

CITY OF LATHROP CITY COUNCIL SPECIAL MEETING MONDAY, JUNE 3, 2024, 5:30 P.M. COUNCIL CHAMBER, CITY HALL 390 Towne Centre Drive, Lathrop, CA 95330

AGENDA

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the office of the City Clerk (209) 941-7230. Notification 48 hours prior to a meeting will enable the City to make reasonable arrangements to ensure accessibility to that meeting [28 CFR 35 .102.35.104 ADA Title II].

This public meeting will be conducted in person; all members of the City Council will attend in person. Members of the public are welcomed in person. This meeting will also be available for public participation by teleconference via ZoomGov at the following link:

https://www.zoomgov.com/j/1614129055?pwd=NHh3Z2ttZ2NBenVwTGprSy9tUIFQZz09

- ♣ During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please "raise the hand" feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ♣ For audio / calling in only, dial: +1 (669) 254-5252 or +1 (669) 216-1590
 - To request to speak (same as the "raise hand" feature) press *9 / When the City Clerk calls your name, press *6 to unmute.
- ♣ Meeting Webinar ID: 161 412 9055 / Passcode: 117933
- If you are not able to attend the meeting in person or virtually Public comment / questions will be accepted by email to City Clerk Teresa Vargas at website-cco@ci.lathrop.ca.us or by calling (209) 941-7230. Please reference the Agenda Item, and the date of the City Council Meeting, in your written communication.
- Questions or comments submitted by email must be submitted by 4:00 p.m., on the day of the meeting.
- ♣ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

Council Meetings are live-streamed (with Closed Captioning) on Comcast Cable Channel 97, and on the City Council Webpage: https://www.ci.lathrop.ca.us/citycouncil/page/live-stream

This meeting was called by a majority of the City Council per Government Code Section 54956.5. Members of the public interested in addressing the City Council during this Special Meeting may address the item(s), which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a).



CITY OF LATHROP CITY COUNCIL SPECIAL MEETING MONDAY, JUNE 3, 2024, 5:30 P.M. COUNCIL CHAMBER, CITY HALL 390 Towne Centre Drive, Lathrop, CA 95330

AGENDA

<u>PLEASE NOTE: There will not be a Closed Session. The Special Meeting will commence at 5:30 p.m.</u>

1. PRELIMINARY

- 1.1 CALL TO ORDER
- 1.2 ROLL CALL
- 1.3 PLEDGE OF ALLEGIANCE
- 1.4 DECLARATION OF CONFLICT(S) OF INTEREST

2. CONSENT ITEM(S)

- 2.1 WAIVING OF READING OF ORDINANCES AND OR RESOLUTIONS
 Waive the Reading in Full of Ordinances and Resolutions on Agenda and
 Adopt by Reading of Title Only, Unless Otherwise Requested by the
 Mayor or a Councilmember
- 2.2 ADOPT 2024 ADEQUATE PROGRESS REPORT FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASES 1 & 2) Adopt Resolution Adopting 2024 Adequate Progress Findings Toward Providing a 200-Year Urban Level of Flood Protection in Phases 1 and 2 Levees of Island Reclamation District 2062 by the Year 2025, Acting as the Land Use Agency
- 2.3 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 30 LOTS IN TRACT 3795 VILLAGE "C6" AND "C7" WITHIN SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS Adopt Resolution Approving Final Map for Tract 3795 Village "C6" and "C7" within the South River Bend District, Totaling 30 Single Family Lots and a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC
- 2.4 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4215 VILLAGE 22 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4215 Village 22 within the Woodlands East District, Totaling 62 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC

- 2.5 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 133 LOTS IN TRACT 4219 VILLAGE 21 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS Adopt Resolution Approving Final Map for Tract 4219 Village 21 within the Woodlands East District, Totaling 133 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC
- 2.6 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 105 LOTS IN TRACT 4220 VILLAGE 23 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS Adopt Resolution Approving Final Map for Tract 4220 Village 23 within the Woodlands East District, Totaling 105 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC

3. COUNCIL COMMUNICATIONS

3.1 MAYOR DHALIWAL REFERRAL – Discuss Renaming of the "Mayor's Art Show and Sale" to the "Joyce Gatto Art Show and Sale"

4. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC Government Services Director City Clerk

PAGE LEFT INTENTIONALLY BLANK

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

ITEM: ADOPT 2024 ADEQUATE PROGRESS FINDING

TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASES 1 AND 2)

RECOMMENDATION: Adopt Resolution Adopting 2024 Adequate Progress

Findings toward providing a 200-Year Urban Level of Flood Protection in Phases 1 and 2 Levees of Island Reclamation District 2062 by the Year 2025, Acting

as the Land Use Agency

SUMMARY:

Senate Bill 5 (SB5) and related companion bills created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Starting on July 2, 2016, prior to approving discretionary land use decisions for nonresidential projects and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make a Finding of Adequate Progress toward provision of Urban Level Flood Protection (ULOP) 200-year flood protection.

City Council has adopted a series of Adequate Progress Finding Reports (APFs) toward the 200-year ULOP within Islands Reclamation District (RD) 2062 (June 20, 2016, June 5, 2017, July 9, 2018, July 8, 2019, October 12, 2020, July 12, 2021, July 11, 2022, and July 10, 2023).

The 2024 APF included as Attachment D, for Phase 1 and 2 of River Islands will allow the City of Lathrop to continue to issue discretionary permits to commercial uses and ministerial permits (building permits) for new residential homes through December 2025 subject to ongoing validation of that finding.

BACKGROUND:

The California Department of Water Resources (DWR) developed technical and procedural criteria in response to requirements outlined in the Central Valley Flood Protection Act of 2008, enacted by SB5 in 2007 and amended by subsequent legislation (2007 California Flood Legislation). DWR developed the Urban Levee Design Criteria (ULDC) and ULOP criteria to assist affected cities and counties within the Sacramento-San Joaquin Valley, in making the findings related to an ULOP before approving certain land use entitlements in accordance with the 2007 California Flood Legislation.

PAGE 2

CITY MANAGER'S REPORT JUNE 3, 2024 CITY COUNCIL SPECIAL MEETING ADOPT 2024 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION **DISTRICT 2062 (RIVER ISLANDS PHASES 1 AND 2)**

The levees constructed for Phase 1 and Phase 2 of River Islands by RD 2062 meet the updated ULDC standards adopted by DWR in May 2012. With the Letter of Map Revision ("LOMR") for Phase 2 levees, along with additional internal drainage improvements by RD 2062, it is expected that all of River Islands will have achieved the ULOP by the end of 2024.

In April 2024, MBK Engineers, the District Engineer for RD 2062, prepared the "River Islands at Lathrop Phase 1 + 2 Areas Report of Adequate Progress Towards Urban Level of Flood Protection Annual Report" (2024 APF). The 2024 APF serves as a strategic plan describing and outlining the steps that the RD 2062 and the City as the land use authority will use to ultimately implement 200-year levee improvements for Phase 1 and 2 of River Islands. RD 2062 Board of Trustees, acting as the Local Flood Management Agency, approved the 2024 Annual Report included as Attachment C.

One of the ongoing requirements is to annually report to the Central Valley Flood Protection Board (CVFPB) on the efforts in working toward completion of the flood protection system. RD 2062 has provided this report included as Attachment E to CVFPB on behalf of the District and the City.

The River Islands Phase 2 Levee Project construction is complete. The Phase 2 levee supersedes the need for the interior portions of the Phase 1 levee, and so portions of that levee have been removed. The April 2024 APR describes the final steps needed to achieve ULOP, including:

- Preparation of deeds and the transfer of real estate rights (easements) to RD 2062 for the Phase 2 levees.
- Progress on Scour Prevention Projects, including evaluation of the potential for erosion and scour failure of the Old River and Paradise Cut Levees, caused by failure of the Old River or Paradise Cut Levee, as well as a separate analysis for the erosion and scour failure of the Cross Levee, due to its proximity to the UPRR embankment. These evaluations initially indicated that six "check dams" are required to address the scour potential. Completion of this analysis and required permitting from the Central Valley Flood Protection Board (CVFPB) for an encroachment permit to construct the check dams is expected by 2024. It is expected the check dam construction would be completed in 2024.
- Seepage analyses associated with the Paradise Cut Setback Levee indicated that underseepage mitigation will be necessary to achieve 200-year level of flood protection. A line of relief wells is proposed between the Paradise Cut Setback Levee and the Main Drain between approximate levee stations 46+00 to 71+00 to intercept flow during high water events and reduce the exit gradient within the Main Drain. Final design of the relief wells is expected in 2022, with construction expected in 2024.

PAGE 3 **CITY MANAGER'S REPORT** JUNE 3, 2024 CITY COUNCIL SPECIAL MEETING ADOPT 2024 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION **DISTRICT 2062 (RIVER ISLANDS PHASES 1 AND 2)**

 Completion of the RD 2062 Operation and Maintenance (O&M) Manual Modernization Project is expected after the construction of the scour prevention projects are complete, scheduled in 2024.

REASON FOR RECOMMENDATION:

Approval of the 2024 Annual Adequate Progress Report Update for a 200-Year ULOP for the River Islands Phase 1 and 2 Area, and submission by RD 2062 of this report to the CVFPB, allows the City of Lathrop, as a Land Use Agency, to rely on the prior findings of Adequate Progress. This will then allow the City of Lathrop to continue to issue within the RD 2062 area, discretionary permits to commercial and ministerial permits (building permits) for new residential homes while RD 2062 continues to make progress toward establishing ULOP 200-year flood protection through December 2025.

FISCAL IMPACT:

There is no budget impact to the City as to date. All technical reports and studies have been funded by RD 2062 and River Islands. This includes City staff time to review these documents.

ATTACHMENTS:

- Α. Resolution Adopting 2024 Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phases 1 and 2 Levees of Island Reclamation District 2062 by the Year 2025, Acting as the Land Use Agency
- Vicinity Map of River Islands Levee System В.
- C. Letter from RD 2062 to the City of Lathrop, as the Local Flood Management Agency dated, May 24, 2024
- River Islands at Lathrop Phase 1+2 Areas Report of Adequate Progress D. Towards Urban Level of Flood Protection dated April 2024
- Draft Letter from RD 2062 to the CVFPB providing required notification of the E. Adequate Progress Finding

CITY MANAGER'S REPORT

JUNE 3, 2024 CITY COUNCIL SPECIAL MEETING ADOPT 2024 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASES 1 AND 2)

APPROVALS

City Manager

Vecessia Dansan	05/23/2024
Veronica Albarran	Date
Junior Engineer	
ByZ	5/24/2024
Brad Taylor	Date
City Engineer	5/29/2024
Cari James	Date
Finance Director	
Michael King	<u> </u>
Assistant City Manager	
51	5.29.2024
Salvador Navarrete	Date
City Attorney	
	<u>5.30.24</u>
Stephen J. Salvatore	Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY OF LATHROP ADOPTING 2024 ADEQUATE PROGRESS FINDINGS TOWARD PROVIDING A 200-YEAR URBAN LEVEL OF FLOOD PROTECTION IN PHASES 1 AND 2 LEVEES OF ISLAND RECLAMATION DISTRICT 2062 BY THE YEAR 2025, ACTING AS THE LAND USE AGENCY

WHEREAS, California Senate Bill 5 (SB5), passed in 2007 and later amended by various bills, requires the State to develop and adopt a comprehensive Central Valley Flood Protection Plan (CVFPP), which was approved by the Central Valley Flood Protection Board (CVFPB) in June 2012; and

WHEREAS, SB5 also required all cities and counties in the Central Valley to incorporate the CVFPP into their general plans by July 2, 2015 and into their zoning ordinances by July 2, 2016, and both actions were completed by Lathrop within the deadlines; and

WHEREAS, SB5 restricted development beyond July 2, 2016 unless the land use agency makes a finding related to an Urban Level of Flood Protection (ULOP), a 200-year level of flood protection; and

WHEREAS, on June 20, 2016, June 5, 2017, July 9, 2018, July 8, 2019, July 13, 2020, July 12, 2021, July 11, 2022, and July 10, 2023, the City Council approved an Adequate Progressing Finding Report (APF) toward provision of 200-year ULOP in Island Reclamation District 2062 ("RD 2062"); and

WHEREAS, RD 2062, as the local maintenance agency for the levee system associated with the River Islands at Lathrop project, has provided the City documentation for the 2024 APF conformation with SB5 which allows development to continue within the River Islands at Lathrop Phase 1 and 2 Areas; and

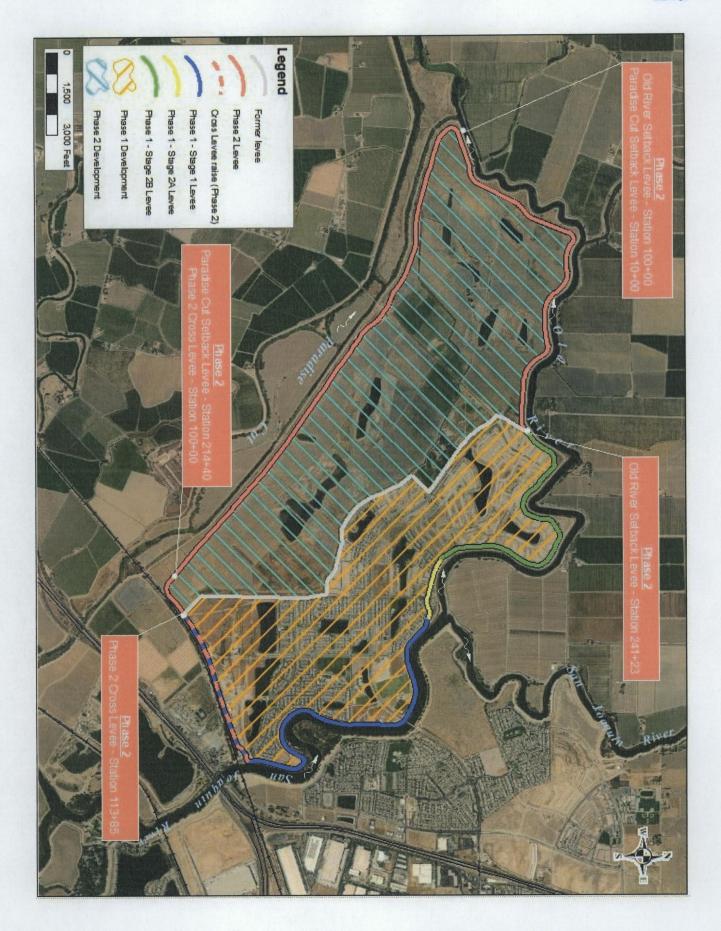
WHEREAS, RD 2062 will transmit a letter to CVFPB for the 2024 APF report update for ULOP should the Council adopt this resolution and approve the 2024 APF; and

WHEREAS, pursuant to Government Code Sections 65865, 65962, and 66474, approval of the 2024 APF with the passage of this resolution by the City as the local land use agency, will allow the City to approve discretionary and ministerial permits within the River Islands at Lathrop Phase 1 and 2 Areas; and

WHEREAS, this 2024 APF is based on substantial evidence in the record, including the 2024 Annual Report of Progress provided by RD 2062 as drafted by its District Engineer, included as Attachment D to the June 3, 2024 City Manager's Report that accompanied this resolution and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, acting as the Land Use Agency as defined by State law, hereby adopts this Adequate Progress Finding pursuant to California Government Code Sections 65865, 65962, and 66474 based on substantial evidence in the record, including Attachment D to the June 3, 2024 City Manager's Report that accompanied this resolution, that adequate progress towards providing a 200-year Urban Level of Flood Protection by the year 2025 for the River Islands at Lathrop Phase 1 and 2 is being made.

PASSED AND ADOPTED by the Ci day of June 2024 by the following vote:	ty Council of the City of Lathrop this 3 rd
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Sonny Dhaliwal, Mayor
ATTEST:	APPROVED AS TO FORM:
Teresa Vargas, City Clerk	Salvador Navarrete, City Attorney



ISLAND RECLAMATION DISTRICT No. 2062

ATTACHMENT " C '

STEWART TRACT - SAN JOAQUIN COUNTY
73 W. Stewart Road
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

May 24, 2024

Mr. Brad Taylor, City Engineer City of Lathrop 390 Towne Center Drive Lathrop, CA 95330

Re: Adequate Progress Finding for Phases 1 and 2 – River Islands at Lathrop

Dear Brad:

At its May 20, 2024 special meeting, the Island Reclamation District 2062 Board of Trustees (RD 2062) unanimously adopted Resolution 24-1, approving the "River Islands at Lathrop Phase I + 2 Areas Report Of Adequate Progress Towards Urban Level Of Flood Protection Annual Report ("2024 Annual Report") and directed the President to provide the Annual Report to the City for adoption of an Adequate Progress Finding ("APF").

Substantial evidence is provided in the Annual Report that meets California Government Code Section 65007(a). This includes the required Engineer's Report, prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating that the development project and proposed subdivision will have an urban level of flood protection at the time when the flood protection system is completed. The Engineer's Report, drafted by MBK Engineers as the District Engineer, fulfills this requirement and is included in the Annual Report. The District and River Islands continues to improve the urban levee system within RD 2062, with only ancillary improvements and actions required to meet the ULOP Criteria.

The Annual Report is enclosed with this letter for your review and the City Council's adoption at their next available meeting.

Sincerely,

SUSAN DELL'OSSO

President, RD 2062

Encl.: 2024 Annual Report – Phases 1 and 2 Levees

cc: Becky Money, MBK Engineers

RD 2062



RIVER ISLANDS AT LATHROP PHASE 1 + 2 AREAS

REPORT OF ADEQUATE PROGRESS TOWARDS URBAN LEVEL OF FLOOD PROTECTION

ANNUAL REPORT

APRIL 2024

Prepared by:



PURPOSE

Beginning in 2016 and continuing through 2020, the City of Lathrop adopted a finding of adequate progress (APF) toward an Urban Level of Flood Protection (ULOP) for the River Islands at Lathrop, Phase 1 urban area, and in 2020 adopted an APF for the Phase 2 urban area, both protected by the RD 2062 levees. When a local land use agency makes an APF, as described in the *Urban Level of Flood Protection Criteria* (ULOP Criteria), issued by the Department of Water Resources in 2013, Government Code Section 65007 (a) (5) requires the Local Flood Management Agency annually report to the Central Valley Flood Protection Board (CVFPB) on the progress toward the completion of the flood protection system. This report serves as that Annual Report for 2024. As required by the ULOP Criteria, this report will be made publicly available at www.ci.lathrop.ca.us.

RD 2062 is the local flood management agency. This report has been prepared by RD 2062's District Engineer, MBK Engineers.

ADEQUATE PROGRESS FINDING

The City of Lathrop's APFs were based on several supporting documents including:

- RD 2062's March 2016 River Islands at Lathrop Stage 1 Levee System, Urban Level of Flood Protection Engineer's Report;
- RD 2062's January 2017 River Islands at Lathrop Stage 2A and 2B Levees, Adequate Progress Towards an Urban Level of Flood Protection Engineer's Report;
- RD 2062's February 2017 River Islands at Lathrop, Phase 1 Area, Report of Adequate Progress towards an Urban Level of Flood Protection (APF Report);
- RD 2062's August 2020 River Islands at Lathrop Phase 2 Levee, Adequate Progress Towards an Urban Level of Flood Protection Engineer's Report;
- RD 2062's August 2021 River Islands at Lathrop Phase 2, Report of Adequate Progress Towards an Urban Level of Flood Protection; and
- RD 2062's May 2022 River Islands at Lathrop Phase 2, Report of Adequate Progress Towards an Urban Level of Flood Protection.
- RD 2062's June 2023 River Islands at Lathrop Phase 2, Report of Adequate Progress Towards an Urban Level of Flood Protection.

These documents collectively describe an attainable, reasonable approach toward providing an urban level of flood protection for the River Islands at Lathrop, Phase 1 and Phase 2 Areas by the end of 2025. Specifically, these documents describe the levee system and the urban area it protects; provide substantial evidence, including data and references, demonstrating the levee system will provide an urban level of flood protection; and the scope, schedule, cost and identified sources of funding and their expected timing to provide an urban level of flood protection. The Engineer's Reports and APF Reports are hereby incorporated by reference.

Pursuant to DWR's ULOP Criteria, a finding based on adequate progress has an effective period of 10 years or until the finding is superseded, whichever is sooner, provided that the adequate progress requirements per California Government Code Section 65007(a) are met. Based upon this criterion, the

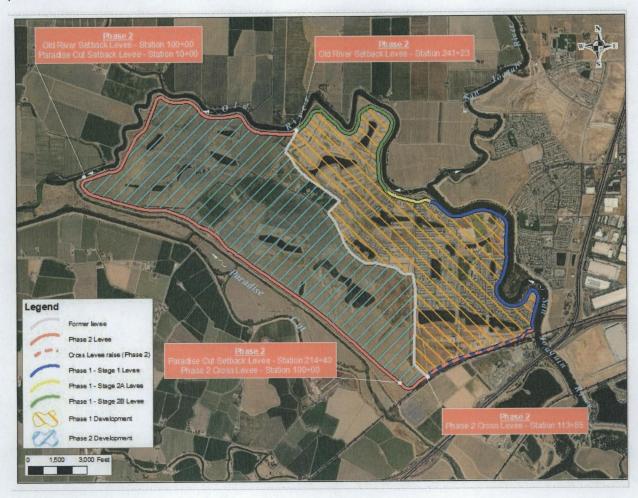
RD 2062

2

finding made by the City of Lathrop based upon the APF is valid until December 31, 2025, 1 so long as the requirements of Government Code §65007(a) are met by RD 2062, the local flood management agency.

CURRENT URBAN LEVEE SYSTEM

As described in the reports listed above, River Islands at Lathrop has built the urban levee system in phases. For each new phase of work, a new ring levee was designed and constructed to join with the previous phase. Thus, with each new ring levee, the resulting interior levees were removed, and a larger ring levee was formed. The current levee configuration for the River Islands at Lathrop Phase 1 and 2 Areas is shown below. This figure reflects the construction and connection of the Phase 2 levee with the Phase 1 levees (at one end with the Phase 1, Stage 2B levee, and at the other end with the Phase 1, Cross levee). The Phase 2 levee supersedes the need for the interior portions of the Phase 1 levee, and these portions are identified as "Former levee" in the figure.



¹ Pursuant to Government Code Sections 65865.5, 65962, and 66474.5, for area protected by SPFC levees, an urban level of flood protection shall be achieved by 2025, therefore, after 2025, a local agency can no longer rely on findings of adequate progress after 2025 for an area protected by SPFC levees.



3

PROGRESS

The Phase 1 APF Report identified two construction projects as being necessary to provide an urban level of flood protection to the Phase 1 Area: the River Islands Stage 2B Levee Project (Stage 2B Levee Project) and the scour prevention projects. The Stage 2B Levee Project was completed as reported in the 2018 annual report.

Two construction projects were also identified as being necessary to provide an urban level of flood protection to the Phase 2 Area in the Phase 2 APR Report: a scour prevention project, similar to that required for Phase 1, and installation of relief wells.

Finally, both the Phase 1 and Phase 2 APF Reports identified non-structural actions required for certification of the levee system.

For simplicity and clarity, and because the Phase 1 levees and Phase 2 levee now protect a single and common urban area, this report and future reports will consolidate the required actions to provide a 200-year level of flood protection to the River Islands at Lathrop urban area. The status of these actions is described below.

SCOUR PREVENTION PROJECTS

As part of the IPE review of the Phase 1 substantial evidence record, the IPE requested that River Islands evaluate the potential for erosion and scour failure of the new urban levees caused by failure of other embankments (i.e., the federal perimeter project levees and the UPRR embankment).

Initial evaluation and design of the scour prevention projects was completed in 2020 and includes a series of landside fill embankments, i.e. "check dams", located between the Phase 1 and 2 levees and the Federal Project levees. The check dams will reduce the exposure time to erosive hydraulic shear stress on the interior levees in the event of breach of the Federal Project levee and/or the UPRR embankment. Additional and advanced engineering and design, using higher resolution hydraulic inputs and more robust scour evaluation tools, began in 2021 and was completed in early 2022. Independent review of the final design, and follow-up environmental clearances are complete. River Islands submitted a revised permit application to reflect the design changes and environmental evaluations on September 6, 2022. The design team has had communication with USACE and CVFPB and has provided additional requested documentation as recent as February 2024.

Schedule

The schedule presented in the 2023 APF Report identified schedule delays for permitting, and construction. Construction is expected to occur in 2024.

ACTION	ESTIMATED START	ESTIMATED COMPLETION
Scour Prevention Project – Old River & Paradise Cut – Design and Permitting	Ongoing	2024
Scour Prevention Project - Old River & Paradise Cut - Construction	2024	2024
Scour Prevention Project - UPRR – Design and Permitting	Ongoing	2024
Scour Prevention Project – UPRR - Construction	2024	2024



4

Note: **Bold** indicates a change in schedule.

