 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 RIS2B and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By:		
Its:		
Date:		

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 1214020942-LR APN No.:

WHEN RECORDED MAIL TO

Monument Preservation Fee is

River Islands Stage 2B 73 W. Stewart Road Lathrop, CA 95330

SPACE ABOVE THIS LINE FOR RECORDERS USE

Quit Claim Deed

(Portions of Cohen Road and Paradise Road through Tract 4032)

\$0.00

The undersigned grantor(s) declare(s): Documentary transfer tax is \$0.00 Government Entity R&T 11922

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Lathrop \$0.00

() Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Lathrop, a municipal corporation

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to River Islands Stage 2B, LLC, a Delaware limited liability company

that property in Unincorporated area of San Joaquin County, State of California, described as follows: See "Exhibit A" attached hereto and made a part hereof.

This document is being recorded to eliminate any possible interest in, on, over and across the land described in the attached Exhibit 'A' as created in the Document recorded October 18, 1934 in Volume 408, of Official Records, Page 95, San Joaquin County Records.

Mail Tax Statements to Grantee at address above

The City of Lathrop, a municipal corporation

By: Stephen J. Salvatore Its: City Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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 ______ County of ______

On ___

_____ 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 and official seal.

Signature: _____

(Seal)

EXHIBIT A LEGAL DESCRIPTION COHEN ROAD THROUGH TRACT 4032 RIVER ISLANDS LATHROP, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PUBLIC ROAD, KNOWN AS COHEN ROAD AND PARADISE ROAD, AS DESCRIBED IN THE INDENTURE BETWEEN RECLAIMED ISLAND LANDS COMPANY AND THE COUNTY OF SAN JOAQUIN, RECORDED OCTOBER 18, 1934, IN VOLUME 408, OF OFFICIAL RECORDS, PAGE 95, IN THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER, WITHIN TRACT 4032, AS SAID TRACT 4032 IS SHOWN ON THE MAP FILED ON 2020, IN BOOK OF MAPS AND PLATS, AT PAGE, IN THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

WILLIAM M. KOCH PROFESSIONAL LAND SURVEYOR CALIFORNIA NO. 8092



END OF

<u>5'4</u> DATE

PAGE 1 OF 2

7:125500-River Islands Phase 1A\ Legal Descriptions\Tract 4032 final map\25500-Cohen Road abandonment.doc