Costs and Expenditures

The estimated cost to construct the six check dams and two erosion mitigation areas is \$3,100,000. The scour prevention projects will be funded by River Islands Development (RID).

Delays and Changes

As described above, the design is complete and permit application review by CVFPB and USACE is in progress and is anticipated to be received early Summer 2024, construction is still anticipated to occur in 2024. The levee system is on schedule for certification of 200-year level of flood protection by 2025. There have been no significant changes to the project's approach.

PHASE 2 RELIEF WELLS

As part of the design of the Phase 2 levee, seepage analyses associated with the Paradise Cut Setback Levee indicated that underseepage mitigation will be necessary to achieve 200-year level of flood protection. Final design of the relief wells is complete and construction began in the fall of 2022 and was complete in the fall of August 2023. A line of relief wells was constructed between the Paradise Cut Setback Levee and the Main Drain between approximate levee stations 46+00 to 71+00 to intercept flow during high water events and reduce the exit gradient within the Main Drain. The relief well locations are shown on Figure 1. Final surface improvements are still underway to protect the relief wells and construct an all-weather access road. This work is anticipated to be complete in the summer of 2024.

Schedule

The schedule identified in the 2023 APF Report identified schedule delays for design. Relief well design is complete and construction/installation of the relief wells began in the fall of 2022 and is expected to be completed in Summer 2024.

ACTION	ESTIMATED START	ESTIMATED COMPLETION
Phase 2 Relief Wells - Design	Ongoing	Completed in 2022
Phase 2 Relief Wells - Construction	2022	2024
Note: Bold indicates a change in schedule.		

Costs and Expenditures

The relief wells cost to construct was approximately \$750,000. This work was funded by RID.

Delays and Changes

Based on the schedule outlined in the 2023 APF, no additional delays to the schedule have been identified and the levee system is on schedule for certification of 200-year level of flood protection by 2025. There have been no significant changes to the project's approach.



RD 2062 O&M MODERNIZATION AND RIGHT-OF-WAY

The ULDC provides requirements to support a modern levee program. This includes ensuring robust operations and maintenance (O&M) practices and procedures and appropriate right-of-way are in place for urban levees. The scope identified in the APF Report remains the same and progress continues to be made. River Islands has granted easements to RD 2062 for the entire embankment, 20 feet landward of the landside toes, and 15 feet waterward of the waterside toes for the Stage 1 levees in 2016 and the Stage 2A and Stage 2B levees in 2018. River Islands is currently in the process of granting easements to RD 2062 for Phase 2 levees.

Schedule

The schedule for this action was pushed back a year since the last report. A new O&M Manual for the levee system continues to be developed while the Phase 1 and 2 levees are modified (i.e., levees are built and removed, features are added). Completion of the effort is expected after the construction of the scour prevention projects, scheduled in 2024. Easements to RD 2062 for Phase 2 will be recorded later this calendar year.

ACTION	ESTIMATED START	ESTIMATED COMPLETION
RD 2062 O&M Modernization	Ongoing	2024
RD 2062 Transfer of Real Estate Rights for Phase 2 Levee	Ongoing	2024

Costs and Expenditures

Progress on the RD 2062 O&M Modernization effort if in progress and is not being tracked by costs and expenditures, but instead through production of deliverables such as technical memoranda, updated O&M Manual chapters, plans, etc. A high-level cost estimate for performing the work is \$50,000. RD 2062 will accomplish these tasks using funds obtained through its annual assessment and/or through funds provided by RID.

Delays and Changes

There have been no significant delays in developing a new O&M Manual and program for the levee system, nor were there any significant changes to the project's approach. However, as described above, the O&M modernization will continue to progress until after construction of the scour prevention projects, representing the last construction efforts for the urban area.

CONCLUSION

RD 2062 continues to make progress towards providing an urban level of flood protection to the River Islands combined Phase 1 and Phase 2 Areas by 2025. RD 2062 will continue to make progress and report on this progress annually. It is anticipated that the entirety of levee improvements for River Islands (Phases 1 and 2) will be complete and an Engineer's Report and other support documentation will be provided in support of the ULOP Urban Level of Protection (ULOP) finding. This ULOP finding will replace the annual report and will be submitted in spring 2025 and therefore end the need to provide annual updates.

ND 2002

ISLAND RECLAMATION DISTRICT No. 2062

STEWART TRACT - SAN JOAQUIN COUNTY

73 W. Stewart Road LATHROP, CALIFORNIA 95330

ATTACHMENT " = "

TEL: (209) 879-7900

June 4, 2024

Ms. Leslie Gallagher, Executive Officer Central Valley Flood Protection Board 3310 El Camino Avenue, Suite 170 Sacramento, CA 95821

Re: Annual Report of Progress - River Islands at Lathrop Phase 1 and Phase 2 Areas, Lathrop, CA

On June 4, 2024, the City of Lathrop City Council approved an Adequate Progress Finding for the River Islands at Lathrop Phase 1 Area and Phase 2 Area, respectively. In accordance with the requirements of Government Code §65007(a) and the Urban Level of Flood Protection Criteria issued by the Department of Water Resources in 2013. Island Reclamation District No. 2062, as the local flood management agency, respectfully submits the enclosed annual report of progress towards providing an urban level of flood protection for the River Islands at Lathrop Phase 1 and 2 urban areas. This report is available to the public at the following website: www.ci.lathrop.ca.us.

Questions on the matter may be referred to Ms. Becky Money at money@mbkengineers.com or 916-456-4400.

Sincerely,

Susan Dell'Osso President, RD 2062

Encl.: 2024 Annual Report

cc: Brad Taylor, City Engineer Becky Money, MBK Engineers CITY MANAGER'S REPORT JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING

ITEM: APPROVE FINAL MAP AND SUBDIVISION

IMPROVEMENT AGREEMENT FOR 30 LOTS IN TRACT 3795 VILLAGE "C6" AND "C7" WITHIN SOUTH RIVER

BEND DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3795

Village "C6" and "C7" within the South River bend District, Totaling 30 Single Family Lots and a Subdivision Improvement Agreement with River

Islands Custom Homesites, LLC

SUMMARY:

The proposed Final Map for Tract 3795 Villages "C6" and "C7" (Tract 3795), included as Attachment "E", is within the South River Bend District of Phase 1 for the River Islands Project. River Islands Custom Homesites, LLC (River Islands) is proposing thirty (30) semi-custom home lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map for Tract 3795, to be recorded pursuant to the terms of the escrow instruction included as Attachment "D" and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Custom Homesites, LLC, by Resolution included as Attachment "A".

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On September 4, 2013, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the South River Bend District, known as Stage 1A, within Phase 1 of the project. The land for the proposed Final Map for Tract 3795 is within the geographic boundaries of VTM 3694 and Stage 1A.

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

Construction of the public improvements associated with Villages "C6" and "C7" is complete and therefore no performance or labor & materials security for Tract 3795 is necessary. Potential acceptance of the public improvements will be processed by staff at a later date. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

CITY MANAGER'S REPORT JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 30 LOTS IN TRACT 3795 VILLAGE "C6" AND "C7" WITHIN SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS

Villages "C6" and "C7" were annexed to Community Facilities Districts (CFDs) No. 2016-1 Annexation No. 10 for maintenance purposes in 2016. River Islands must satisfy the Escrow Instructions, included as Attachment "D", to guarantee the payment of all fees and execution of the documents related to the SIA.

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

River Islands has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

Docu	ıments	Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Not Required
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Not Required
5.	Street Improvement, Landscape, Light & Joint Trench	Completed
6.	Geotechnical Report	Completed
7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9.	Allocation of Water and Sewer capacity	Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Preliminary Guarantee of Title	Completed
13.	Escrow Instructions	Completed
14.	Tract 3795 Villages "C6" and "C7" – City of Lathrop Community Facilities District No. 2016-1 Annexation No. 10	Annexed in 2016
Fees		Status
1.	Final Map plan check fee	Paid

CITY MANAGER'S REPORT JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 30 LOTS IN TRACT 3795 VILLAGE "C6" AND "C7" WITHIN SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS

2.	Improvement Plans - Plan check and inspection fees	Paid
2 Ciarra Club Sattlement for	Sierra Club Settlement fee	To be paid in
٥.	Sierra Club Settlement ree	escrow

FISCAL IMPACT:

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

ATTACHMENTS:

- Resolution Approving Final Map for Tract 3795 Village "C6" and "C7" within the Α. South River Bend District, Totaling 30 Single Family Lots and a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC
- Vicinity Map Tract 3795 Villages "C6" and "C7" В.
- Subdivision Improvement Agreement between the City of Lathrop and River C. Islands Custom Homesites, LLC, a Delaware limited liability company, for Tract 3795, Villages "C6" and "C7"
- Escrow Instructions for Final Map Tract 3795 Village "C6" and "C7" D.
- Final Map Tract 3795 Villages "C6" and "C7" E.

CITY MANAGER'S REPORT JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 30 LOTS IN TRACT 3795 VILLAGE "C6" AND "C7" WITHIN SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS

APPROVALS

City Manager

	5/20/24
Bellal Nabizadah	Date
Assistant Engineer	
By 2	
Brad Faylor	Bute
City Engineer	
Carro Cores	5/23/2024
Cari James	Date
Finance Director	
	5.22.2024
Michael King	Date
Assistant City Manager	
713513tant City Harrage	
5 1	5-22-2024
Salvador Navarrete	Date
City Attorney	
,	
	5.3024
Stephen Salvatore	Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 3795 VILLAGE "C6" AND "C7" WITHIN THE SOUTH RIVER BEND DISTRICT, TOTALING 30 SINGLE FAMILY LOTS, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS CUSTOM HOMESITES, LLC

WHEREAS, on March 27, 2007, the City of Lathrop City Council approved Vesting Tentative Subdivision Map (VTM) 3694 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

WHEREAS, on September 4, 2013, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the South River Bend District, known as Stage 1A, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 3795 is within the geographic boundaries of VTM 3694 and Stage 1A; and

WHEREAS, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. Construction of the improvements associated with Villages "C6" and "C7" are complete and therefore no performance or labor & materials security is necessary; and

WHEREAS, Villages "C6" and "C7" were annexed to Community Facilities Districts (CFDs) No. 2016-1 Annexation No. 10 for maintenance purposes in 2016; and

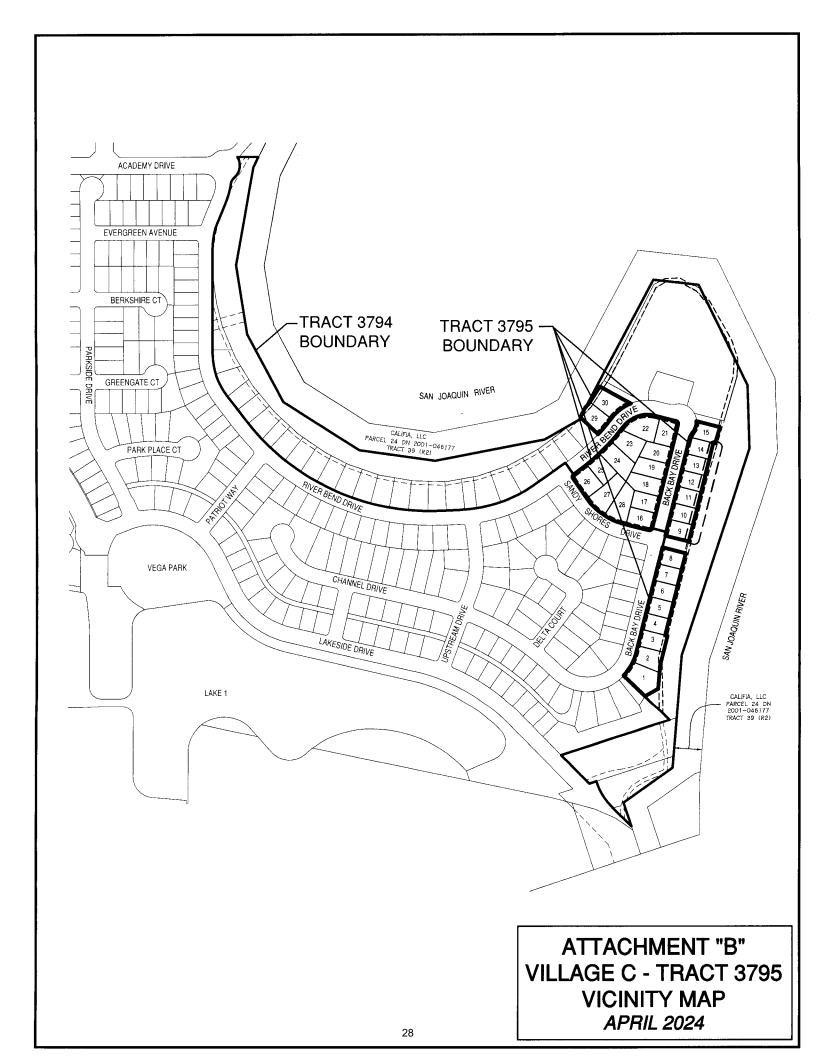
WHEREAS, potential acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and

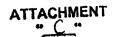
WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment D to the City Manager's Report that accompanies this Resolution, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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

- 1. The Final Map for Tract 3795 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized once the terms and conditions of the escrow instructions are met.
- 2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC in substantially the form as attached to the June 3, 2024 staff report.

PASSED AND ADOPTED by the City of day of June 2024 by the following vote:	Council of the City of Lathrop this 3 rd
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Sonny Dhaliwal, Mayor
ATTEST:	APPROVED AS TO FORM:
Teresa Vargas, City Clerk	Salvador Navarrete, City Attorney





SUBDIVISION IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS CUSTOM HOMESITES, LLC, DELAWARE LIMITED LIABILITY COMPANY

RECITALS

FOR TRACT 3795 VILLAGES "C6" & "C7" 30 RESIDENTIAL LOTS

- A. This Agreement is made and entered into this 3rd day of June 2024, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Custom Homesites, LLC, a Delaware limited liability company, (hereinafter "SUBDIVIDER").
- B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 3795. However, SUBDIVIDER has completed all of public infrastructure improvements associated with Tract 3794 and Tract 3795 (Villages "C6" & "C7") located within the South River Bend District of River Islands Phase 1, which also includes major streets necessary to access the site and therefore Performance and Labor & Material securities are not required.
- C. SUBDIVIDER has completed the joint trench improvements for Tract 3795 and as noted in Recital B. Improvement plans, and street light plans have already been approved by the City.

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the South River Bend neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

- 2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 3794, or June 3, 2025, whichever comes first.
- 3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
- 4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
- 5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.
- 6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond equal to 10% of the estimated cost of the Improvements for the Villages "C6" and "C7" entire area to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.
- 7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, or fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

- 8. Because the Improvements are complete, the SUBDIVIDER is not required to post Performance or Labor & Materials bonds to guarantee the improvements associated with Tract 3795.
- 9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.
- 10. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.
- 11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.
- 12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not,

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

- 13. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.
- 14. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.
- 15. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.
- 16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.
- 17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.
- 18. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

- 19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 3794.
- 20. The following miscellaneous provisions are applicable to this Agreement:
- a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.
- b. Definitions. The definitions and terms are as defined in this Agreement.
- c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.
- f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

EXHIBIT A FINAL MAP - TRACT 3795

EXHIBIT B TRACT 3795 VILLAGE "C6" and "C7" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 3rd day of June 2024, at Lathrop, California. ATTEST: TERESA VARGAS CITY OF LATHROP, a City Clerk of and for the City municipal corporation of the of Lathrop, State of California State of California BY: BY: Teresa Vargas Stephen J. Salvatore Date Date City Clerk City Manager APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY (. 22-LOLY BY: Salvador Navarrete

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC)

Tract 3795 Villages "C6" & "C7"

City Attorney

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC) Tract 3795 Villages "C6" & "C7"
SUBDIVIDER
River Islands Custom Homesites, LLC, a Delaware limited liability company
BY: Susan Dell'Osso President

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC) Tract 3795 Villages "C6" & "C7"

EXHIBIT "A"

FINAL MAP - TRACT 3795

OWNER'S STATEMENT
THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINIENTED
AND EMBRACED WITHIN THE EXTERNER DELINIENTED FINE, LMP
ENTILLED, "TRACT 3755, RMER ISLANDS, PHAST 1A, VILLAGES GO AND C7", CITY OF LATHOROCALLEDRINA, CONSISTING OF NINE (9) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND
FILLING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY, RECORDER OF SAN JORGUIN COUNTY,
CALLEDRINA,

TO ENSIRE MUNIOPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS. THIS LINDSHEAGED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LITHEORY.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHTS OF ACCESS TO LOTS 16, 21 AND 26.

OWNER: RIVER ISLANDS CUSTOM HOMESITES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

DATE	
SUSAN E. DELL'OSSO PRESIDENT	
BY: NAME: ITS:	

TRUSTEE'S STATEMENT

PERDIGUE THE COMPANY, AS TRESTEE, UNDER HEED OF TREST RECORDED DECEMBER 22, 2016. AS DOCUMENT NUMBER 2016-16886. AM AN AS AMENDE IN DOCUMENT RECORDED DECEMBER 202, 2016. AS DOCUMENT NUMBER 2016-168076. AM AN AS AMENDED IN DOCUMENT RECORDED AFRILL S220. AS DOCUMENT NUMBER 2020-46800. AMEN DIFFIER, MANNED IN DOCUMENT RECORDED. AFRILL S220. AS DOCUMENT NUMBER 2020-46800. AMEN DIFFIER, MANNED IN DOCUMENT RECORDED. AFRILL S220. AS DOCUMENT NUMBER 2020-2520.

2024.	
6	
DAY OF	li
몵	
DATED THIS	BY: NAME: ITS:

ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICALE VERFIES ONLY THE IDEALM. TO WHICH WINDOWAL WAY NO SKACE THE BOOMONE TO WHICH WE CERTIFICATE IS ATTACHED, AND NOT THE TRUTHELUKESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

RNIA	JOAQUIN
ALFO	SAN
OF C	90
STATE	COUNT

OHM	TO BE THE PERSON(S) WHOSE NAME(S)	OWLEDGED TO ME THAT HE/SHE/THEY	TY(IES), AND THAT BY HIS/HER/THEIR	ENTITY UPON BEHALF OF WHICH THE
ON 2024 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED,	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

THAT THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

DERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA	
ᆼ	
STATE	
벌	
6	
LAWS	
표	
UNDER	RRECT.
PERJURY	REGOING PARAGRAPH IS TRUE AND CORRECT
9	¥
PENALTY	SRAPH IS
UNDER	PARAC
SERTIFY	REGOING

HAND:	
₹	ii k
WITNESS MY HAND:	SIGNATURE:

	PRINCIPAL COUNTY OF BUSINESS.	à
	6	Ä
Ë	COUNTY	NOIS
FE (PRI	NCIPAL	COMMIS
ž	PR	₹

MY COMMISSION EXPIRES:

RIVER ISLANDS - PHASE 1A **TRACT 3795** VILLAGES C6 & C7

(44 M&P 37) A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNERS: 3 AND 25 SOUTH, RANCE E ESSI, MED.M. BEING A SUBDIVISON OF PARCELS 1, 2, 3 AND 6 OF TRACT 3794 (4 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP. STATE OF CALLEDNAN, DO HERBEY STATE THAT THE HEREN REGIOBED AND ENTILLED THACK STATE OF CALLEDNAN, CALLEDNAN, CONSISTING OF WINE (9) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS EMPOUDD BY LAM, A REQUISE MERING HERECH, HELD ON HE DAY OF COUNCIL, AS EMPOUDD BY LAM, A REQUISE MERING HERECH, HELD ON HE DAY OF COUNCIL, POSSED AND AGOPTED TO SAID MERING, APPROXES SAID MAY ADMINISTED THS RECORDINGON, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP FOR PUBLIC USE, THE RELINQUISINHENT OF ACCESS RICHTS TO LOTS 16, 21 AND 26, AND THE DEDICATION OF GROUND WATER RICHTS.

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

	UTY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAL CACLLIN STATE OF CALIFORNIA
	HROP, COU
	7 OF LATE
1	THE CIT
	JUNCIL OF
	E CITY C
	H JOSE
	D CLERE
ERESA VARGAS	ITY CLERK AND CLERK OF THI DADILIN STATE OF CALIFORNIA
ERES) o

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

ON ADTARY PUBLIC, PERSONALIY APPEARED.

ANDTARY PUBLIC, PERSONALIY APPEARED.

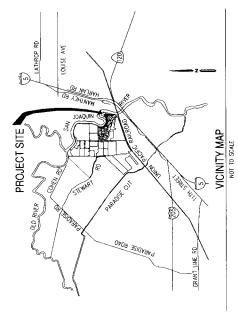
RECUES THE BASIS OF SATISFACTORY PUBLING TO BE THE PERSON(S) WHOSE MAME(S) IS/ARE SUBSORBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY SIGNATURE TO ME THAT HE/SHE/THEY SIGNATURES. ON THE UNSTRAWENT THE REPSON(S), ON THE UNSTRAWENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED. EXECUTED THE INSTRUMENT. A NOTARY PUBLIC OR DIFFE OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE DEBUTTY OF THE WINDRULL WAN OSRADE THE DODOLGATE TO WHICH THE SCREFFICATE IS ATTACHED, AND NOT THE TRUTHFLUKESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT. STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

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

ITNESS MY HAND:	IGNATURE:	AME (PRINT):

PRINCIPAL COUNTY OF BUSINESS: MY COMMISSION NUMBER: MY COMMISSION EXPIRES:

EXEMPT FROM FEE PER GOVERNMENT GODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 3694 RECOMMENDED BY THE PLANNING COMMISSION APPROVED BY THE CITY COUNCIL ON JUNE 1, 2015.

202	
46	
DAY OF	
THIS	
_	

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR

CITY ENGINEER'S STATEMENT

I, BRAD R. TAYLOR, HEREDY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHBODP, CECHORNIA AND THIS I THANE TAYMED THIS FIRML, MAP OF THACET 339, THACET 359, THERE ISLANDS, PHASE I ALMEST OF A SULCESS OF AND C?, CITY OF LATHBODP, CALLORNIA, AND THAT THE SUBDINISON SHOWN HEREON EN HEY STATE THAT THE STAND AND SAGE, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINNL MAP COMPILES WITH ALL APPLICABLE OPCOMMENCES OF THE CITY OF LATHBOD, AND ANY MARNINGEN THEREOF. IN THE VESTING TENTAME.

2024. DAY OF DATED THIS,

BRAD R. TAYLOR, R.C.E. 92823 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDER'S STATEMENT

AT ME REQUEST OF 2024, A FILED THIS DAY OF IN BOOK OF OF MAPS AND PLATS, AT PAGE OLD REPUBLIC TITLE COMPANY.

STEVE J. BESTOLARIDES, ASSESSOR-RECORDER-COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA

DEPUTY RECORDER Ä

SHEET 1 OF

တ

CITY SURVEYOR'S STATEMENT

2024.
P
DAY
HIS
OATED

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



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY WE OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUEST OF BYER BLANGE OF RELOGANCE. U.C. ON MARCH 3.2, 2023. I HERBY STATE ALL THE WINNINGHIS ARE OF THE CHARACIER AND CACIPEY THE POSTIONS NOTIVETED ON MARCH 3.2, 2023. I HERBY STATE ALL THE WINNINGHIS ARE OF THE CHARACIER AND CACIPEY THE POSTIONS NOTIVETED WILL BE, STHORD THE WINNINGHIS ARE OF THAT THE WINNINGHIS ARE OF THAT THE WONDIALTH THE WONDIALTH THE WINNINGHIS ARE OF THAT THE WILL SHIPPEY TO BE RETRACED, AND THAT THE MONDIALTY CONFIDENCE TO THE CONDITIONALLY APPROVED TRATIFIED AND THAT THE STINKLY HAS DISPARABLEY CONFIDENCE.

2024.	
DAY OF	
S	
至	

DYLAN CRAWFORD, P.L.S. NO 7788



RECITALS

RIGHT TO FARM STATEMENT.

PREST TO FARM STATEMENT.

THE CONTROLL TRANSPORTANCE AND THE TOTAL OFFICE THAT THE CITY OF LATHROP PERMITS OFFICE TO THE CONTROLL TRANSPORTANCE AND THE CITY OF LATHROP PERMITS OFFICE TO THE CONTROLL TRANSPORTANCE OFFI TO THE CONTROLL TRANSPORTANCE

A SOLIS REPORT BYTHED "GCOTICHNICAL ENCORATION, RIVER ISLANDS PHASE", LATHROP, CALIFORNIA", REFERENCED AS PRACET (NO SMALSOOID) AND DATED ALT 722 2000, ARER PREPARED FOR THIS PROJECT BY ENREC, INCOPERATED, JOSEF, L'IOULE, C.E. NO. 2877, AND IS ON FILE WITH THE CITY OF LATHROP.

"TRACT 3795, RIVER ISLANDS, PHASE 14, VILLAGES G6 AND C7", CONTAINS 30 RESIDENTIAL LOTS CONTAINING 5.95 ACRES, MORE OR LESS, ALL AS SHOWN ON THIS FINAL MAP. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW);

MARY	5.95 AC±	5.95 AC±
TRACT 3795 AREA SUMMARY	30 RESIDENTIAL LOTS	TOTAL

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITE REPORT ORDER NUMBER 1214022738-LR (KERSION 8), DATED MARCH 50, 2024, PROMODED BY OLD REPUBLIC TITE COMPANY.

RIVER ISLANDS - PHASE 1A **TRACT 3795** VILLAGES C6 & C7

A PORTION OF RANCHO EL PESCADERO, BENIG A PORTION OF TOWNSHIPS TAMPO 2 SOUTH, RANGE 6 EACH, ML DL., BENIG A SUBDINGSON OF PARCELS 1, 2, 3 AND 6 OF TRACT 3794 (44 MAP 37) OTY OF LITHROP, SAN JOAQUIN COUNT, CALIFORNIA



SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALLFORMA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTEE HAVE BEEN OUTTED:

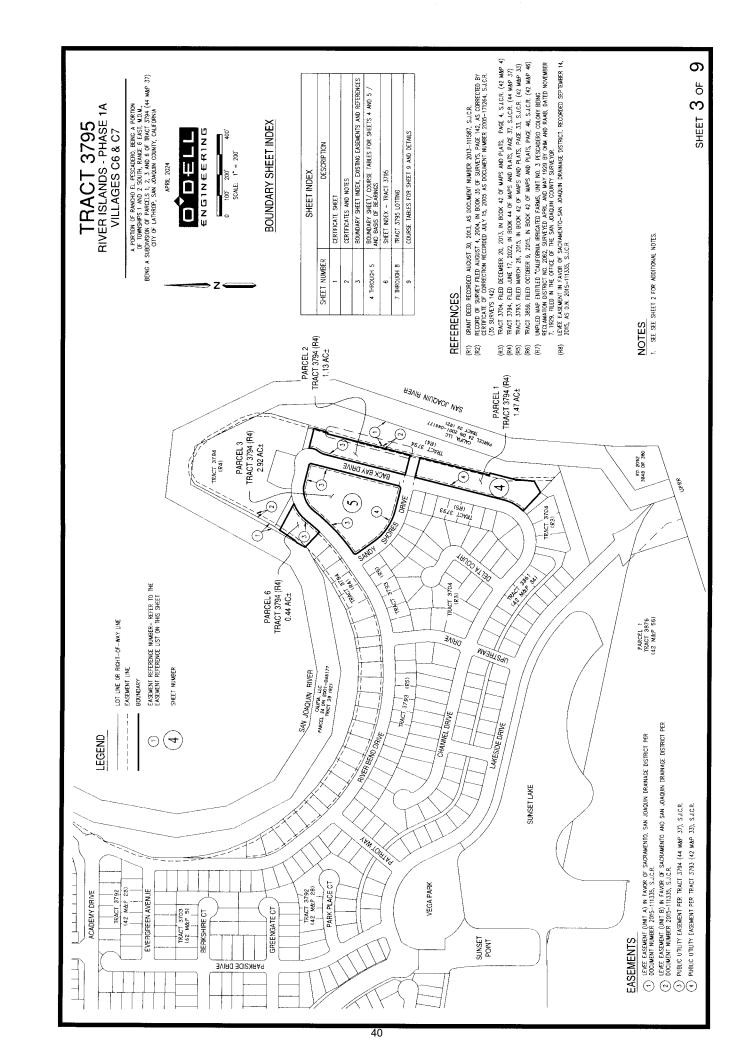
1. RECLAMED SUBSIANCE VAND COMPANY, RESERVATION FOR U. SAS, MINERALS, AND OTHER, AND OTHER PARTEEN SUBSTANCES, THOM BELLOW A. DEPTH OF SOO FEEL FRE DOCUMENT NUMBER 2001—046177, SJUER.

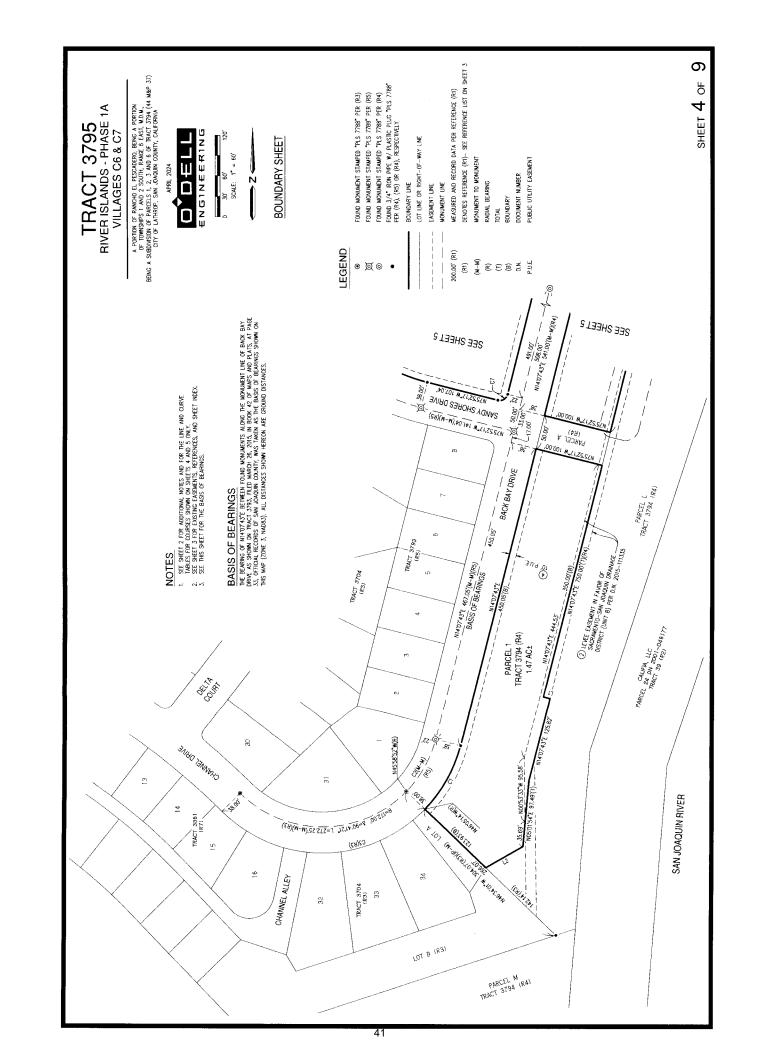
2. PABLEC UTILITY FASHENT IN FAVOR OF THE OTY OF LATHROP PER TRACT 3859 FLED OCTOBER 9, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PARC 45, SJUER, AND STAND FLATS, AT PARC 45, SJUER, IN BOOK 42 OF MAPS AND PLATS, AT PARC 33, SJUER, AND STAND FLATS, SJUER OF STAND FLATS, SJUER STA

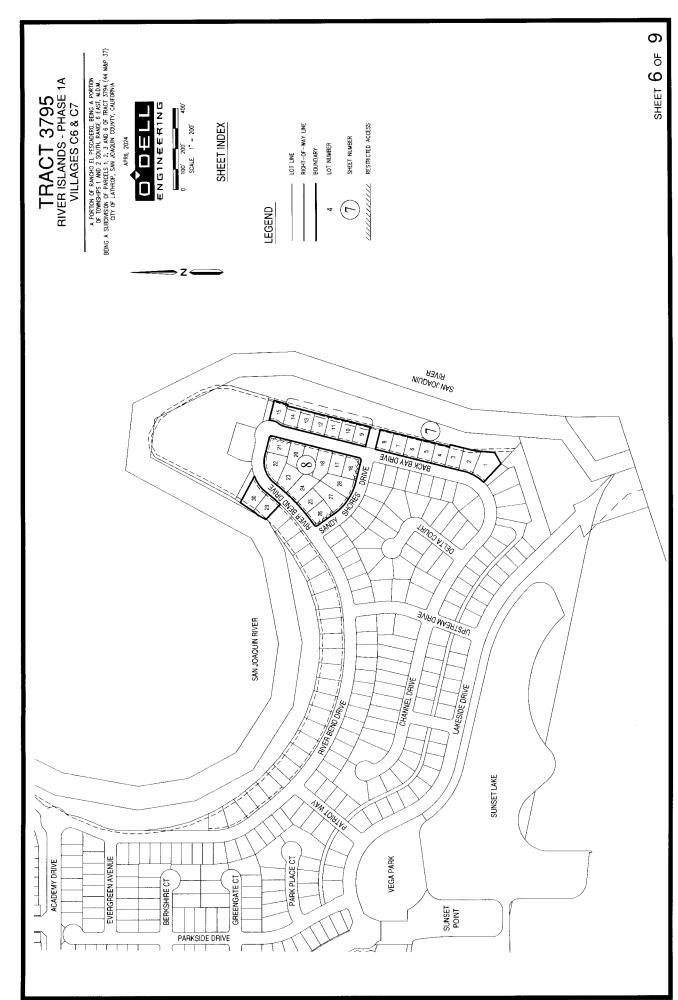
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 4 AND 5 ONLY

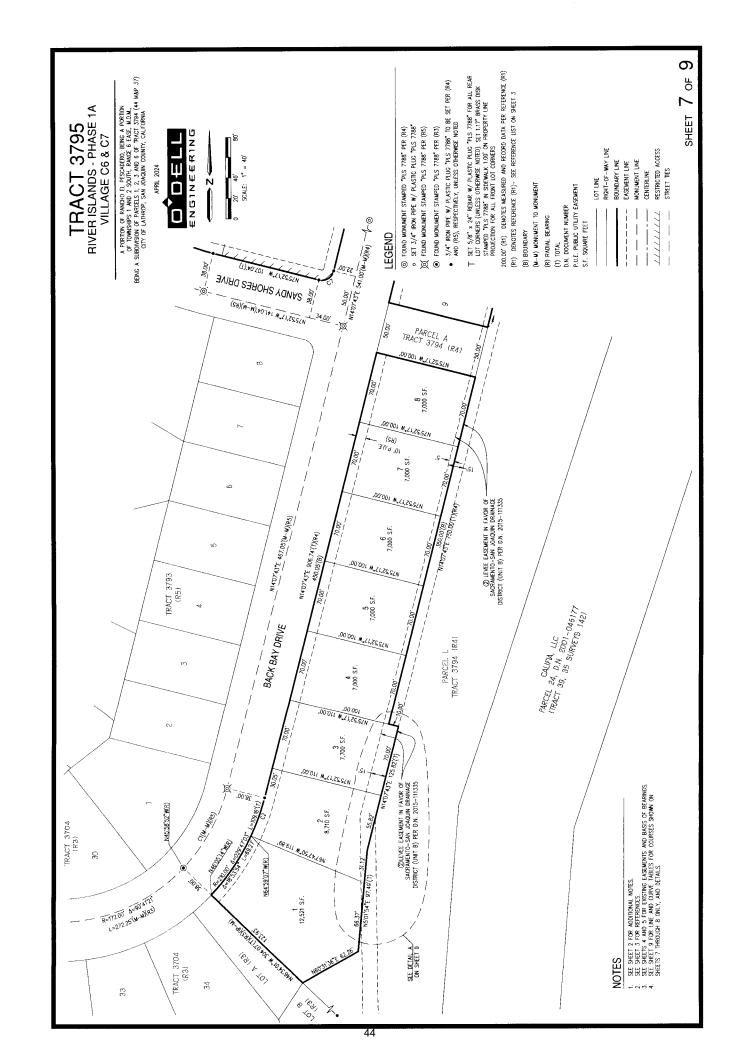
LINE

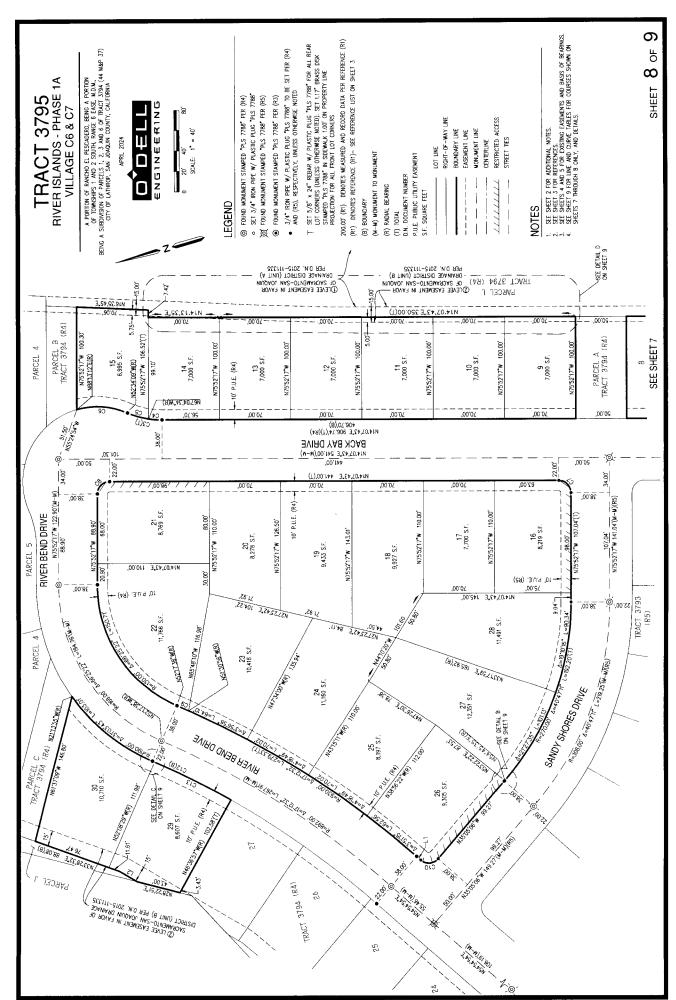
Ž	LINE JABLE			CIRV	CHRVE TABLE	
DIRECTION		LENGTH	CURVE	RADIUS	DELTA	LENGTH
N75'52'17"W	_	10.00	ច	210.00	29*47'03"	109.16
N60'31'36"E		62.26	23	172.00	29'53'25"	89.73
N54'54'54"E		55.46	8	210.00	90'47'43"	332.78
			3	87.00	2318'08"	35.38
			S	73.00	3912'40"	49.96
			99	12.00	_00,00.06	18.85
			C2	12.00	90,00,00	18.85
			83	12.00	_00,00.06	18.85
			හ	870.00	2.40.41,	86.22
			C10	190.00	31.03'43"	103.01

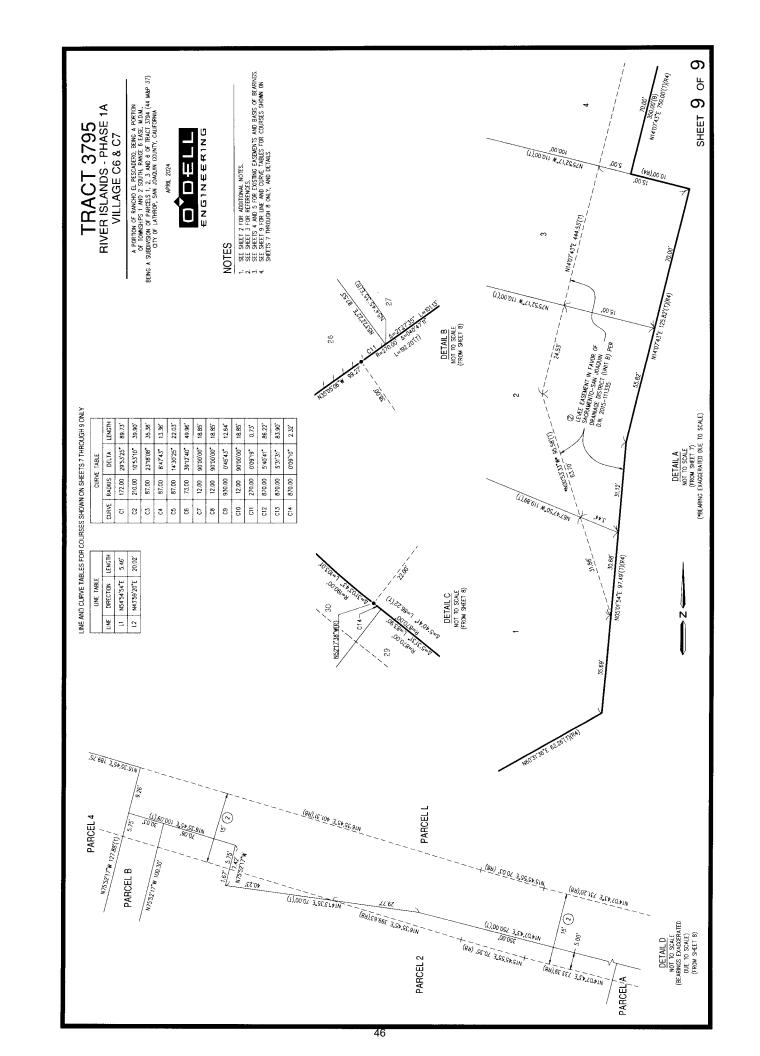












Subdivision Improvement Agreement (River Islands Custom Homesites, LLC) Tract 3795 Villages "C6" & "C7"

EXHIBIT "B"

TRACT 3795 VILLAGE "C6" and "C7" AREA

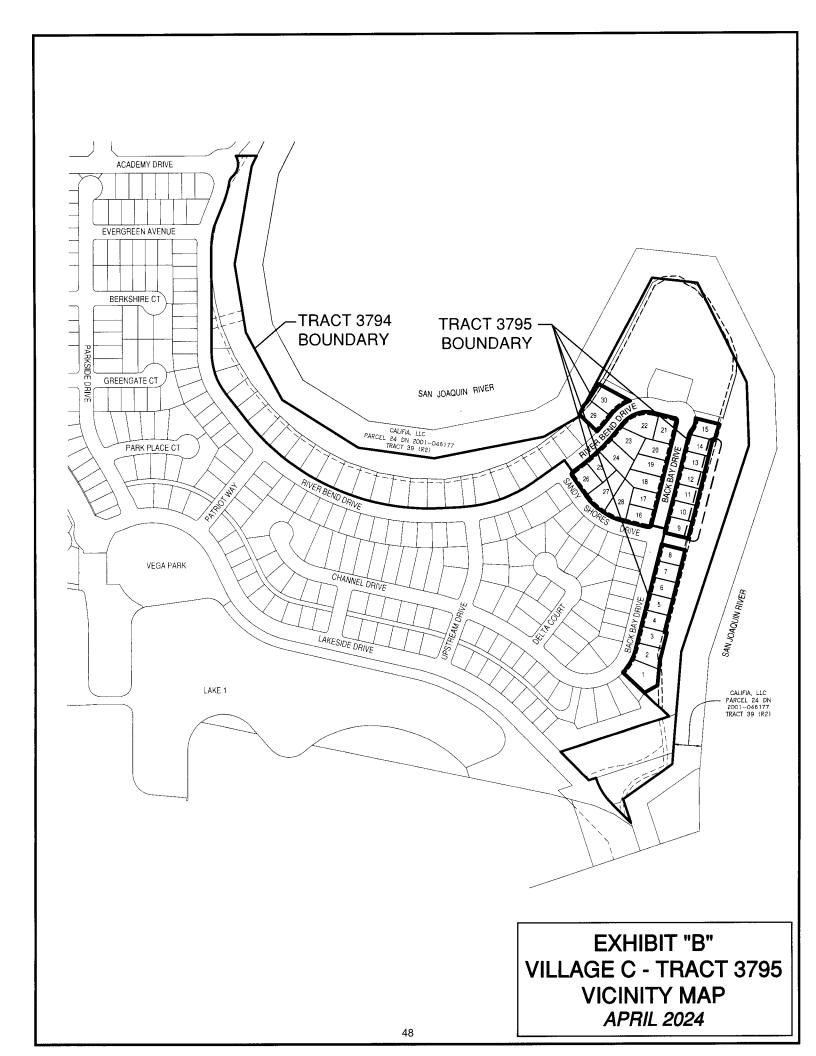


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

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

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

- a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.
- b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.
- c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.
 - d. The policy must contain a cross liability or severability of interest clause.
- e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2024

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

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

# 3 L	Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071 License#: 0C3686 INSURED RIVEISL- River Islands Custom Homesites, LLC.								INSURER A: United Specialty Insurance Co. 125					NAIC# 12537	
7	3 W	/. S	Stewart Rd.			•			INSURER C:						
┞┖	athı.	rop	, CA 95330						INSURER D:						
									INSURER E:						
Ļ	20VEDAGE OFFICIALE NUMBER 40174000								INSURER F:						
င္	COVERAGES CERTIFICATE NUMBER: 194710097						•	REVISION NUMBER: VE REEN ISSUED TO THE INSURED NAMED AROVE FOR THE POLICY PERIOD.							
	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORI EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVI						NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	Y CONTRACT THE POLICIES REDUCED BY I	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE	CT TO	WHICH THIS		
IN: L	SR IR		TYPE OF IN	SUR	ANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
		X	CLAIMS-MADE	Г	X OCCUR	Y		ATN2036868		3/19/2024	3/19/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000 \$ 0	,000	
		1	OLANNO MADE		000011							MED EXP (Any one person)	\$0		
												PERSONAL & ADV INJURY	\$ 1,000	000	
			'L AGGREGATE LIM	IT A	DDI IEC DED:	,						GENERAL AGGREGATE	\$ 2,000		
			POLICY X PRO		Loc							PRODUCTS - COMP/OP AGG	\$ 2,000		
	-		OTHER:	ı								PHODUCIS - COMPIOP AGG	\$,,000	
Н	A	_	OMOBILE LIABILITY									COMBINED SINGLE LIMIT	\$		
			ANY AUTO									(Ea accident) BODILY INJURY (Per person)	\$		
	-	-	OWNED		SCHEDULED							BODILY INJURY (Per accident)			
			AUTOS ONLY HIRED		AUTOS NON-OWNED							PROPERTY DAMAGE	\$		
			AUTOS ONLY	\neg	AUTOS ONLY							(Per accident)	\$		
一			UMBRELLA LIAB		OCCUR							EACH OCCURRENCE	\$		
1			EXCESS LIAB		CLAIMS-MADE		;					AGGREGATE	\$		
1			DED RETEN	ITIO	N \$								\$		
			KERS COMPENSATI EMPLOYERS' LIABIL									PER OTH- STATUTE ER			
	A	NYP	PROPRIETOR/PARTN	ER/E	EXECUTIVE TITE	N/A						E.L. EACH ACCIDENT	\$		
	(N	Man	CER/MEMBEREXCLU datory in NH)	JDE	D?	N/A						E.L. DISEASE - EA EMPLOYEE	\$		
	lf D	yes ESC	, describe under CRIPTION OF OPERA	ATIC	NS below							E.L. DISEASE - POLICY LIMIT	\$		
			ion of operation: Tract 3795	\$ / L	OCATIONS / VEHICE	LES (A	CORD	101, Additional Remarks Schedul	le, may be	attached if more	space is require	ed)			
ľ	City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents. 30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium.														
С	ERT	ΊFΙ	ICATE HOLDE	R					CANCELLATION						
City of Lathrop 390 Towne Centre Drive						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE									
	Lathrop CA 95330						Visl b Mits.								

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown	above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization 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. VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

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

- A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis; and
 - (ii) would not seek contribution from any other insurance available to the additional insured.

or

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

Name Of Person(s) Or Organization(s)	
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.	

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

Policy: ATN2036868

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE Name and Address of Other Person/Organization

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

Number of Days Notice

30

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

VEN 064 00 (01/15) Page 1 of 1

June 3, 2024

Via Email and Hand Delivery

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

Re: Recordation of Final Map 3795; Escrow No. 1214022738

Dear Lori:

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

A. Date for Closings

The Final Map will be recorded at the time designated by RICH 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, 2024, at the time designated in writing by RICH, subject to satisfaction of the conditions set forth below (each a "*Closing*"). If the Final Map has not been recorded by December 31, 2024, 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 and RICH for recordation in the Official Records of San Joaquin County, California ("Official Records").

 One original Final Map for Tract 3795, executed and acknowledged by the City (provided to title by City).

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

C. Funds and Settlement Statement

You also have received, or will receive from RICH, prior to the recordation of the Recordation Document, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RICH and City ("Settlement Statement"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RICH.

• Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of \$22,455.30, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "Sierra Club Agreement"), constituting the amount of \$3,774.00 multiplied by 5.95 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. Closing Requirements

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

- D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (<u>sdellosso@riverslands.com</u>); (b) Debbie Belmar (<u>dbelmar@riverislands.com</u>); (c) Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>); (d) Salvador Navarrete (<u>snavarrete@ci.lathrop.ca.us</u>; (e) Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;
- D.2. You have not received any instructions contrary to these Escrow Instructions:
- D.3. The Recordation Document and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;
- D.4 You are prepared to record the Recordation Document, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;
- D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Brad Taylor at the email addresses set forth above; and
- D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Brad Taylor to record the Recordation Document and complete the Transaction.

E. Closing Process and Priorities

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

- E.1. Date the Recordation Document to be recorded;
- E.2. Record the Recordation Document in the Official Records:
- E.3. Pay the costs associated with the Transaction;

E.4. Refund any funds delivered to you by RICH that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

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

- E.5. Notify Susan Dell'Osso (<u>sdellosso@riverslands.com</u>), Debbie Belmar (<u>dbelmar@riverislands.com</u>), Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>), Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), Monica Garcia (<u>mgarcia@ci.lathrop.ca.us</u>), Teresa Vargas (<u>tvargas@ci.lathrop.ca.us</u>), Sarah Pimentel (<u>spimentel@ci.lathrop.ca.us</u>), and Jose Molina (<u>JMolina@sigov.org</u>) of the completion of the Transaction;
- E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Custom Homesites, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:
 - (A) a certified copy of the Recordation Document, showing all recording information of the Recordation Document; and
 - (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

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

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

Very truly yours,

Stephen J. Salvatore	Date	Susan Dell'Osso	Date
City Manager		President	
City of Lathrop		River Islands Custom F	lomesites, LLC

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

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

Old Republic Title Cor	npany		
By:			
Its:		_	
Date:			

OWNER'S STATEMENT

THE UNDERSIMED DOES HERBY STATE THAT THEY ARE THE DWARES OF ALL THE LAND DELINEATED AND EMPRACED WITHIN THE STRENGT BOUNDARY LIVE OF THE HERBY EMPODIED FINAL MAP STRITED. THAT'S TO AND WE HERBY CONSENT OF THE CHARROS, CAUFORMA, CONSISTENCE OF NAME OF STRENGT AND WE HERBY CONSENT OF THE PREPARATION AND TRUNC OF THIS FOR THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY.

TO ENSIRE MUNIDAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED WAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE OTHER OF THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE OTHER OF THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHTS OF ACCESS TO LOTS 16, 21 AND 26.

OWNER: RIVER ISLANDS CUSTOM HOMESITES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SUSAN E. DELL'OSSO PRESIDENT

TRUSTEE'S STATEMENT

OD REPUBLIC THE CAMENNY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016. AS DOCUMENT NUMBER 2016—160866. AND AS AMENIED IN DOCUMENT RECORDED DECEMBER 78, 2017 AS DOCUMENT NUMBER 2017—160771 AND AS AMENIED IN DOCUMENT RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020—06060: AND FRIETRE AMENIED IN DOCUMENT RECORDED NOWMERS 23. 2022 AS DOCUMENT NUMBER 2020—06060: AND FRIETRE AMENIED IN DOCUMENT RECORDED NOWMERS 23. 2022 AS DOCUMENT NUMBER 2020—07060: AND FRIETRE AMENIED IN DOCUMENT RECORDED NOWMERS 23. 2022 AS DOCUMENT NUMBER 2022—132040, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS DAY OF , 2024.

ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERRIES ONLY THE DESIMITY OF THE IMMODULAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRATIFFICINESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) SE/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXCUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SCHANDRE(S) OR THE ENTITY UPON BEHALF OF WHICH 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.

NAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:
MY COMMISSION NUMBER:
MY COMMISSION EXPIRES: WITNESS MY HAND:

EXEMPT FROM FEE PER GOVERNMENT CODE 273881; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

RIVER ISLANDS - PHASE 1A VILLAGES C6 & C7 **RACT 3795**

A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOMOSHES I AND 2 SOUTH, RANCE 6 EAST, M.D.M.,
BEING A SUBDIVISION OF PARCES, E. 2, 3 AND 6 OF TRACT 379, 44 MAP 37)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALFORNIA



CITY CLERK'S STATEMENT

I, ITERSA WAGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LICHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HERRIN EMBODED MAP ENTITIED "TRACT 3795, RNUTR ISLANDS, PHASE 1A, VILLAGES OR AND C.T. CITY OF LATHROP, CALIFORNIA, CONSISTINO OF NNE (9) SHEETS, THIS STATEMENT MAS PRESENTED TO SAND CITY COUNCIL. AS PROVIDED BY LAW, AT A RESULUAR MEETING THEREOF, HELD ON THE COUNCIL AS PROVIDED BY LAW COUNCIL DID THERELIPON BY RESOLUTION NO. DAY OF DULY PASSED AND ADDOPTED AT SAND MEETING, APPROVE SAND MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LUTHROP, FOR PUBLIC USE, THE RELINGUISSHARED AND ACCEPTED ON BEHALF OF THE CITY OF LUTHROP, FOR PUBLIC USE, THE RELINGUISSHARED AND ACCEPTED AND BEHALF OF THE CITY OF LUTHROP, FOR PUBLIC USE, THE RELINGUISSHARED AND ACCEPTED AND BEHALF OF THE CITY OF LUTHROP, FOR PUBLIC USE, THE RELINGUISSHARED AND ACCEPTED AND SHOULD BEHALF OF THE CITY OF LUTHROP, FOR PUBLIC USE, THE RELINGUISSHARED AND ACCESS RIGHTS TO LOTS 16, 21 AND 26, AND THE DEDICATION OF GROUND WATER RIGHTS.

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

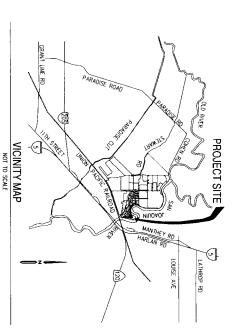
PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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: COMMISSION NUMBER COMMISSION EXPIRES (PRINT):

(PRINT):

OF BUSINESS:



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 3894 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL ON JUNE 1, 2015.

SIHI GILVO

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

CITY ENGINEER'S STATEMENT

, BRUD R. TWOOR HEREBY STATE THAT I AM THE CITY EXCINEER OF THE CITY OF LATHROD CALIFORNA MO, THAT I HAVE EXCHANGED THIS FLAME WAS OF THAT THE SELECTION OF LATHROD CALIFORNIA, AND THAT APPRICABLE DRIBWARDS HEREON CALIFORNIA, AND ANY APPROACH AT THE THAT CALIFORNIA HAVE AND CALIFORNIA AND ANY AND CALIFORNIA AND ANY AND CALIFORNIA AND CALIFORNIA AND ANY AND CALIFORNIA AND CALIF

∃S.	
DAY	
유	
Į	
202	

BRAD R. TAYLOR, R.C.E. 92823 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDER'S STATEMENT

FEE: FILED THIS ______ DAY OF _____ OF MAPS AND PLATS, AT PAGE OLD REPUBLIC TITLE COMPANY. 2024, AT THE REQUEST

SHEET 읶

STEVE J. BESTOLARIDES, ASSESSOR-RECORDER-COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA

8

DEPUTY RECORDER

ဖ

CITY SURVEYOR'S STATEMENT

I, OARRY, A ALEXANDER, HERBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 395, RIVER ISLANDS, PHASE TA, VILLAGES CÉ AND CT, CITY OF L'ATHROP, CALFORNIA, AND THAT THE SUBDIVISION SION HERCEN COMPLES WITH ALL THE PROVISIONS OF CLAPETER 2 OF THE CALFORNIA SUBDIVISION MAP ACT, AS MENOED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

Ξ.
HS.
DAY OF
유
2024.

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



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUESTION REVEAL IN THE SUBMYSION MAP ACT AND LOCAL CROMANNEE AT THE REQUEST OF REVEAL SUBMYSION MAP ACT AND LOCAL CROMANNEE AT THE REQUEST OF REVEAL SUBMYSIONS DEVELOPMENT, LLC, ON MARCH 35, 2023 I. HERBEY STARE ALL THE MOUNTHUSTS ARE OF THE CHARACTER AND OCCUPY THE POSTORONS INCIDENT ON THAT THEY WILL BE SET IN THOSE POSTONOS RECIONE LIPIDE, 30, 2025, AND THAT THE MOUNTHINTS ARE OF THAT THEY WILL BE SUBMYSIONALLY CONFORMS TO THE CONDITIONALLY APPROVED INSTANTAL MAP.

뼌
봀
_ DAY OF
202





- RIGHT TO FARM STATEMENT:

 REN CITY OF L'AIRINGE MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15-8404, THE CITY OF L'AIRING PERMITS

 PER CITY OF L'AIRING DE ROPERTY CONDUCTED ASSIGNITUREA, OPERATIONS WITHIN THE CITY JUMPS, INCLUDING THOSE THAT

 DETATION OF PROPERTY CONDUCTED ASSIGNITUREA, OPERATIONS WITHIN THE PROPERTY YOU ARE PROSENTED

 MAY BE LOACITE CLOSE TO ASSIGNITURAL LANGE MODERNOUSS. TO MANY BE SUBJECT TO MODINGHENCE OR

 SECOMPORT ARISING FROM THE LAMFIL AND PROPER USE OF "AGRICAL TOPAL WAS AND FASTICIDES AND FRANCH

 PREMIANE, HARVESTING, BENANCE OF ASSIGNLATIONAL SWATE PRODUCTES, PROTECTION OF CROPS AND MANALS FROM

 LEPREJATION, AND OTHER ACTIVITIES MICHOL MAY BENACHET TO ASSIGNLATIONAL PROPERTY MAY BE LOACITED TO ADJACENT TO ASSIGNLATIONAL OF REPETATIONS OUTSIDE THE CITY'S

 MARISCHOTON. CONSECUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE RECESSARY THAT YOU

 BE REPLARED TO ACCUSET SUCH MICHOLISMS.
- A SUIS REPORT ENTIED "RECTIFIANCAL EPICANTON, INSE ISLANDS HASE 1, LAHEOR, AUFORMA", REFERENCED AS PROJECT NO. SAMASONION AND NATES MALVE 2, 2006, INSE BELL REPORTED FOR THIS PROJECT BY ENGE.

 MODREPORATED, JOSEF J. TOOTLE, GE. NO. 2677, AND IS ON FALE WITH THE CITY OF LATHROP
- "TRACT 3795, RIVER ISLANDS, PHASE 1A, MILAGES 06 AND C7", CONTAINS: 30 RESIDENTIAL LOTS CONTAINING 5.95 ACRES, MORE OR LESS, ALL AS SHOWN ON THIS FINAL MAP. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW)

TOTAL	30 RESIDENTIAL LOTS	TRACT 3795 AREA SUMMARY
5.95 AC±	5.95 AC±	WARY

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1214022738-LR (VERSION 8), DATED MARCH 20, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

RIVER ISLANDS - PHASE 1A VILLAGES C6 & C7 **RACT 3795**

A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOMNSHE'S 1 AND 2 SOUTH, RANCE 6 EAST, M.D.M.,
BEING A SUBDIVISION OF PARCLES 1, 2, 3 AND 6 OF IRACT 3794 (44 MAP 37)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALEDONIA



SIGNATURE OMISSIONS

- PURSUANT O SCOTON 66435 OF THE CALEPSNIA SUBDIVISION MAP ACT, THE SOMATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED.

 1. RECLAMED ISLANDS LAND COMPANY, RESERVATION FOR OL. GAS, MARENALS, AND DIFFER.

 1. HORDOCARBON SUBSTANCES LING BLOW A DEPTH OF 500 FEET, FER DOCUMENT NUMBERY 2001—046177, S.J.C.R.

 2. PUBLIC UNITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3859 FILED OCTOBER 9, 2015, IN BOOK 42 OF MAPS AND PLATS,

 3. PUBLIC UNITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3793 FILED MARCH 26, 2015, IN BOOK 42 OF MAPS AND PLATS,

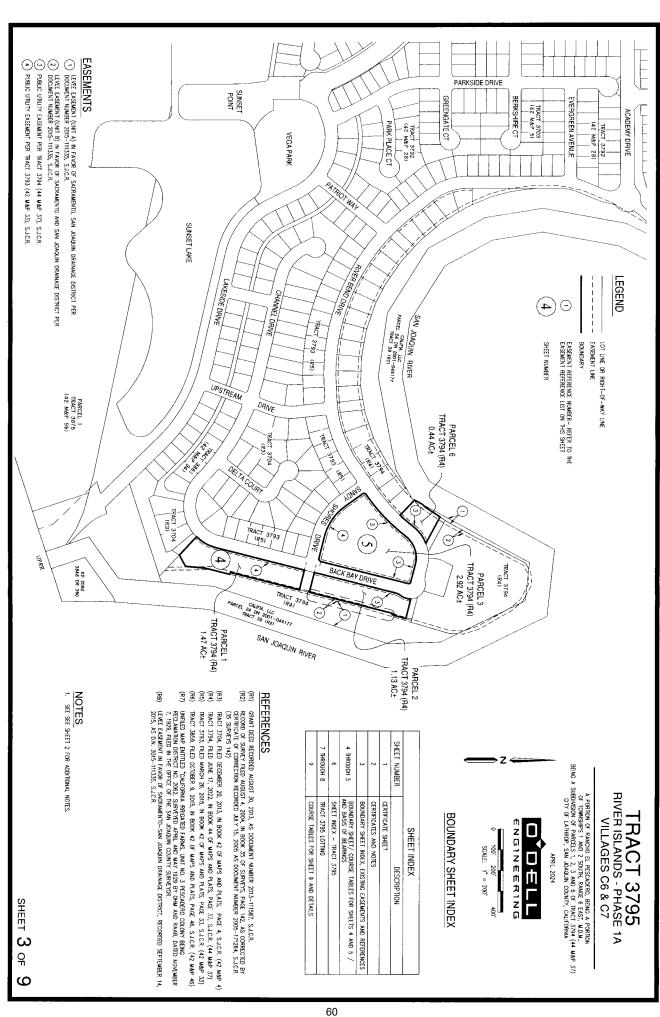
 3. PUBLIC UNITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3793 FILED MARCH 26, 2015, IN BOOK 42 OF MAPS AND PLATS,

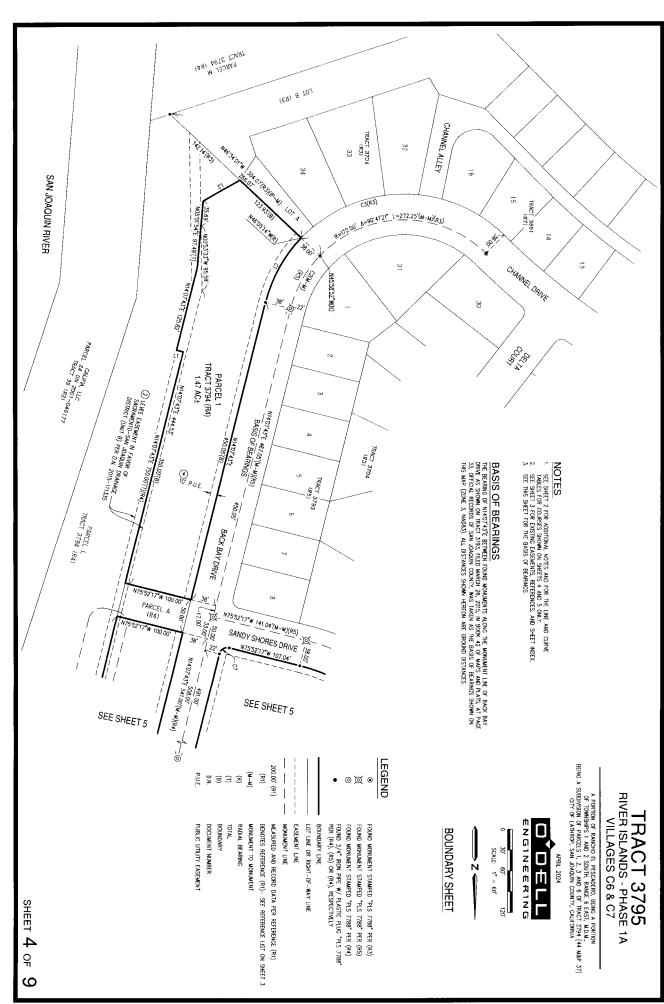
 3. PUBLIC UNITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3793 FILED MARCH 26, 2015, IN BOOK 42 OF MAPS AND PLATS,

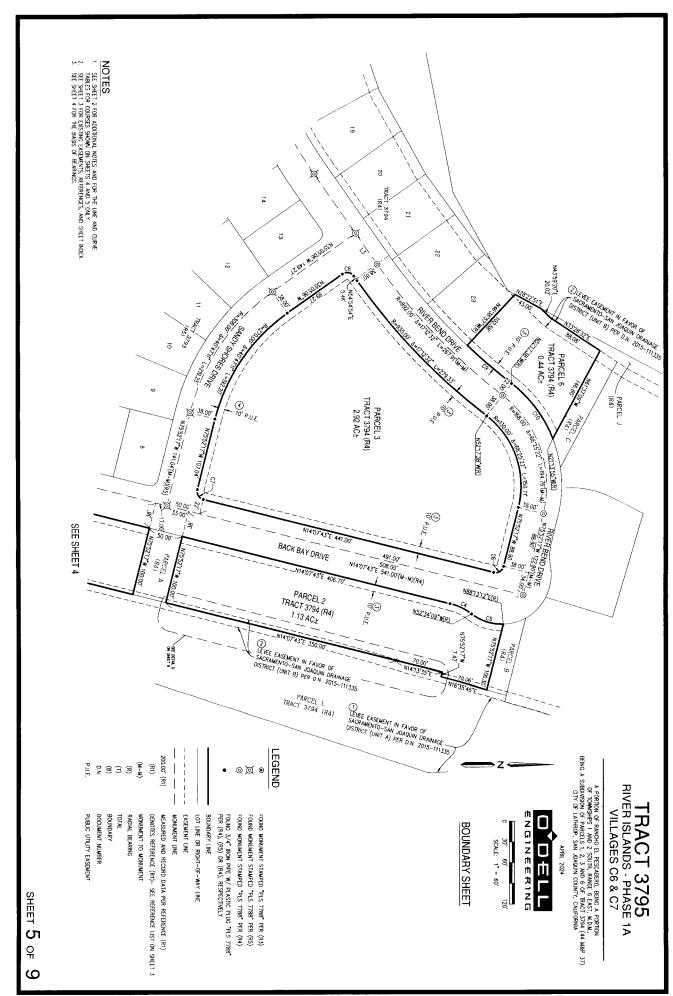
 3. PUBLIC UNITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3793 FILED MARCH 26, 2015, IN BOOK 42 OF MAPS AND PLATS,
- AT PAGE 33, SLIC.R.
 LEMEE EASEMENTS IN FAVOR OF SAGRAMENTO— SAN JOAQUIN DRAINAGE DISTRICT PER DOCUMENT NUMBER 2015—111335, SLIC.R.
 PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3794 FILED JUNE 17, 2022, IN BOOK 44 OF MAPS AND PLATS,
 AT PAGE 37, SLIC.R.

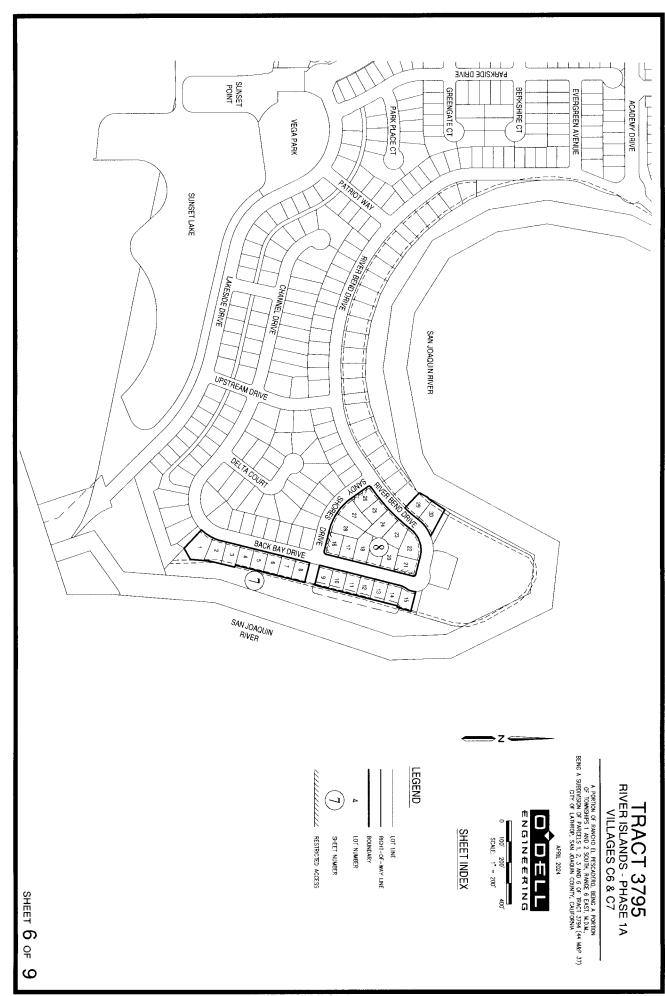
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 4 AND 5 ONLY

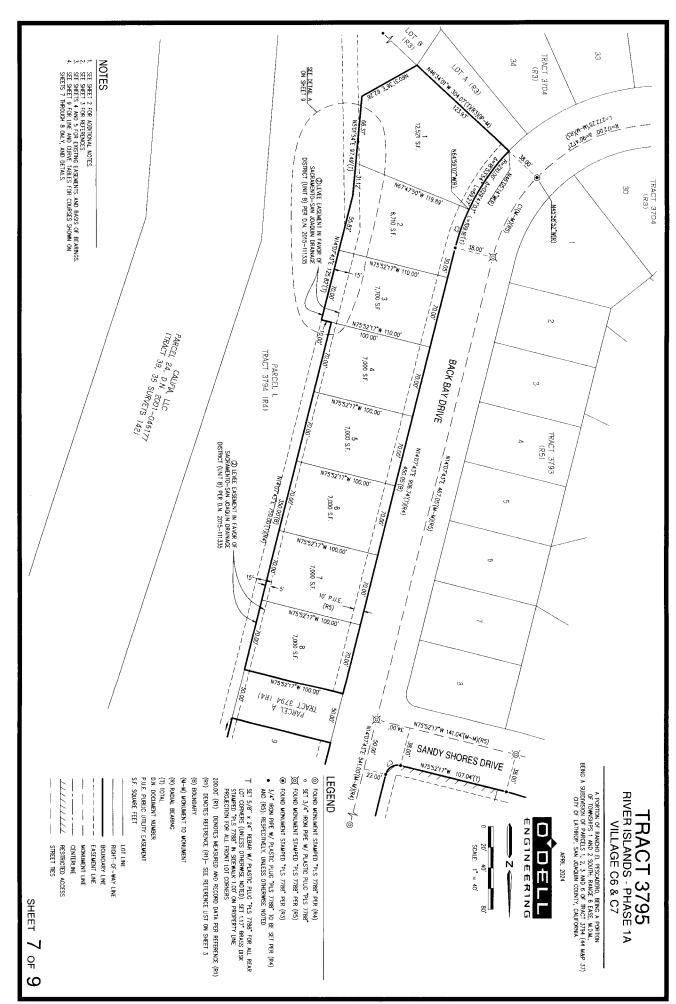
							ដ	12	=	E WE		
							N54'54'54"E	N60'31'36"E	N75'52'17"W	DIRECTION	בואר ועסכר	INF TARIF
							55.46	62.26	10.00	LENGTH		
												_
CiO	8	8	C7	န	ક	2	ឩ	ಬ	Ω	CURVE		
190.00	870.00	12.00	12.00	12.00	73.00	87.00	210.00	172.00	210.00	RADIUS	CURV	
190.00 31'03'43"	5'40'41"	,00,00.06	90'00'00"	,00,00.06	39'12'40"	23'18'08"	90'47'43"	29'53'25"	29'47'03"	DELTA	CURVE TABLE	
103.01	86.22	18.85	18.85	18.85	49.96	35.38	332.78	89.73	109.16	LENGTH		
												•

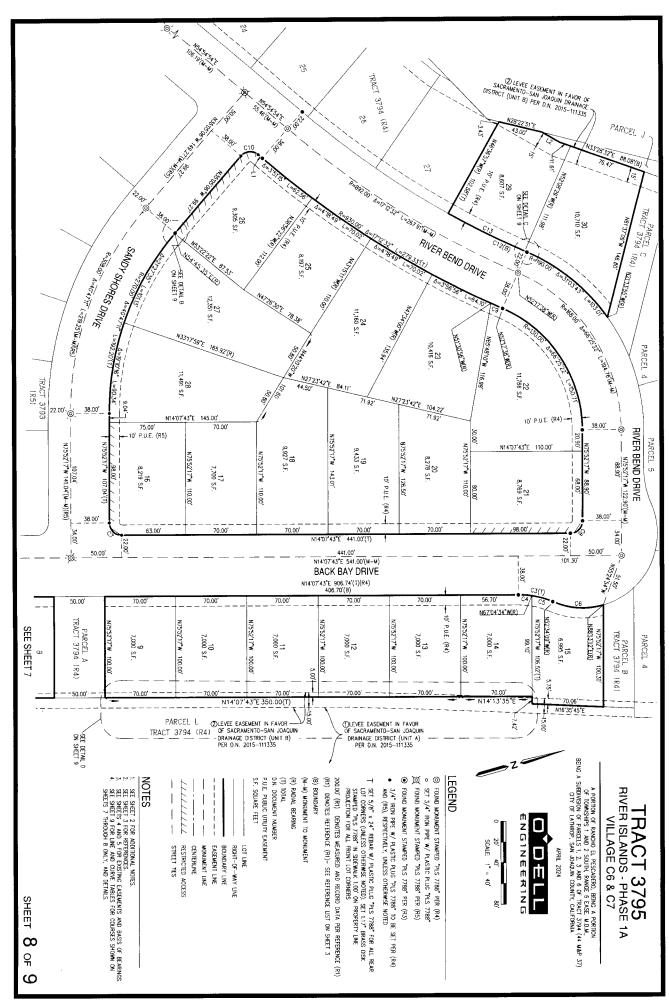


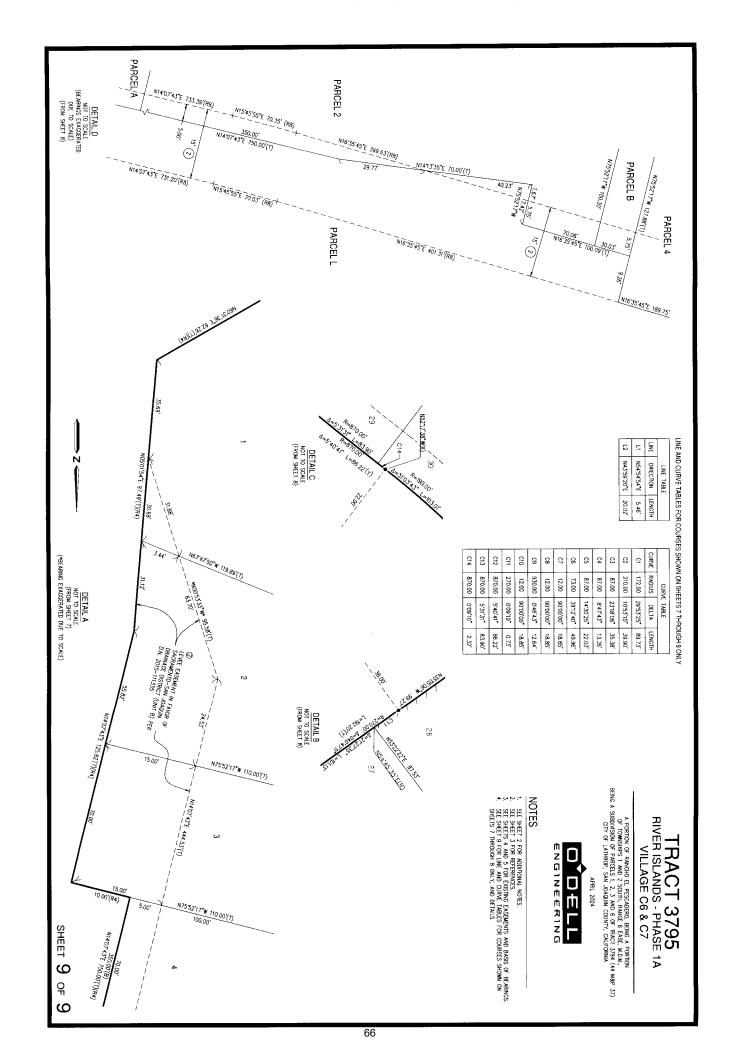












CITY MANAGER'S REPORT JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING

ITEM: APPROVE FINAL MAP, CFD ANNEXATION, AND

SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4215 VILLAGE 22 WITHIN

WOODLANDS EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4215

Village 22 within the Woodlands East District, Totaling 62 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement

with Califia, LLC

SUMMARY:

The proposed Final Map for Tract 4215 Village 22 (Tract 4215), included as Attachment "E", is within the Woodlands East District of Phase 2 for the River Islands Project. Califia, LLC (River Islands) is proposing sixty-two (62) 55' x 100' residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map for Tract 4215 to be recorded pursuant to the terms of the escrow instruction included as Attachment "D" and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands by Resolution included as Attachment "A".

BACKGROUND:

On June 14, 2021 the City of Lathrop City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On March 25, 2024 City Council approved Tract 4205 Woodlands East Large Lot Final Map (LLFM) to create 23 undevelopable parcels. On March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District. The land for the proposed Final Map for Tract 4215 is within the geographic boundaries of VTM 6716 and LLFM 4205.

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

The total cost of the improvements for Tract 4215 is \$2,400,000, however a large portion of the improvements have already been constructed and therefore do not need to be guaranteed. Performance and labor & material securities have been provided with the SIA for Tract 4215 that guarantees the unfinished improvements in the amount of:

CITY MANAGER'S REPORT JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4215 VILLAGE 22 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Unfinished Improvement Total:	\$628,200
Performance Security (110% of Unfinished Improvements) Bond No. 0844452	
Labor & Materials Security (50% of Performance Security) Bond No. 0844452	\$345,510

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

Tract 4215 will need to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City, Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA). Approval of Annexation into City of Lathrop CFD 2023-1 is proposed with this Council item. Annexation into additional CFDs administered by RD 2062 and RIPFA is required as part of the escrow instructions prior to recording of the final map.

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

River Islands has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

Do	cuments	Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
5.	Street Improvement, Landscape, Light & Joint Trench	Completed
6.	Geotechnical Report	Completed
7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed

9.	Allocation of Water and Sewer capacity	Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Preliminary Guarantee of Title	Completed
13.	Escrow Instructions	Completed
14.	Tract 4215 Village 22 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Approval pending with this item
Fees	5	Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

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

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4215 Village 22 within the Woodlands East District, Totaling 62 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC
- B. Vicinity Map Tract 4215 Village 22
- C. Subdivision Improvement Agreement between the City of Lathrop and Califia, LLC, a California limited liability company, for Tract 4215, Village 22
- D. Escrow Instructions for Final Map Tract 4215 Village 22
 - Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment "D")
- E. Final Map Tract 4215 Village 22

CITY MANAGER'S REPORT JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4215 VILLAGE 22 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

APPROVALS

City Manager

Vegon Apappan	05/20/2024
Veronica Albarran	Date
Junior Engineer	
Brad Taylor City Engineer	<u>5/w/vov4</u> Date
Cari James Finance Director	
	5 · 22 · 2024
Michael King	Date
Assistant City Manager	
3	5.22-2024
Salvador Navarrete	 Date
City Attorney	
	5·30·24
Stephen Salvatore	Date '

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4215 VILLAGE 22 WITHIN THE WOODLANDS EAST DISTRICT, TOTALING 62 RESIDENTIAL LOTS, ANNEXATION INTO CFD 2023-1, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CALIFIA, LLC

WHEREAS, on June 14, 2021, the City of Lathrop City Council approved Vesting Tentative Subdivision Map (VTM) 6716; and

WHEREAS, on March 25, 2024, the City of Lathrop City Council approved Woodlands East Large Lot Final Map (LLFM) 4205; and

WHEREAS, on March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District, within Phase 2 of the River Islands project; and

WHEREAS, the land for the proposed Final Map for Tract 4215 is within the geographic boundaries of VTM 6716 and LLFM 4205; and

WHEREAS, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, Califia, LLC, provided performance and labor & material securities with the SIA for Tract 4215 that guarantee the unfinished improvements in the amount as follows:

Unfinished Improvement Total:	\$628,200
Performance Security (110% of Unfinished Improvements) Bond No. 0844452	
Labor & Materials Security (50% of Performance Security) Bond No. 0844452	\$345,510

; and

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

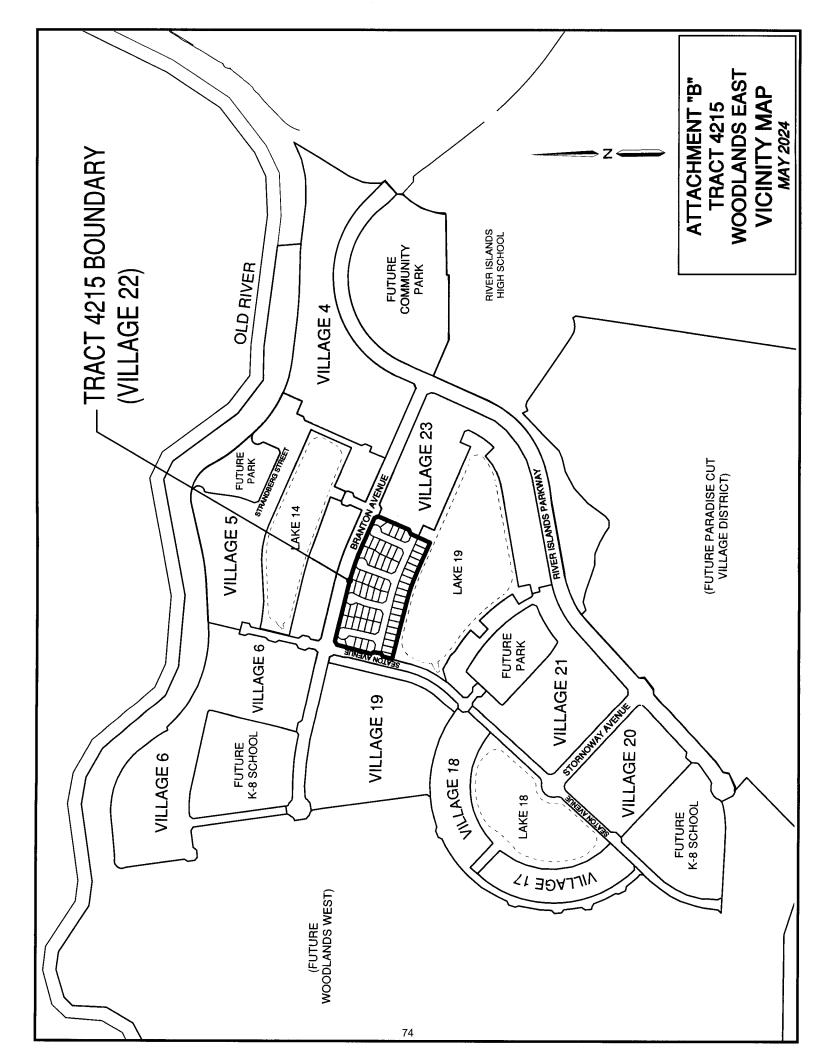
WHEREAS, Tract 4215 needs to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve Annexation into City of Lathrop CFD 2023-1. Additional CFDs administered by Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA) are recorded and included as part of the Escrow instructions; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment D to the City Manager's Report that accompanies this Resolution, by depositing necessary sums and required security to guarantee execution of the documents related to the SIA.

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

- 1. The Final Map for Tract 4215 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized once the terms and conditions of the escrow instructions are met.
- 2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with Califia, LLC in substantially the form as attached to the June 3, 2024 staff report.
- 3. Annexation into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) in substantially the form as attached to the June 3, 2024 staff report.

PASSED AND ADOPTED by the City day of June 2024 by the following vote:	Council of the City of Lathrop this 3 rd
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Sonny Dhaliwal, Mayor
ATTEST:	APPROVED AS TO FORM:
Teresa Vargas, City Clerk	Salvador Navarrete, City Attorney



SUBDIVISION IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF LATHROP AND

CALIFIA, LLC,

CALIFORNIA LIMITED LIABILITY COMPANY

FOR TRACT 4215 VILLAGE 22 62 RESIDENTIAL LOTS

RECITALS

- A. This Agreement is made and entered into this 3rd day of June 2024, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and Califia, LLC, a California limited liability company, (hereinafter "SUBDIVIDER").
- B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4215 Woodlands East Village 22 (Tract 4215). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4215 located within the Woodlands East District of River Islands Phase 2, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided by SUBDIVIDER that guarantee the unfinished improvements for Tract 4215, in the amount shown in Section 8 of this agreement.
- C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4215 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4215. Improvement plans, and street light plans have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4215 are required security as outlined in this Agreement is required.

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Woodlands East Village 22

neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

- 2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4215, or June 3, 2025, whichever comes first.
- 3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
- 4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
- 5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.
- 6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$240,000, equal to 10% of the estimated cost of the Improvements for the Woodlands East Village 22 neighborhood (\$2,400,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.
- 7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, or fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

8. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4215 as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

Table 1 – Bond Values

Unfinished Improvement Total:	\$628,200
Performance Security (Bond No. 0844452)	\$691,020
Labor & Materials Security (Bond No. 0844452)	\$345,510

- 9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.
- 10. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.
- 11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.
- 12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any

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

- 13. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.
- 14. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.
- 15. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.
- 16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

- 17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.
- 18. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.
- 19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4215.
- 20. The following miscellaneous provisions are applicable to this Agreement:
- a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.
- b. Definitions. The definitions and terms are as defined in this Agreement.
- c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.
- f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions.

In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

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

ATTACHMENTS:

EXHIBIT A FINAL MAP - TRACT 4215

EXHIBIT B TRACT 4215 WOODLANDS EAST VILLAGE 22 AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: WOODLANDS EAST VILLAGE 22 UNFINISHED IMPROVEMENTS AND

FULL IMPROVEMENTS COST ESTIMATE

	024, at Lathrop, Calif	omia.			
	ST: TERESA VARG			OF LATHROP, a	
•	tlerk of and for the Cir hrop, State of Californ	•		cipal corporation of the of California	
	1 /				
BY:			BY:		
	Teresa Vargas City Clerk	Date		Stephen J. Salvatore City Manager	Date
	City Clerk			City Widilagei	
APPR	OVED AS TO FORM	1 BY THE CITY OF	LATHR	OP CITY ATTORNEY	
	-				
BY:	5 2	5.22-2024			
	Salvador Navarrete City Attorney	Date			

Subdivision Improvement Agreement (Califia, LLC) Tract 4215 Woodlands East Village 22
SUBDIVIDER
Califia, LLC, a California limited liability company
BY:
Susan Dell'Osso
President

EXHIBIT "A"

FINAL MAP - TRACT 4215

OWNER'S STATEMENT

THE MODESONED, DOES HERBY STATE THAT THEY ARE THE OWNERS OR HANE SOME RECORD THE INTEREST IN THE MAD FOLKEN LAND SOME RECORD THE WITH THE CYPEN EMBORATION THAN WE DEFEND WHILE THAT WE WERE THE WEND THAT THAT WE WERE THE WEND THAT WE WERE THE WEND THAT THE WEND THE WEND THE WEND THAT THE WEND THE WEND THE WEND THE WEND THE WEND THAT THE WEND THE

- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.
- TO THE CITY OF LATHERD FOR PUBLIC RICHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS ELLINGTON WAY, ESCHLADE COURT, POULSON COURT, PURDY COURT AND CARTAMAN COURT AS SHOWN ON THIS FINAL MAP.
 - A MONEYCLISME EASEMENT TO THE OTY OF LATHORP, DOCETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPORTS TOWN OF AND WANTAIN, POLE CE, MIETS, CABLES, PIPES, AND COMOUITS AND THE APPORTENCES LIPM, ORRE AND WORR HE SIRES CE, LAND AS SHOWN ON THIS FIRM, MAP RESONATED AS "PLICE", FORBIC UTILITY EASEMENT).
- A NOW-YCCLISME EXSTAINT TO THE CITY OF LATHEROW TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPARA AND MAINTAIN, PRELIDENS, DANION, CHANNEZ SYSTEMA AND THER PARADETHRANGEN OVER, OMER AND UNION PRISES OF LAND, AS STORM UN THIS FINAL WAP DESIDANCED AS "SOLE", (STORM DRAIN EXSTAINT).
- A MON-EXCLISING EXCRURY TO THE CITY OF LATHEROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, RECONSTRUCT, RECONSTRUCT, RECONSTRUCT, REPUBLIES NOW MULLIS UNDON WILLS UPON AND OVER THE STRUCS OF LAND AS SHOWN ON THIS FINAL WAP SESSIONATED AS "WE, (WALL EXCRURY).

REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES.

꿑

PARCEIS A AND B TO THE CITY OF LATHROP FOR PURPOSES OF OPEN YBARS, LANGSCAPING, PUBLIC UTILITIES, FEING MANITENANCE, AND APPURIENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAPP. -

THE LINDERSIGNED DOES HEREBY RELINDUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 10, 11, 12, 32, 33, AND 42 ALONG THE LOT LINES AS INDICATED BY THE SYMBOLZZZZZZZ, AS SHOWN ON THIS FINAL WAP.

TO ENSURE JUNIOPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS FINAL JUNP, ALL GROUND WATER RIGHTS THAT THE UNDEPROONED MAY HAVE WITHIN THE DISTINCTIVE BOYGER UFON THIS JUNP, HEREBY ARE DEDICATED TO THE CITY OF JUNE ALPHRONED TO THE CITY OF THE UNDEPROONED JUNE ALPHRONED TO THE CITY OF THE UNDEPROONED THAT THE UNDEPROONED THAT THE UNDEPROONED THE UNDEPROONED THE UNDEPROONED THAT THE UNDEPROONED THE UNDEPROONED THAT THE UNDER THAT THE UNDEPROONED THE UNDEPROONED THAT THE UNDEPROONED THE UNDEPROONED THAT THE UNDEPROONED THE UNDEPROONED THAT THE UNDEPROONED THE UNDEPROONED THE UNDEPROONED THE U

THE UNDERSIONED DOES HEREBY RESERVE THE DESIGNATED REMAINDER AS SHOWN ON THIS MAP FOR FUTURE DEVELOPMENT.

THE UNDERSORED DOES HERBY RESERVE THE NON-EXCLUSIVE "LAKE FILL PPETINE EASEMBRYS", THE "LAKE CONCLUSIVE TASSMERS," DESCRIPER WITH THE ROBAT THE CONCRIDER. CESSURENCE (THE ROBAT THE ROBAT THE CONCRIDER. CESSURENCE THE ROBAT THE CONCRIDER. CESSURENCE THE ROBAT THE CONCRIDER. CESSURENCE THE ROBAT THE ROBAT THE CESSURENCE AND AND THE TASSMERS. LAND AS DOMINGEN THE SCRUPENT AND THE PETINE EASEMBRY "SHEEP THE PETINE EASEMBRY" SHEEP THE PETINE EASEMBRY. THESE EASEMBRY SHEEP THE ROBAT THE CONCRIDER TO ROMER TO SHEEP THAT THE EASEMBRY SHEEP THE ROBAT THE PETINE OF THIS PRIVAL PRIVAL SHEEP THAT THE PETINE OF THIS PRIVAL THE PETINE OF THE PETINE O

WHERENS TO SUBDINGE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARAN RIGHTS OR OTHER WATER WITERS TO WHICH HE SUBJECT LAND S WHEREN THAN OF THE KANDS, WHE HERE SOLY WHERE REALTS GOTHER AND SUBJECT WHERE REALTS SOLY WHERE REALTS SOLY WHERE REALTS SOLY WHERE REALTS SOLY WHERE WELD ONE OF REALTS AND SOLY WHICH SOLY SOLY SUBJECT LANDS WHEN HE EDUNDARIES OF HIS UAKE OF THIS SURGIOUSLY OF THE SURGIOUSLY DEVER HE RIPARAN RIGHTS OF THE

CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY OWNER:

DATE	
SUSAN DELL'OSSO	DDCCIDENT
 Ψ	

SEE SHEET 2 FOR TRUSTEE'S STATEMENT

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

RIVER ISLANDS - PHASE 2 **TRACT 4215** VILLAGE 22

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 6
AND PARCEL J OF TRACT 4206 (44 MAP 96),
WOOLANDS EAST LARGE LOFT THAL MAP,
OTTY OF LATRICOP, SAN JOAQUIN COUNTY, CALEDRIAN

MAY 2024



CITY CLERK'S STATEMENT

CHERSA WARGAS, GITY GLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LIATROP, STATE OF CALFORNAL CASSING OF DEAT CONFIGURATION OF

PAGE ALSO, PURSUANT TO SECTION 68434(g) OF THE CALL'ERNA SUBDIVISION WAP ACT, THE CITY OF LATHROP ODGES HERBEY ABANDON THE INNA-CALSUSING PUBLIC UTILITY EASTENING PUBLIC PUBLIC SUBDIVISION BEINGE ASSOCIATED PER TRACT 4205 THAIL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF WAPS AND PLATS, PASS, OFFICIAL RECORDS OF SAN JOAQUN COUNTY, WITHIN THE BOUNDARY OF THIS PANIL MAP.

i further state that all bonds as required by Law to accompany the within wap, if Applicable, Have been approved by the city council of Lathrop and filed in My office.

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

A MONAY PUBLIC OR OTHER OFFICER CAMPLEING THIS CREPITCALT VERIESS ONLY THE LICENTITY OF THE INDIVIDUAL WHO SINGLIN THE DOCUMENT TO WHICH THIS CRETIFICALE IS ATTACHED, AND NOT THE INDIFFICUARISS, ACCURACY, OR VALUITY OF THAT DOCUMENT ACKNOWLEDGEMENT CERTIFICATE (OWNER)

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

NA NOTARY DIBLIC, PERSONALLY APPEARD.

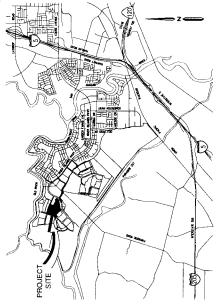
A NOTARY DIBLIC, PERSONALLY APPEARD.

WHO PROVED IN WHITE BASS OF SANDSACRORY EVENENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSISCREED TO THE WITHOUT TO BE THE PERSONAL SOCIETOR THE SAME IN BIS/ARE/THER MALINDRATE, CAPACITYCES, AND THAT BY HIS/ARE/THER SHALLINGS CAPACITICS). AND THAT BY HIS/ARE/THER SHALLINGS CAPACITICS, AND THAT BY HIS/ARE/THER SHALLINGS CAPACITICS. AND THE MERSONAL SAME IN BIS MERSONAL SAME THE PERSON(S).

I CERTEY UNDER PENALTY OF PERAURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARACKAPH IS TRUE AND CORRECT.

MINESS MY HAND:

MAIUME:	WE (PRINT):	NCIPAL COUNTY OF BUSINESS:	COMMISSION NUMBER:	COMMISSION FXPIRES



VICINITY MAP

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4908.

2024

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR OTY OF LATHROP

DAY OF

DATED THIS.

CITY ENGINEER'S STATEMENT

DAY OF

2024

BRAD R. TAYLOR, R.C.E. 92823 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDER'S STATEMENT

2024, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY. DAY OF OF MAPS AND PLATS, AT PAGE FILED THIS IN BOOK

ASSISTANT/DEPUTY RECORDER ₩. SIEVE BESTOLARIDES ASSESSOR-RECORDER-COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA

CITY SURVEYOR'S STATEMENT

, DARRY A ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL WAD OF "TRACT 4215, RIVER ISLANDS — PHYSE 2. WILLAWE 22F YOF LATHERDP, CALFORNA, AND I AM SATISFED HAT THIS TRACE, WAD IS TECHNICALLY CORRECT.

2024.	
DAY OF	
₽	
ATED THIS	



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

SURVEYOR'S STATEMENT

THIS LAP WAS PREPARED BY ME OR LANGER MY DIRECTION AND IS BASED UPON A RELD SURVEY NEW CONCOMMENT OF THE SUBGROSSION MAP AT THE DIRECTION OF ALCOMENDIATE OF THE SUBGROSSION MAP AT THE REPORT OF THE THE WILL BE WINDERNIA THE THE WINDERNIA THE CONTENDER THE WILL BE WINDERNIA THE OFFICE OF THAT THE WINDERNIA TH

	- "
- 2	
2024.	
- 1	
- 1	
J	
- 1	
- 1	
DAY OF	
_	
>-	
≪	
\Box	
- 1	
- 1	
- 1	
1	
- 1	
Ć	
T.	
E.S	
DATED	
w	
=	
3	



DYLAN CRAWFORD, P.L.S. NO 7788

85

1. RIGHT TO FARM STATEMENT.

RIGHT TO FARM STATEMENT.

RIGHT TO FARM STATEMENT.

RIGHT OF LATRIQUE MUNICAL CODE OF ORDINANCES, THE 15, CHAPTER 15-48.04, THE CITY OF LATRICE WITH THE CITY OF LATRICES AND CHECKARD.

FOR CITY OF LATRICES AND FETCHERS AND CHECKARD.

SUBJECT TO MODERNIENEED OF DESCRIPTION AND CHECKARD.

SUBJECT TO MODERNIENEED OF ROSCHIPTION AND CHECKARD.

CHECKARD AND FETCHERS AND FETCHERS AND CHECKARD.

CHECKARD AND FETCHERS AND FROM OTHER AGROLUTIONAL AND THE ACTIVITIES WHICH MAY EXPERTED TO CHECKARD.

CHECKARD AND FETCHERS AND FROM OTHER AGROLUTIONAL ACTIVITIES WHICH MAY EXPERTED TO CHECKARD.

CHECKARD AND FETCHERS AND FETCHERS AND FETCH ENABLES AND THE ACTIVITIES WHICH MAY EXPERTED TO CHECKARD.

REFERENCE AND FETCHERS AND FETCHERS AND FETCHERS AND THE ACTIVITIES WHICH MAY EXCEPT AND THE ACTIVITIES WHICH MAY EXCEPT AND THE ACTIVITIES WHICH AND THE ACTIVITIES WHICH MAY EXCEPT AND THE ACTIVITIES WHICH AND THE ACTIVITIES AND THE ACTIVITIES WHICH AND THE ACTIVITIES AND ACTIVITIES AND THE ACTIVITIES WHICH AND THE ACTIVITIES AND THE ACTIVITIES WHICH AND THE ACTIVITIES WHICH AND THE ACTIVITIES WHICH AND THE ACTIVITIES WHICH AND THE ACTIVITIES AND A

TRACT 4215 AREA SUMMARY	UMMARY
LOTS 1 THROUGH 57	7.829 AC±
PARCELS A THROUGH M	27.800 AC±
STREET DEDICATIONS	3.588 AC±
TOTAL	39.217 AC±
DESIGNATED REMAINDER	0.676 AC±

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023330—LR (VERSION 3), DATED MAY 10, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

TRUSTEE'S STATEMENT

O.D. REPUBLIC TITLE COMEANY. AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED AUGUST 29, 2003, AS DOCUMENT NUMBER 2019-19468, AND AMENDED IN DOCUMENT RECORDED TREENLAY Y. 2019, AS DOCUMENT NUMBER 2014-011474, AND FIRETHER AMENDED IN DOCUMENT RECORDED AUGUST 2018, AS DOCUMENT NUMBER 2019-01950.

THE DEED OF RISTS RECORDED AUGUST AS DOCUMENT WINGERS 2020-046458, AND AS AMENDED IN DOCUMENT RECORDED AUGUST 3022, AS DOCUMENT WINGERS 2022-114642, AND FIRETHER AMENDED IN DOCUMENT RECORDED AUGUST 3, 2022, AS DOCUMENT NUMBER 2022-114642, AND FIRETHER AMENDED IN DOCUMENT RECORDED AUGUST 4, 2023, AS DOCUMENT NUMBER 2022-114642, AND FIRETHER AMENDED IN DOCUMENT RECORDED AUGUST 4, 2023, AS DOCUMENT NUMBER 2023-067141, OFFICIAL RECORDS 5 AND ADAQUAR COUNTY.

2024.		
ы	П	
DAY OF	Ш	
₽		•
DATED RY:	NAME	E.

ENGINEFAING

A PORTION OF RANCHO EL PESCAUERO, BENNE A SUBDIVISION OF PARCEL 6
AND PARCEL OF TRACT 2005 (44 Map 93),
WOOD, AND EST LARGE FOR THAL MAP
CITY OF LATHERPE, SAN JOAQUIN COUNTY, CALLFORNIA

MAY 2024

RIVER ISLANDS - PHASE

VILLAGE 22

S

TRACT 421

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTAR' PUBLO OR DIEGO FOTGER COUPLETING. THIS CERTIFICATE, VERHEES ONLY THE LIBEATITY OF THE INDUNDALY, WHO STAGED THE DOCUMENT TO WHIGH THIS CERTIFICATE IS ATTRACHED, AND NOT THE TRUTH THE TRUTH OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

ME ON THE BASIS OF SATISFACTOR'S VENERAL TO BE THE PERSON(S) WHOSE NAME(S) IS/MES SUBSIMED TO THE WITHIN INSTRUMENT, AND ACKNOMEDOED TO ME THAT THE/SHE/THEYE EXCULTED THE SAME IN 145/HER/THER PROTECTED CAPACITYDE(S), AND THAT BY HE/HER/THEN ESCANTUME(S) ON THE INSTRUMENT THE PERSON(S), ON THE INSTRUMENT THE PERSON(S), ACTED, EXCULTED THE INSTRUMENT. ,2024 BEFORE ME, NOTARY PUBLIC, PERSONALLY APPEARED,

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

LINE AND CURVE TABLES FOR SHEET 3 ONLY

LINE TABLE N6278'52"E N68'23'21"E N79'55'42"E N81'53'44"E N80'26'17"E NE614'15"W N57'41'31"E N3370716"W N34'44'49"W N36'22'23"W W.25.65.LM

DIRECTION

LINE 123 122

LENGTH

DIRECTION

¥

LINE TABLE

WINESS MY HAND:

JRE:	PRINT):	PRINCIPAL COUNTY OF BUSINESS:	MY COMMISSION NUMBER:	MY COMMISSION EXPIRES:
SIGNA TURE:	NAME (PRINT):	PRINCIPAL COL	MY COMMISSION	MY COMMISSION

1.1111

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

FECLANED (SLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OILER HYDROCARRON SHOSTANCES, LING BELOW A DEPTH OF 500 FEET, PER DOCUMENT MUMBER 2001-01048FIT7, S.J.C.R.

EASEMENT ABANDONMENT NOTE

THE FOLLOWING EASEMENT IS BEING ABANDONED BY THIS FINAL MAP, PLEASE REFER TO THE TOWNER STATEMENT ON SHEET 1.

THE MON-EXCLUSIVE PIBLE UTUTY EASEMENT (P.U.E.) FOR PLIBLE PLIBEDESTS. DEDICATED FOR REAL OF MAPS MAP EASEMENT (P.U.E.) FOR PLIBLE PROCK 40 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN PARCEL 6 OF TRACT 420S.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY CALIFIA, ILC, A CALIFORNIA LIMITED LIABILITY COMPANY.

AS FOLLOWS:

PARCELS A AND B FOR PURPOSES OF LANDSCAPE OPEN SPACES INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.

N5614'23"E 55.00'

7

N42'52'20"W

THE CITY OF LATHROP SHALL RECONVEY THE PROPERTY TO THE SUBDIMDER IF THE CITY MAKES A DETERMINATION THAT DIRECENT TO GOVERNENT CODE SCION 66477.5 THE SAME DIPPOSE FOR WHICH THE PROPERTY WAS LIBERIARD DOES NOT EXIST.

46.98 LENGTH 44.87 109.11 L41 N50'06'54"W 44.87" 44.87 N53'22'01"W 44.87" L44 N54'59'35"W 44.87" N51-44'28"W L46 N41'40'29"W LINE TABLE DIRECTION W26,37,08 W L47 N73'08'37"E 142 L**4**3 Ä 145 LENGTH 55.00 55.00 55.00 55.00 55.01 55.01 57.68

N74'27'50"E N79'48'45"E

123

35.36

N30'46'04'W

7 2 ₹ 5 9

N1473'56"E

75.00 75.00

N1413'56"E

124 125

35.36 100.00

N5913'56"E

N24'35'05"E N66.2318 W N68'27'43"W N70'32'12"W L10 N72'36'41"W

78 127 L28

55.01 55.00 55.00 55.00 55.00 55.00 55.00 55.01

N66'27'25"W

7

	CURVE	CURVE TABLE	
CURVE	RADIUS	DELTA	LENGTH
CI	83.00	14'04'12"	20.38
C2	117.00	14.0412	28.73
ಬ	1086.00	4.18'00"	81.51
5	1480.00	4.48,04	124.02
S	1480.00	3.28,08	102.96

44.87

44.87 44.87

N39.37'30"W N4115'04"W N44'30'11"W N40'41'53"E

L34

138.39

97.88

35.36 19.33 101.00

N20'24'55"W N24'35'05"E

116

N42'52'38"W N44'41'02"E

101.00

13 132 3 135 136 137 28 139 5

> N75.46.02 W N1473'56"E N65'24'55"W

N74'41'10"W

N74'43'34"W

13

101.00 31.28 44.87 44.87 44.87 44.87 44.87

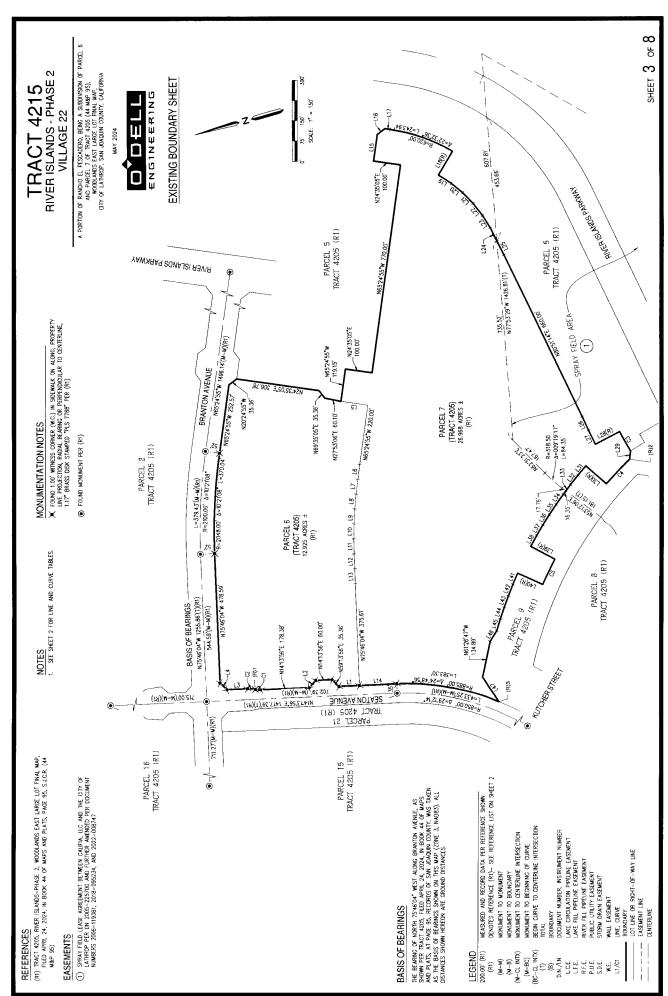
N10'40'04"W

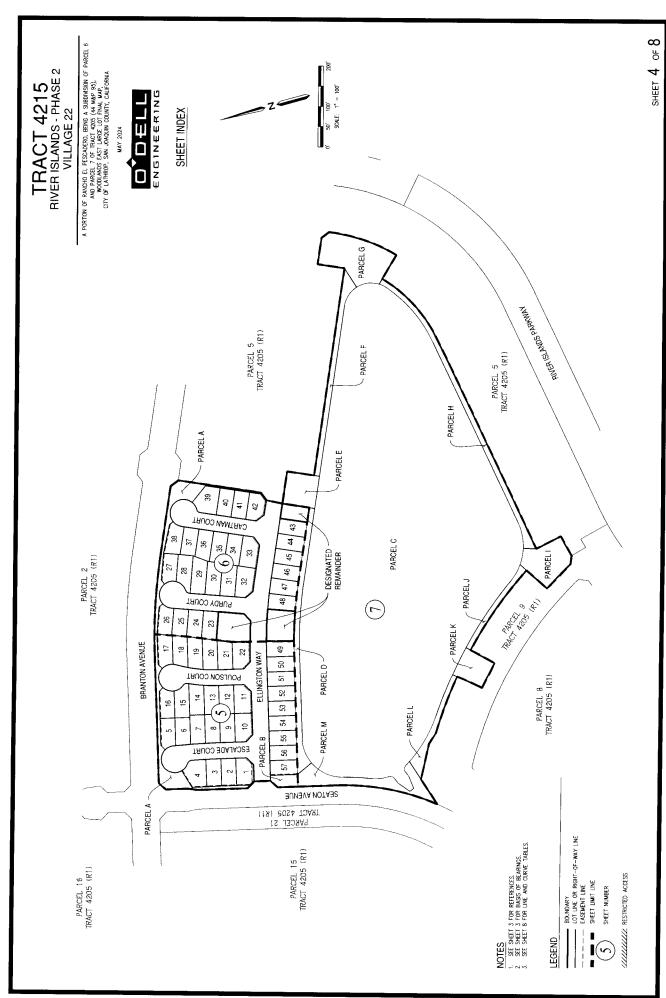
129 23

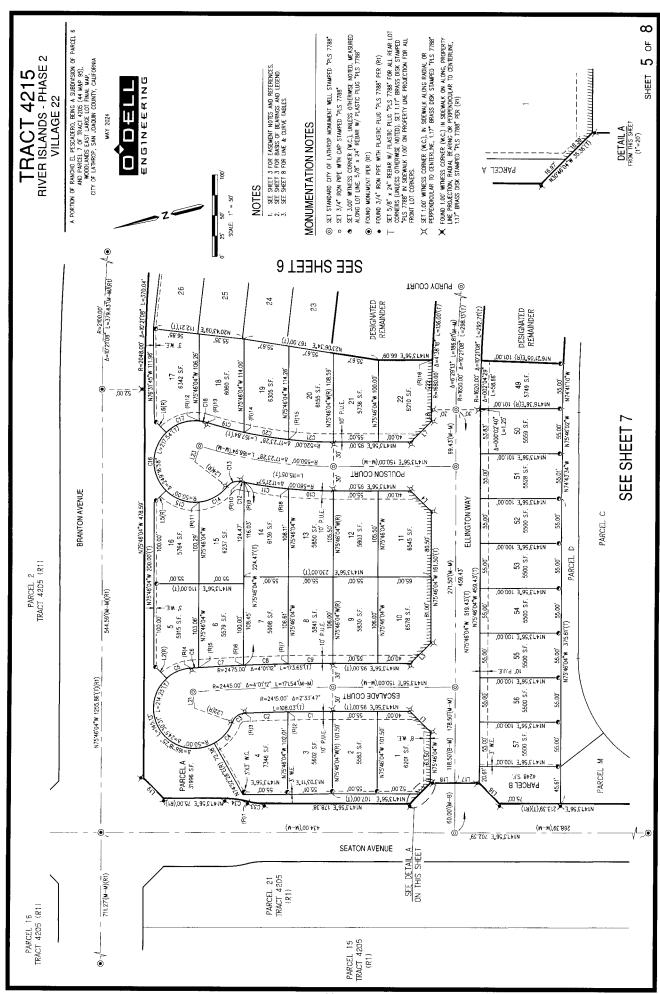
63 Ξ 112 7 115

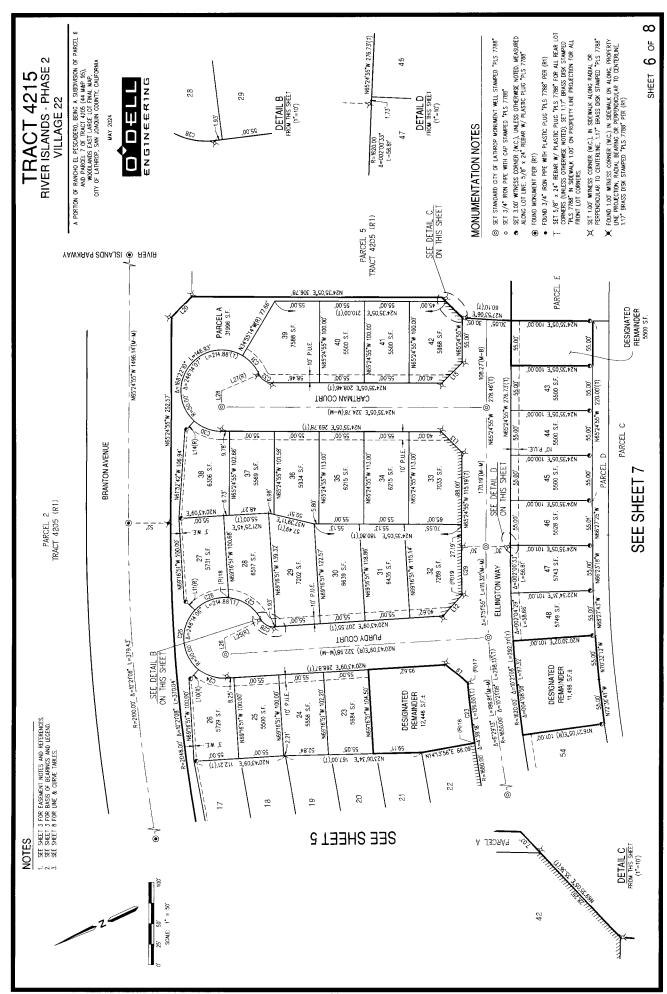
28

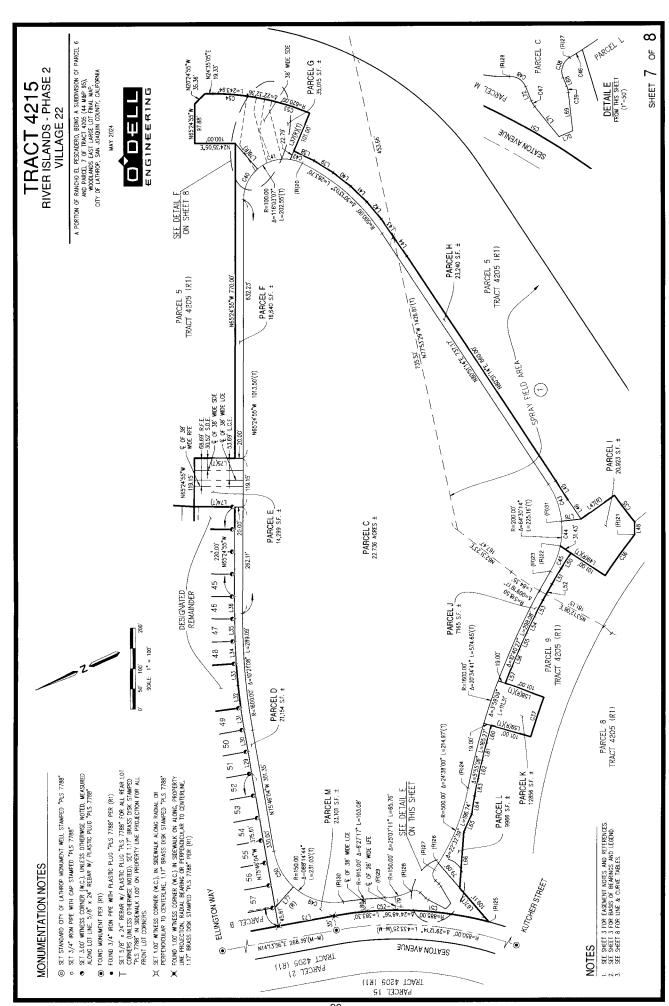
RADIAL BEARINGS	DIRECTION	N61°41'52"W	S62"29'35"W	N50°57'08"W
RADIA	LINE #	(R)1	(R)2	(H)3











TRACT 4215 RIVER ISLANDS - PHASE 2 VILLAGE 22

A PORTION OF RANCHO EL PESCADERO, BENIG A SUBDIVISION OF PARCEL 6
AND DARKEL 3 OF THACK 1205 (4.4 MAPS 95), WOODLANDS EAST LARKEL LOT THALL MAP
OTTY OF LATHEROP, SAN JOAQUIN COUNTY, CALIFORNIA

LINE # DIRECTION LENGTH

> 53.02 19.87

1"15'29"

17 00.

S

22

2

34 06'

39°01'52"

.00 09 2475,00° 2475.00

8 90

8.53 1*16'31" 55.09" 1"16'26" 55.03" 5°26'29" 55.08"

0-11-50-

40*10'14" 35.06'

CURVE # RADIUS DELTA LENGTH

101818 66°57'56"

2415.00 2415.00' .00:09

5

LINE TABLE

MAY 2024

ENGINEERING ODELL

	LENGT	35.36	23.24	35.36	35.36	20.45	20.76	35.36'	14,43	34.78	18.45	18.45	34.78	35 36.	17,41	35.36	35 36.	30.00	30.00'	35.36	35.36	20.00	50.00	20.00	50.00	50.00
LINE TABLE	DIRECTION	N59°13'56"E	N61*10'53"E	N30°46'04'W	N59°13'56"E	N30°58'50"W	N59*41'44"E	N30°46'04"W	N75°46'04"W	N64°47'42"E	N26°12'09"W	N67°38'28"E	N23°21'23"W	N69°35'05"E	N23°17'24"W	N20°24'55"W	N59*13'56"E	N14°13'56"E	N14°13'56"E	N59°13'56"E	N20°24'55"W	N79°47'15'W	N34°42'13"E	NS8°22'35'W	N52°20'27"E	N3°02'44"W
	# ENIT	5	77	ยา	4	57	97	77	83	67	110	5	L12	L13	114	115	116	117	118	L19	L20	121	L22	123	L24	125
	LENGTH	31,19	19.65	20.38	28.73	81,51	124.02	102 96	28.72	8.02	85.42	86.27	30.85	.99 96	61.59	66.91	18.23	8.02	24.71	131.38	99.64	232.23	71.52	116 05	84,34	
CURVE TABLE	DELTA	35,44.25*	66°14'06"	14"04"12"	14"04"12"	4°18'00"	4°48'04"	3"59'09"	82°15'48"	16°42'29"	48°56'34"	49°25'51"	17°40'42"	27°41'27"	17"38'43"	19°10'04"	2°05'21"	16°42'29"	70°46'44"	50"11"04"	38°03'40"	15:02:05"	4°37'48"	10"43'28"	7°47'40"	1
CURVE	RADIUS	.00 09	17.00	83 00.	117.00	1086.00	1480.00	1480.00	20 00.	27.50	100.007	100.007	100.007	.00 002	200 00.	200.00	500.00	27 50	20.00	150.00*	150.00	.00:588	885 00.	620 00	620.00	
	CURVE#	C31	C32	C33	C34	583	C36	C37	C38	680	040	C41	C42	0.43	C44	C45	C46	C47	C48	0.49	CSO	C51	CS2	C\$3	C54	

4.38 55.59

0.25'59"

C112 C13 C14

580.00 17.00′

C10

55.00

1-16'24" 5°29'29" 63°15'26" 50 00' 45"43'33" 50°57'10" 90*40'34"

2475.00 580.00 580.00

8 8

2475.00

22

39.90.

44.46 79.13

.00.09 .00.09

C15 016 C117 018 C19 020 C21 C22

50.00' 50"42'08" 44.25"

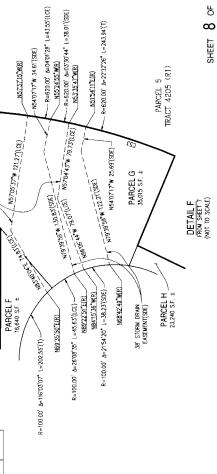
11*14'37" 9.81'

50.00

LINE ABLE			LINE ABLE	
DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
N59"13"56"E	35.36	131	N74°41'10"W	55.00*
N61°10'53"E	23.24	F32	N72°36'41'W	55.00
N30°46'04'W	35.36	L33	N70°32'127W	55.00
N59°13'56"E	35.36	134	N68°27'43"W	55.00
N30°58'50"W	20.45'	135	N66°23'18"W	55.00
N59"41'44"E	20.76	136	N66°27'25*W	55.01
N30°46'04"W	35.36'	137	N42°52'20"W	123.79
N75°46'04"W	14,43	138	N50°09'55"E	55.00.
N64°47'42"E	34.78	139	N56°14'23"E	55.00
N26°12'09"W	18.45	140	N62°18'52"E	55.00
N67°38'28'E	18.45	141	N68°23'21"E	55.00
N23°21'23"W	34.78	142	N74°27'50"E	55.00
N69°35'05"E	35.36	L43	N79°55'42"E	55.00
N23°17'24"W	17,41	144	N79°48'45"E	55 01'
N20°24'55"W	35.36	L45	N81°53'44"E	55.01
N59°13'56'E	35 36.	L46	N80°26'17"E	57.68
N14°13'56"E	30.00	L47	N10°40'04"W	101.00
N14°13'56"E	30.00'	L48	N66°14'15"W	31.28
N59°13'56"E	35.36	L49	N57°41'31'E	132.43
N20°24'55"W	35.36	L50	N33°07'16"W	44.87
N79°47'15"W	20.00	151	N34°44'49"W	44.87
N34°42'13"E	50.00	F25	N36°22'23"W	44.87
NS8*22'35"W	20.00	153	N37°59'57"W	44.87
N52°20'27"E	50.00	F24	W39°37'30"W	44.87
N3°02'44"W	50.00	125	N41°15'04"W	44.87"
N69"16'51"W	20.00	F F F F F F F F F F F F F F F F F F F	N42"52'38"W	44.87
N0°49'11"E	50.00	F27	N44"30"11"W	44.87"
N65°24'55"W	20.00	L58	N44°41'02"E	120.00
N74°43'34"W	55.01	L59	N40*41'53"E	120.00
N75°46'02"W	55.00	097	N50°06'54"W	44.87

44.87	44.87	44.87	44.87	46.98	134.89	188.20′	11.36'	48.03	18.00	48.03	18.85	138.39	120.00	120.00'	47.80	67.18	82.70	32.47	30.00	
N51°44'28"W	N53°22'01"W	N54°59'35"W	N56°37'09"W	W*1°40'29*W	N61°26'47'W	N73°08'37"E	N67°08'59'E	N83°51'28'E	W22°22°4W	N51°23'35"E	N68°06'04'E	N14°13'56"E	N24°35'05"E	N24°35'05"E	N18°32'41"E	N23°49'43"W	N73°31'39"E	W65°59'13"W	N70°37'01"W	
197	797	F93	L64	1.65	997	L67	Fe8	697	170	17.1	۲23	173	174	175	176	177	178	179	780 180	
	•																			

							75	LAKE CIRCULATION Pupping EastMent() OF)	בון רחוור העומרשרועו (המר)
						PAPCEI 4	TRACT 4205 (R1)		
							·		
44.87	44.87"	44.87	44.87	44.87"	44.87	44.87	120.00	120.00	
N34°44'49"W	N36°22'23"W	W37°59'57"W	N39°37'30"W	N41°15'04"W	N42°52'38"W	N44"30"11"W	N44°41'02"E	N40*41'53"E	THE STOCKETT
151	T25	153	L54	155	FF6	127	F28	L.59	3



ω

RADIAL BEARINGS	LINE # DIRECTION	(R)12 N69°36'08"W	(R)13 N58°22'41"W	(R)14 N63"33'19"W	(R)15 N69°41'46"W	(R)16 N16°17'54'E	(R)17 N18°52'14'E	(R)18 N59°47'15'W	(R)19 N22°34'04"E	(R)20 N39°21'49"W	(R)21 N62°29'35"E	(R)22 N36°11'24'E
INGS	DIRECTION	N61°41'52"W	N77°64'22"W	N78°19'50"W	N79°47*15"W	N79°35'25"W	N78°18'54"W	N77°02'28"W	W78°19'35'W	N64°50'06"W	N64°24'07'W	N81*56'00"W
RADIAL BEARINGS	LINE# DIRE	(R)1 N61°4	(R)2 N77°0	(R)3 N78°1	(R)4 N79°4	(R)5 N79°3	(R)6 N78°1	(R)7 N77°0	(R)8 N70°1	(R)9 N64°5	(R)10 N64"2	(R)11 N81-5

DIRECTION	LINE #	DIRECTION	LINE #	#=	DIRECTION	
N61°41'52"W	(R)12	W80°36°98W	(R)23	23	N55°21'28"E	
N77°04'22"W	(R)13	N58°22'41"W	(R)24	54	N34°46'47'E	
W78°19'50'W	(R)14	W63"33'19"W	(R)25	32	W50°57'08'W	
N79°47'15"W	(R)15	N69°41'46"W	(R)26	92	N57°19'26"E	
N79°35'25"W	(R)16	N16"17'54'E	(R)27	-23	N59°24'47"E	
N78°18'54"W	(R)17	N18"52"14"E	(R)28	82	N87*19'19*E	
N77°02'28"W	(R)18	N59°47'15'W	(R)29	8	N67°33'30"W	
N70°19'35"W	(R)19	N22°34'04"E	(R)30	20	N74°00°47'W	
N64°50'06"W	(R)20	N39°21'49"W	(R)31	5	N18°32'41"E	
N64°24'07'W	(R)21	N62°29'35"E				
N81"56'00"W	(H)22	N36°11'24"E				

RADIAL BEARINGS

60.58 75.42 43°04'43" 37.59

2"03"58"

2°34'20"

C23

520.00" 6"04"17" 55.10"

81.89

50.00' 93"50'37" 52°34'17" 56°44'30"

C25 C26 C28 C29

45.88 49.52

50.00

66"14'06" 19.65 1680.00' 2"01'01" 59.14"

50.00

.00.09 17 00.

C27

55.73

6.08'28"

46.98

5.10.37

520.00 520.00 1680.00 1680.00 .00 09

EXHIBIT "B"

TRACT 4215 WOODLANDS EAST VILLAGE 22 AREA

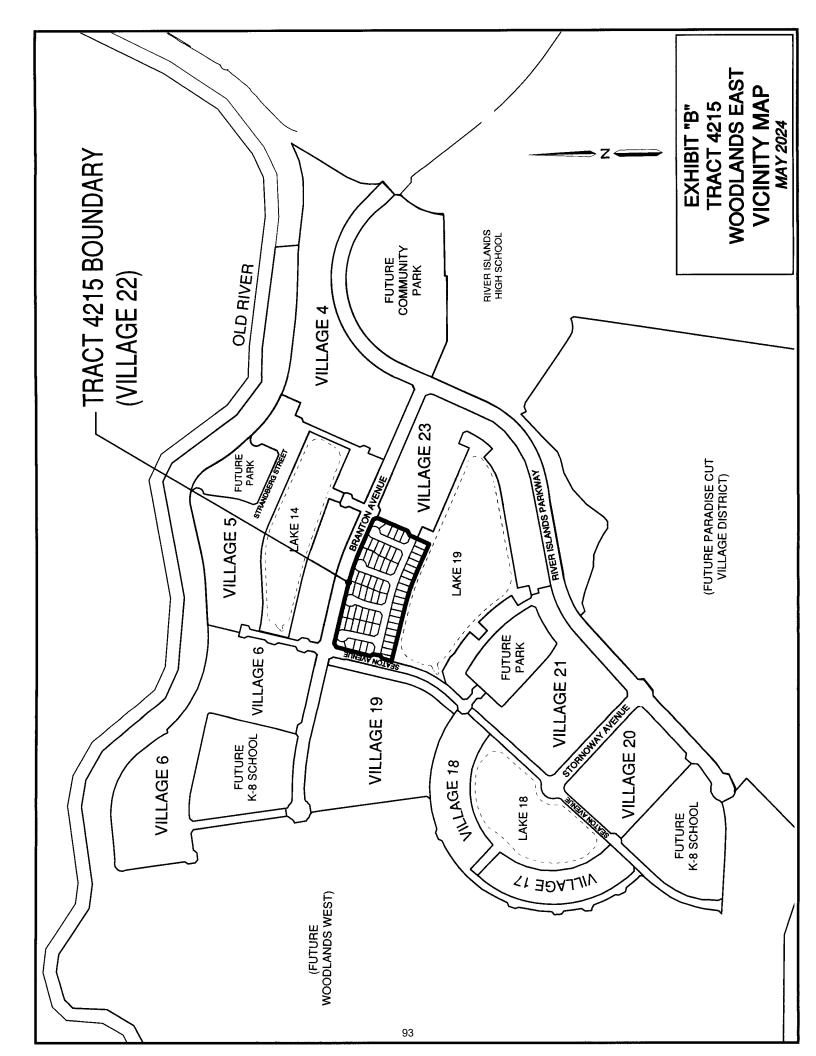


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

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

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

- a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.
- b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.
- c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.
 - d. The policy must contain a cross liability or severability of interest clause.
- e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER License # 0C36861 CONTACT NAME: Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3700 Los Angeles, CA 90071 E-MAIL ADDRESS: NAIC# INSURER(S) AFFORDING COVERAGE INSURER A: United Specialty Insurance Company 12537 INSURED INSURER B : INSURER C Califia, LLC 73 W. Stewart Rd. INSURER D : Lathrop, CA 95330 INSURER E : INSURER F : **REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR INSR LTR LIMITS TYPE OF INSURANCE POLICY NUMBER 2,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 50,000 CLAIMS-MADE | X OCCUR ATN2418343P 3/19/2024 3/19/2027 X MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 POLICY LOC PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY **BODILY INJURY (Per accident)** PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY HIRED AUTOS ONLY **UMBRELLA LIAB** OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ OTH-PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT \$ N/A E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents. 30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium. CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Lathrop 390 Towne Center Drive Lathrop, CA 95330 **AUTHORIZED REPRESENTATIVE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The state of the s
ove, 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
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization 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. VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

a.	(1)	The Additional	Insured	is a Named	Insured	under	such	other	insurar	nce;
	and									

- (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis; and
 - (ii) would not seek contribution from any other insurance available to the additional insured.

or

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

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

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

Policy: ATN2418343P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE Name and Address of Other Person/Organization

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

Number of Davs Notice

30

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

VEN 064 00 (01/15) Page 1 of 1

EXHIBIT "D"

WOODLANDS EAST VILLAGE 22

UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE



ENGINEER'S BOND ESTIMATE COST TO COMPLETE RIVER ISLANDS - PHASE 2 VILLAGE 22

May 13, 2024 Job No.: 25505-31

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price	 Amount
1	Wet Utilities (95% Completion)	1	LS	\$	14,000.00	\$ 14,000.00
2	Joint Trench (60% Completion)	1	LS	\$	319,800.00	\$ 319,800.00
3	AC Paving (0% Completion)	1	LS	\$	294,400.00	\$ 294,400.00
		TOTAL	. cos	г то	COMPLETE	\$ 628,200.00

Notes:

¹⁾ Estimate for cost to complete based on contractor's note for Village 22 dated 5/13/2024



May 13, 2024 Job No.: 25505-31

DRAFT ENGINEER'S OPINION OF PROBABLE COST RIVER ISLANDS - PHASE 2 VILLAGE 22 (62 UNITS)

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	 Amount
	STREET WORK				
1	Fine Grading	193,400	SF	\$ 0.45	\$ 87,030.00
2	3" AC Paving	51,900	SF	\$ 1.50	\$ 77,850.00
3	4.5" AC Paving	56,800	SF	\$ 2.25	\$ 127,800.00
4	6" Aggregate Base	51,900	SF	\$ 0.90	\$ 46,710.00
5	8" Aggregate Base	56,800	SF	\$ 1.20	\$ 68,160.00
6	Vertical Curb and Gutter (with AB cushion)	1,810	LF	\$ 15.00	\$ 27,150.00
7	Rolled Curb and Gutter (with AB cushion)	4,030	LF	\$ 15.00	\$ 60,450.00
8	Type F Median Curb (with AB cushion)	350	LF	\$ 18.00	\$ 6,300.00
9	Concrete Sidewalk	29,060	SF	\$ 5.00	\$ 145,300.00
10	Handicap Ramps	10	ĒΑ	\$ 2,500.00	\$ 25,000.00
11	Survey Monuments	9	EA	\$ 300.00	\$ 2,700.00
12	Traffic Striping & Signage	2,900	LF	\$ 5.00	\$ 14,500.00
13	Dewatering (budget)	2,900	LF	\$ 100.00	\$ 290,000.00
	Subtotal Street Work				\$ 978,950.00
	STORM DRAIN				
14	Catch Basins (type I inlet over type I manhole base)	15	EA	\$ 2,800.00	\$ 42,000.00
15	Catch Basins (type I inlet over type II manhole base)	3	EA	\$ 5,000.00	\$ 15,000.00
16	Catch Basins (type I inlet over type III manhole base)	2	EA	\$ 7,500.00	\$ 15,000.00
17	15" Storm Drain Pipe (polypropylene)	450	LF	\$ 18.00	\$ 8,100.00
18	18" Storm Drain Pipe (polypropylene)	790	LF	\$ 20.00	\$ 15,800.00
19	24" Storm Drain Pipe (polypropylene)	290	LF	\$ 31.00	\$ 8,990.00
20	30" Storm Drain Pipe (polypropylene)	430	LF	\$ 45.00	\$ 19,350.00
21	36" Storm Drain Pipe (polypropylene)	180	LF	\$ 60.00	\$ 10,800.00
22	48" Storm Drain Pipe (RCP)	430	LF	\$ 125.00	\$ 53,750.00
23	Manholes (type I)	2	EA	\$ 3,000.00	\$ 6,000.00
24	Manholes (type II)	2	EA	\$ 5,000.00	\$ 10,000.00
25	Manholes (type III)	1	EA	\$ 7,500.00	\$ 7,500.00
26	Connect to Existing	2	EA	\$ 1,700.00	\$ 3,400.00
27	Storm Drain Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
	Subtotal Storm Drain				\$ 216,690.00
	SANITARY SEWER				
28	8" Sanitary Sewer Pipe (PVC)	2,790	LF	\$ 28.00	\$ 78,120.00
29	Manholes (type I)	9	EA	\$ 4,000.00	\$ 36,000.00
30	Manholes (type I w/ 60" Barrel)	2	EA	\$ 4,000.00	\$ 8,000.00
31	Sewer Service	62	EA	\$ 600.00	\$ 37,200.00
32	Connect to Existing	2	EA	\$ 3,000.00	\$ 6,000.00
33	Sanitary Sewer Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
	Subtotal Sanitary Sewer				\$ 166,320.00



<u>Item</u>	Description	Quantity	Unit		Unit Price		Amount
							_
	WATER SUPPLY						
34	8" Water Line (including all appurtenances) (PVC)	2,870	LF	\$	32.00	\$	91,840.00
35	Water Service	62	EA	\$	2,000.00	\$	124,000.00
36	Fire Hydrants	7	EA	\$.,	\$	28,000.00
37	Temporary Blow Off Valve	1	EA	\$	1,000.00	\$	1,000.00
38	8" Resilient Gate Valve	16	EΑ	\$	1,550.00	\$	24,800.00
39	Connect to Existing	2	EA	\$	4,000.00	\$	8,000.00
40	Water Stub & Plug	1	EΑ	\$	1,000.00	\$	1,000.00
	Subtotal Water Supply					\$	278,640.00
	RIVER FILL LINE						
41	24" River Fill Line (including all appurtenances) (PVC)	410	LF	\$	85.00	\$	34,850.00
42	Connect to Existing	2	EA	\$	4,000.00	\$	8,000.00
	Subtotal River Fill Line					\$	42,850.00
40	JOINT TRENCH & STREET LIGHTING Joint Trench and Street Lighting (including all appurtenances - lump sun	a) d	EA	¢	000 000 00	•	800 000 00
42	Joint Trench and Street Lighting (<i>including all apputeriances</i> - lump sun	n) 1	EA	\$	800,000.00	Ф	800,000.00
	Subtotal Joint Trench & Street Lighting					\$	800,000.00
	TOTAL CONSTRUCTION COST (nearest \$1,000)					•	2,400,000.00
						Ψ	a,+00,000.00
COST PER LOT						\$	38,700.00

Notes:

- 1) This estimate does not include surveying, engineering, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 3) Joint trench and street lighting based on Power Systems Design estimate to O'Dell Engineering.

June 3, 2024

Via Email and Hand Delivery

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

Re: Recordation of Final Map 4215; Escrow No. 1214023330

Dear Lori:

This letter constitutes the joint escrow instructions ("Escrow Instructions") of River Islands Development Area 1, LLC, a Delaware limited liability company ("RIDA1") and the City of Lathrop ("City") in connection with the above-referenced escrow ("Escrow"). The Escrow was opened in connection with recordation of the above-referenced final map ("Final Map"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "Transaction." Old Republic Title Company is referred to as "you" or "ORTC."

A. Date for Closings

The Final Map will be recorded at the time designated by RIDA1 as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2024, at the time designated in writing by RIDA1, subject to satisfaction of the conditions set forth below (each a "Closing"). If the Final Map has not been recorded by June 30, 2025, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIDA1 for recordation in the Official Records of San Joaquin County, California ("Official Records").

- B.1. One original Final Map for Tract 4215, executed and acknowledged by the City (provided to title by City).
- B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation No. ____ (provided to title by City).
- B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIDA1).
- B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RIDA1).
- B.5 A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2023-1 (Public Facilities) (provided to title by RIDA1).

B.6. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2023-2 (Public Facilities Supplemental) (provided to title by RIDA3).

The documents listed in Items B.1, B.2, B.3, B.4, B.5 and B.6 above are referred to as the "*Recordation Documents*." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance) and (iii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consultina Group, cindy@goodwinconsultinggroup.net. Susan Dell'Osso (sdellosso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from RIDA3, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIDA3 and City ("Settlement Statement"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIDA3.

• Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of \$147,967.21, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "Sierra Club Agreement"), constituting the amount of \$3,774.00 multiplied by 39.207 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. Closing Requirements

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

- D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdellosso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us; (e) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;
- D.2. You have not received any instructions contrary to these Escrow Instructions;
- D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;
- D.4 You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;
- D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Brad Taylor at the email addresses set forth above; and
- D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Brad Taylor to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

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

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;
- E.4. Refund any funds delivered to you by RIDA1 that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development Area 1, LLC 73 W. Stewart Road Lathrop, CA 95330 Attn: Susan Dell'Osso

- E.5. Notify Susan Dell'Osso (<u>sdellosso@riverslands.com</u>), Debbie Belmar (<u>dbelmar@riverislands.com</u>), Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>), Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), Monica Garcia (<u>mgarcia@ci.lathrop.ca.us</u>), Teresa Vargas (<u>tvargas@ci.lathrop.ca.us</u>), Sarah Pimentel (<u>spimentel@ci.lathrop.ca.us</u>), and Jose Molina (<u>JMolina@sigov.org</u>) of the completion of the Transaction;
- E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development Area 1, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:
 - (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
 - (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

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

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

Very truly yours,

Stephen J. Salvatore Date Susan Dell'Osso Date
City Manager President
City of Lathrop River Islands Development Area 1, LLC

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA1 and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIDA1 and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old R	Republic Title Company	
Ву: _		
Its: Date:		
Date.		•

RECORDING REQUESTED BY AND AFTER RECORDATION RETURN TO:

City Clerk City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330

Recorded for the benefit of the City of Lathrop pursuant to Government Code Section 27383

SIXTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)
Annexation No. __

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, et. seq., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on June 28, 2023 as Document No. 2023-050810 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Sixth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on April 19, 2023, in Book 7 of Maps of Assessment and Community Facilities Districts at Page 55 (Document No. 2023-030264), in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the

Rate and Method of Apportionment of Special Tax attached as Exhibit B to the Notice of Special Tax Lien, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Sixth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated:	, 2024.	
		Bv:
		Teresa Vargas, City Clerk,
		City of Lathrop

EXHIBIT A

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

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

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.	Legal Description of Property
CALIFIA, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-630-01 (Por.)	Parcel 6 of Tract 4205 as shown in the Large Lot Final Map recorded in the office of the San Joaquin County Recorder on April 24, 2024, in Book 44 of Maps and Plats, at Page 95 as Document Number 2024-033794.

EXHIBIT B

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

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

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

	Y 1.61	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022- 23)*
Type of Property	Lot Size	23)*	23)
Residential Property:			**************************************
Single Family Detached Property	Greater than 7,000 SqFt	\$432.29 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$349.02 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$320.21 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$272.18 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$252.96 per SFD Lot	\$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
		\$0.00 per Non-	\$0.00 per Non-
Non-Residential Property	Not Applicable	Residential Square	Residential Square
		Foot	Foot

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

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

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

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

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

OWNER'S STATEMENT

THE HUBERSORED DOES REBERY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD THE MITEREST IN THE LAND DELIREATED AND DEBROEDS THAT HE TEXTED BOUNDARY LUE OF THE HERBON DEBROEDS THAT HAVE PRINTED. THOSE OF THE HERBON DEBROEDS THAT HAVE PRINTED. THOSE THAT OF THE STAND AND THE HERBON CONSISTS TO THE PREPARATION AND THING OF THIS FINAL MAP IN THE GETTLE OF THE COUNTY RECORDER OF SAM JOIGNAM COUNTY, CAUTORMAN. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES

- TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-MAY PURPOSES, THOSE PORTIONS OF SUID LANDS DESIGNATED ON SUID JUAP AS ELLINGTON MAY, ESCALADE COLRET, POLLSON COLRET, PURDY COLRET AND CARTMAN COLRET AS SHOWN ON THIS TRALL MAP.
- A NON-EXCUSIVE EXSURATI TO THE CITY OF LATHORS TOCKTHER WITH THE ROLT TO CONSTRUCT, RECONSTRUCT, REPORT AND MANIAM, POLES, WRIES, CABLES, PRES, AND COMPUTE AND THER ROPHITAMENTS HOP, ORER AND HOR AND THE ROPHITAMENTS HOP, ORER AND HORSE THE STRUCK OF LAND AS SHOWN ON THIS FINAL WAP DISSONATED AS "FULE," (PUBLIC UTILITY EASTERT). A NON-EXCUSIVE EXEXURIT TO THE CITY OF LATHERD: TOCETHER WITH THE RIGHT TO CONSTITUCT, RECONSTRUCT, RECAMBLE AND MANTAIN PERLURES DRANGES, DERANGES, DEFAULDED AND THE REPORTED MANGES UPON, OVER AND UNDER THE STREPS OF LAND AS SHOWN ON THIS FINAL, MAP DESIGNATED AS "S.D.E." (STORM DRAIN EXECUTION).
- A KNH-POZUSIVE EXPLANT TO THE CITY OF LATHERS, TOSETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, RECONSTRUCT, RECONSTRUCT, THE SOUND WALLS UPON AND OVER THE STRIPS OF LAND AS SHOWN ON THIS RNAL MAP DESIGNATED AS "M.E.". (WALL EXPLAND).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

PARCELS A AND 8 TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES, FENCE MANTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL

THE UNDERSONED DOES HERBER RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 10, 11, 22, 32, 33, AND 42 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ZZZZZZ, AS SHOWN ON THIS FINAL MAP.

TO ENSURE MUNIOPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS FINAL MAP, ALL GROUND WATER RIGHTS THAT THE LUNGERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HERREY ARE DEDICATED TO THE CITY OF LATHROP

THE UNDERSIGNED DOES HEREBY RESERVE THE DESIGNATED REMAINDER AS SHOWN ON THIS MAP FOR FUTURE DEVELOPMENT.

THE UNDERSORED DRES HERBEY REIGHTE PARCIES O THROUGH IN FOR LAKE PURPORES, AS, SOOMM ON THIS FINAL MAP, SAID PARCIES ARE NOT DEDINATIO, PERFOCA BUT ON DIRECT SUBMICE PURPORED AND LINEL BE ASSEMBLY TO DEFINE SUBMICE TO A STARKET DODINATED SUBSEQUENT TO THE TUNKS OF THIS FINAL MAP SAID PARCIES D. F. H. J. AND LINEL BE SUBJECT OF A SLOPE EXCENSIVE AND SHARED DOCK MOZES FOR THE BRHEFT OF ADJACENT LAKE FROM LIDES, TO BE COMPARED BY CONTROLE DOCUMENT DEFINAL OF THE FINAL OF THIS FRAIL MAP.

THE UNDERSIGNED DOES HERBEY RESERVE THE NON-EXCLUSIVE "LAKE TILL PRELINE EASEMENTS," THE "LAKE COROLLARING PRELINE EASEMENTS AND THE "ROWER FILL PRELINE EASEMENTS," TOOSTHER WHIT THE ROBIT TO CONCEINCUT, RECONSTRUCT, RECONSTRU

OWARTS MEDIS TO SUBDIVISE THE LAND SUBJECT TO THIS MAP WITH ANY TAM ALL PERSAM RIGHTS OF DIFFER WATER WITHERSTS TO MIGHT HE SUBJECT LAND IS WITHING TO HEREIN APPORTUNANT OF BELATING TO THE LANDS, WHETHER SUBMILLER FRANKS SHALL BE FRANKAN MERKEN HE HERCOLATING, PRESCRIPTIKE, AUJUSCATED, STATUDORY OR COMPRACTURAL, OWARCH DOES NOT INTEND WE THE RECOMMEND OF THIS WARD TO SCREET THE REPARAMA RIGHTS OF THE MAP OR THE SUBJECT LANDS. WHITH THE BOUNDARDS OF THIS WARD OR THE SUBJECT LANDS. WHITH THE BOUNDARDS OF THIS WARD.

NAME:	Contraction
SUSAN DELL'OSSO PRESIDENT	OWNERS CARRIED LABOUR LEGISLATION SAN
DATE	0000

SEE SHEET 2 FOR TRUSTEE'S STATEMENT

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1, DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

RIVER ISLANDS - PHASE RACT 4215 VILLAGE 22 N

A PORTION OF N OF RANCHO EL PESCADERO, BEING A SUBDIMISIÓN OF PARCEL 6 AND PARCEL 7 OF TRACT 4205 (44 MAP 95), WODQLANDS, EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUÍN COUNTY, CALIFORNIA





CITY CLERK'S STATEMENT

I, TREES, MARAS, OTY LEEK AND LEEK OF THE OTY COUNCIL OF THE OTY OF LATHROP, STATE OF CALFORNIA, DO HERRY STATE THAT THE HERRIN DEBOODED MAP DRITTED THAC T 215, BARE SLANDS—PHASE 2, MILLAR 22 FEMAL MAP, CITY OF LATHROP, CALFORNIA, CONSISTING OF EDIH (8) SHETIS, THIS STATEMENT WAS PRESENTED TO SAND CITY COUNCIL, AS PROMOBED BY LAW, AT A MEETING THEREOF, HELD ON THE LAW OF THE STATEMENT WAS PRESENTED TO SAND CITY COUNCIL, DISTRICT OF THE CONTROL OF THE C

MAS, PIRSUANT TO SECION 6643(6) OF THE CALIFORMIS SIBDIVISION MAP ACT, THE CITY OF LATHROP ONES HERBEY MANDON THE NON-EXICUSIVE PUBLIC UTILITY EXSENSIT (PLUE) FOR PUBLIC UTILITY EXSENSIT (PLUE) FOR PUBLIC UTILITY EXSENSIT (PLUE) FOR PUBLIC UTILITY EXSENSITION OF SAND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

TRESA VAGAS CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CAUFORNIA

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

DATED THIS

DAY OF

A NOTARY PUBLIC OR OHER OFFICER COMPETING THIS CERTIFICATE VERFIES ONLY THE DENTITY OF THE INDIVIDUAL MIND SONED THE DOCUMENT TO MIND THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

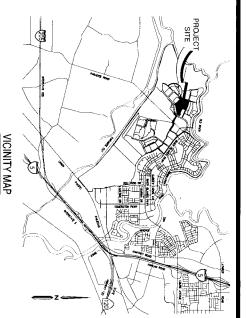
STATE OF CALLFORNIA COUNTY OF SAN JOAQUIN

ON — 2024 BEFORE ME.

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN RISTRUMENT, AND ACCOMPLECIED THE ONE THAT LEF/SHE/THER SCRATHERS[S] ON THE ASTRUMENT THE PERSON(S), OR THE ENTITY LIPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITHESS MY HAND:
SIGNATURE:
NAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:
MY COMMISSION NUMBER:
CONTROL CONTROL



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

NOT TO SCALE

THIS MAP COMFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4508.

DATED THIS_ DAY OF 2024

113

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I BRAD R. 14/208, HEBBY STATE THAT I, AM THE CITY SURVERED OF THE CITY OF LATHORY CAUTIONA AND THAT I LHAY EXAMINED THIS THAN UND OF TRACTIANT SHEEDEN IS SUBSTANTIALTY THE SAME AS IT APPEARED ON THE KESTING ENTRACES. THE SET SHOUNGON SHOWN HEBBEN IS SUBSTANTIALTY THE SAME AS IT APPEARED ON THE KESTING ENTRACES. THE THAT STATE THAT ITS THAN UNPOCAUGUED WITH ALL PROVISIONS OF CHAPTER 2 OF THE CAUTIONS THEREOF. THERE IS NOT THAT I THAT INDICATE WHO AND APPLICABLE ORDINANCES OF THE CITY OF LATHORY, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE THAN OF APPRICABLE ORDINANCES OF THE CITY OF LATHORY, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE THAN OF APPRICABLE ORDINANCES OF THE CITY OF LATHORY, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE



BRAD R. TAYLOR, R.C.E. 92823 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDER'S STATEMENT

FEE \$	FILED THIS	
	DAY OF	
	AND PLATS	
	, AT PAGE	
	2024, AT THE RE	
	ر <u>ک</u> ح ک	
	뢰	
	REQUEST	
	위호	
	6	
	SINBRAZ	
	37.11	
	DAY OF MAPS AND PLATS, AT PAGE AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.	

STEVE BESTOLARIDES
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA В ASSISTANT/DEPUTY RECORDER

SHEET 읶

CITY SURVEYOR'S STATEMENT

I, DARRY A, ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL WAP OF "TRACT 4215, ROKE ISANOS — BHYES 2, "MILKEG ZE TINAL WAP". DITY OF LATHERP, CALIFORNIA, AND I AM SATISFED IN THAT THAL WAP IS TECHNICALLY CORRECT.

2024.	
1	
Ы	
DAY OF	
ΞE	
DATED	



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

SURVEYOR'S STATEMENT

This are, was prepared by the toe kinder wto decorated by a field survey. They survey were prepared by the toe kinder with the survey of the subprison hap a field because at the reducest of the survey. The survey was a field by the survey of the

1	PROFESS
2024.	
DAY OF	S. NO 7788
ZE SE	DYLAN CRAMFORD, P.L.S. NO 7788
DATED THIS	DYLAN



FIG. 10 FARM STATEMENT.

RECHT TO FARM STATEMENT.

RECHT TO FARM STATEMENT.

RECHT OF ARM STATEMENT.

FIRE OFF OF LITHROP MUNICIPAL CODE OF CHONANCES, THE IS, CHAPTER 15-48-04, THE CITY OF LITHROP PERMITS OFFERANCE WITHOUT CHAPTER 15-48-04. THE PROPERTY YOU ARE PREFAINDED WITH THE PROPERTY YOU ARE PREFAINDED WITH THE PROPERTY YOU ARE PREFAINDED WITH THE PROPERTY YOU ARE PREFAINDED WITHOUT CHAPTER 15-48-04. THE PROPERTY YOU ARE PREFAINDED WITH THE PROPERTY ON ARE PREFAINDED WITHOUT CHAPTER 15-48-04. THE PROPERTY WITH STATEMENT AND PERSONAL STATEMENT AND PREFAINDED WITHOUT LIMITATIONS.

COLITIVATION AND PROPERTY CHAPTER TRANSPORTED THE ARRONDING WITHOUT LIMITATIONS.

COLITIVATION AND PROPERTY OFFER AND PETS ARE RECESSARY THAN THE PROPERTY WAY BE COCKED TO HOOM WHITEST AND PETS ARE AND PETS AND P

3.588 ACRES, 3.588 ACRE AN ON THIS I						
UGH M CONTAINING 27 L MAP WHICH INCLUDE ORE OR LESS, AS SHOW	UMMARY	7.829 AC±	27.800 AC±	3.588 AC±	39.217 AC±	
ESBA OFFEC, MORE CRE LESS, PRECLES A THOUGH U CONTAMING, 2780A OFFES, ANY THAT ARE BEING DEDICATED BY THE TINAL MAP WHICH MICLIDE, 3589 ACRES, A DESIGNATED REMANDER OF 0.678 ACRES, MORE OR LESS, AS SHOWN ON THIS FET TO THE AREA TABLE BELOW);	TRACT 4215 AREA SUMMARY	LOTS 1 THROUGH 57	PARCELS A THROUGH M	STREET DEDICATIONS	TOTAL	
.829 ACRES.) AYS THAT ARE A DESIGNATED FER TO THE A						

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 12/4023330-LR (VERSION 3), DATED MAY 10, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY. 4

0.676 AC±

DESIGNATED REMAINDER

TRUSTEE'S STATEMENT

OLD REPUBLIC THE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUSTS RECORDED AUGUST 29, 2003, AS DOCUMENT WUNDER 2007-199443, AND AMEDIOED IN DOCUMENT RECORDED REFINENCY 4, 2019, AS DOCUMENT WUNDER 2014-CHIL474, AND FRIFTER AMENDED IN DOCUMENT RECORDED JULY 26, 2019, AS DOCUMENT WUNDER 2019-CHIL474, AND FRIFTER AMENDED IN DOCUMENT RECORDED JULY 26, 2019, AS DOCUMENT WUNDER 2020-CHIL452, AND LAS AMENDED IN DOCUMENT RECORDED DOCUMENT 3, 2022. AS DOCUMENT NUMBER 2022-14642, AND FRIFTER AMENDED IN DOCUMENT RECORDED JULY 2023, AS DOCUMENT NUMBER 2022-14642, AND FRIFTER AMENDED IN DOCUMENT RECORDED JULY 2023. AS DOCUMENT NUMBER 2022-14642, AND FRIFTER AMENDED IN DOCUMENT RECORDED JULY 2023. AS DOCUMENT NUMBER 2022-166141, GREGORED SENS 35 AN JOAQUIN COUNTY.

, 2024.		
DAY OF		
₹		1
DATED BY:	NAME	ŝ

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIEES ONLY THE DENTITY OF THE INDIVIDUAL HIGH STREAM OF THE OFFICER TO WHICH THIS CERTIFICATE IS ATTACHED. AND NOT THE TRAINFOLNESS, ACCURACY, OR VALUITY OF THAT DOSAURANT.

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

ON A NOTARY DUBLIC, PERSONALLY APPEARD.

A NOTARY DUBLIC, PERSONALLY APPEARD.

THE MASS OF SAMP ACTORY ENDERING TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSONBED TO THE WITHAN USRIQUENCY. AND ACCOUNTEDING TO DUE THAT IN "SECURITY THE SAME IN HIS/HER/HEIR MITHORIZED CAAACH(SIS), AND THAT BY MIC/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE INSTRUMENT THE PERSON(S).

OR THE BITITY UPON BEHLLE OF WHICH THE PERSON(S) ACTED, EXCLUTED THE INSTRUMENT.

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

LINE AND CURVE TABLES FOR SHEET 3 ONLY

WINESS MY HAND:

RE:	PRINCIPAL COUNTY OF BUSINESS:	ISSION NUMBER:	ISSION EXPIRES:	
SIGNATURE: NAME (PRINT):	PRINCIPAL COUNTY	MY COMMISSION NUMBER:	MY COMMISSION EXPIRES:	

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDINISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

RECLANED ISLANDS LAND COMPANY RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001—01046177, S.J.C.R.

EASEMENT ABANDONMENT NOTE

THE FOLLOWING EASTMENT IS BEING ABANDONED BY THIS THAL MAP PEAST RETER TO TOTICERS STATEMENT ON SHEET.

I. THE INNU-EXCLUSIVE PIBLIC UTILITY EASTMENT (P.U.E.), FOR PUBLIC PURPOSES. STORM MAP RECORDED APRIL 24, 2024. IN 500K 44 OF MAPS AND PATS, PAGE 96, OFFICIAL RECORDED APRIL 24, 2024. IN 500K 44 OF MAPS AND PATS, PAGE 96, OFFICIAL RECORDS OF SAN JOAGUN COUNTY, WITHIN PARCEL 6 OF THACH 470D.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY CAUFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

1) PARCELS A AND B FOR PURPOSES OF LANDSCAPE OPEN SPACES INCLUDING PUBLIC UTILITIES AND STORM ORAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.

THE CITY OF LATHROP SHALL RECOMMENT THE PROPERTY TO THE SUBDIMBER IF THE CITY WAKES A DETERMINATION THAT PURSUANT TO CONFIRM TO COMPANIATION CODE SCION 6477.5 THE SAMEN TO PROPERTY WAS DEDICATED DOSE NOT EXIST.

TRACT 4215 RIVER ISLANDS - PHASE VILLAGE 22

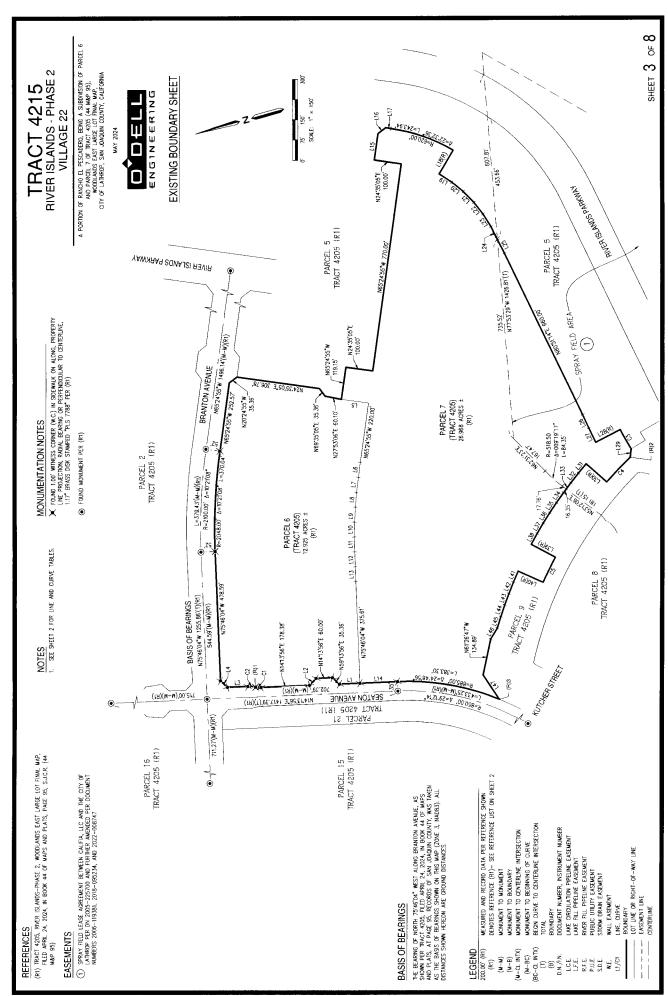
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISON OF PAROCL 6
AND PAROCL 7 OF TRACT 2056 (44 MAP 95),
WOODLANDS EAST LARGE LOI FINAL MAP
OTIV OF LATHROP'S SAN JOAQUIN COUNTY, CALIFORNIA

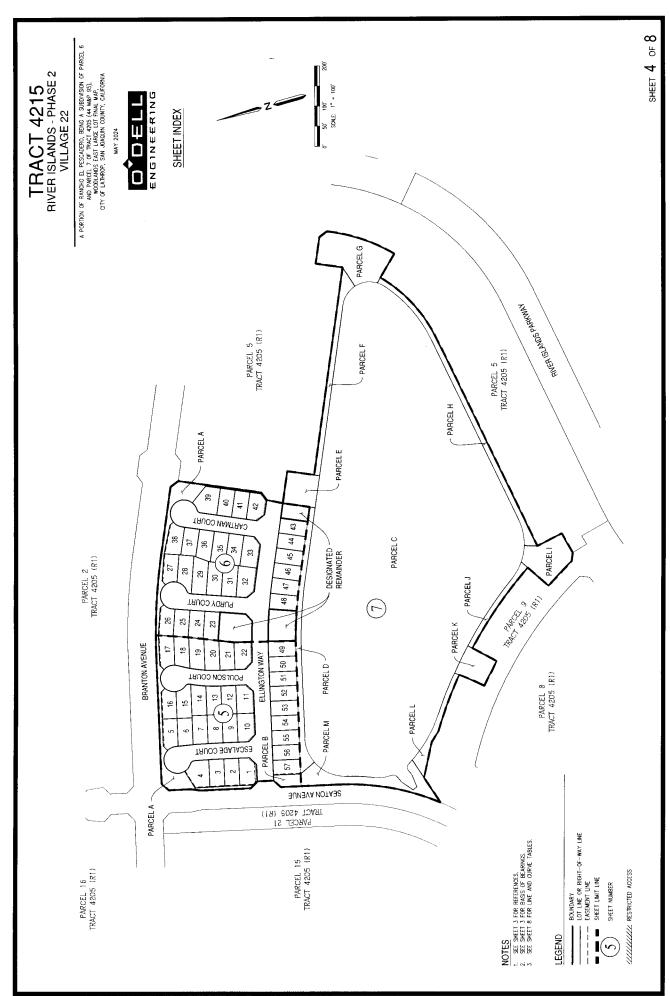


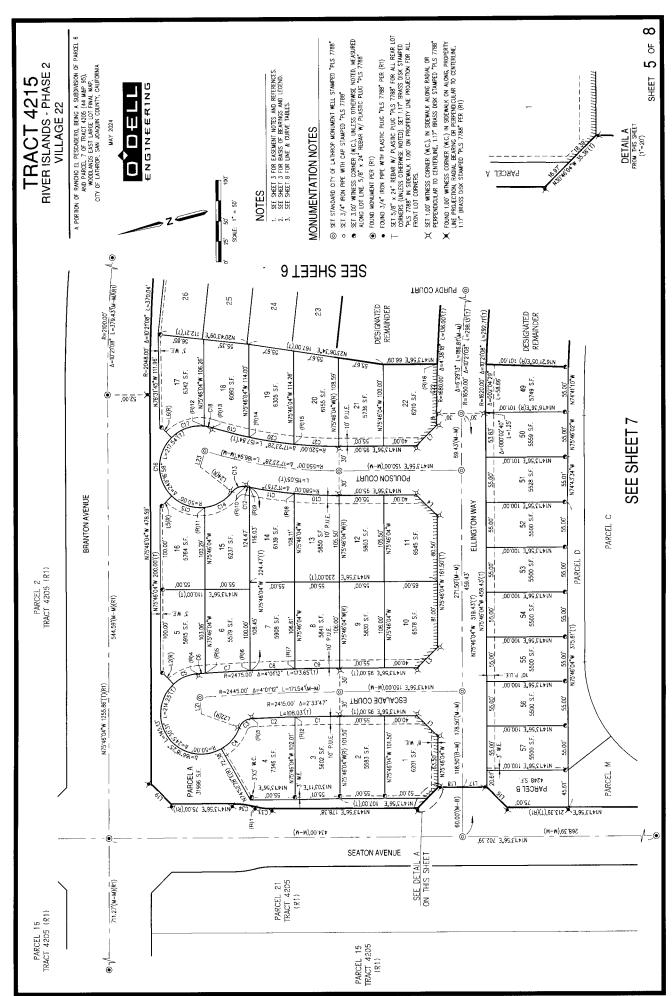
	LENGTH	44.87	44.87	44.87	44.87	44.87	46.98	109.11		TABLE	DELTA	14.04,12,	14.04,12"	18.00	4.48,04	3.28,08			-	~	>	٦,
LINE TABLE	DIRECTION	N50'06'54"W	N51'44'28"W	N53'22'01"W	N54"59"35"W	W26.37,09"W	N41'40'29"W	N73'08'37"E		CURVE T	RADIUS	83.00	117.00	1086.00 4	1480.00 4	1480.00		RADIAL BEARINGS	DIRECTION	N61°41'52"W	S62°29'35"W	A15005 70001A
	LINE	14.1	L42 N	L43 N	14 N	L45 N.	¥ 9	L47			CURVE	5	C3	63	2	S		RADIAL	LINE #	<u>(g</u>	(R)2	0,0/
											•											
	LENGTH	55.00	55.00	55.00	55.00	55.01	55.01	57.68	101.00	31.28	101.00	44.87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	101.00	101.00	ĺ
LINE TABLE	DIRECTION	N6218'52"E	N68'23'21"E	N7427'50"E	N79'55'42"E	N79'48'45'E	N81'53'44"E	N80'26'17"E	N10'40'04"W	W6614'15"W	N57'41'31"E	W33:07'16"W	N34.44'49"W	N36"22"23"W	W37'59'57"W	W39.37.30 W	N4175°04"W	N42'52'38"W	N44'30'11"W	N44'41'02"E	N40'41'53"E	
	CINE	171	122	123	124	125	759	127	128	129	130	131	132	133	134	135	136	137	-38	139	L40	
											•											
	LENGTH	75.00	35.36	75.00	35.36	100.001	55.01	55.00	55.00*	55.00	55.00	55.00	55.00	55.01	138.39	97.88	35.36'	19.33	101.00	55.00	55.00	
LINE TABLE	DIRECTION	N1413'56"E	N30'46'04"W	N1413'56"E	N5913'56'E	N24"35"05"E	N66'27'25"W	N66'23'18"W	N68'27'43"W	N70.3212"W	N72'36'41"W	N74'41'10"W	N75.46'02"W	N74'43'34"W	N1413'56"E	N65'24'55"W	N20'24'55"W	N24'35'05"E	N42'52'20"W	N50'09'55"E	N56'14'23"E	
	INE	5	17	2	14	22	97	7	L8	67	9	Ξ	112	113	41	115	116	117	118	119	120	

							LENGTH	20.38	28.73	81.51	124.02	102.96
44.87	44.87	44.87	46.98	109.11		LABLE	DELTA	14.04'12"	14.04,12"	4.18.00	4.48,04	3.29.09
N53'22'01"W	N54'59'35"W	W.26.37,09"W	N41'40'29"W	N73'08'37"E		CURVE TABLE	RADIUS	83.00	117.00	1086.00	1480.00	1480.00
L43 N	L44 N	L45 N	1 947	1 247			CURVE	5	23	သ	40	SS
2.00	5.00	5.01	5.01	7.68	1.00	1.28)00'10	4.87	4.87	4.87	4.87	4.87

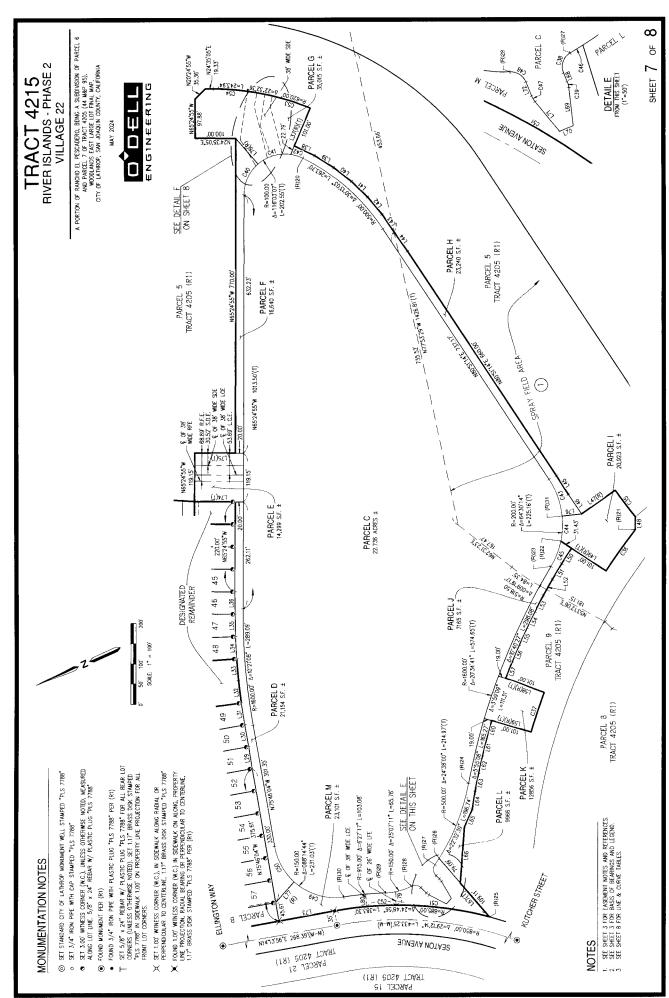
RADIAL BEARINGS	DIRECTION	N61°41'52"W	S62°29'35"W	W50°57'08"W
RADIA	LINE #	(R)	(H)2	(R)3











131.38 232.23 10"43'28" 116 05" RADIUS DELTA LENGTH 124.02 .99'96 61.59 18.23 620.00' 7°47'40" 84.34' 85 42 30.85 24.71 38°03'40" 99.64" 35°44'25" 31.19" 19 65 20.38 28.73 102 96 8 05. 86.27 66.91 8 02 4°18'00" 81.51 17°38'43" 70°46'44" 500 00. 2°05'21" -90.14.09 14"04"12" 1480.00' 4"48'04" 3°59'09" 82°15'48" 16,42.59 17°40'42" 27"41"27" 19°10'04" 16°42'29" 50°11'04" 885.00" 15"02'05" 14°04'12" 48°56'34" 49°25'51" CURVE TABLE 1480.00 27 50 200.002 150.00 .00 05 1086.00 100.001 100.001 100.00 200 00. 200 00. 150.00 17.00 20.00. 83.00. 117.00 .05 22 CURVE # C43 33 C35 C33 382 36 C37 C38 039 040 2 C42 C45 046 C47 C48 649 020 C51 053 C54 C34 45.88 36 76 55.03 18.77 44.46 44.25 46.98 55.73 55.10 75.42 37.59 49.52 19.65 53.02 19.87 34.06 55.09 55.00 55.08 55.59 4.38 39 90. 90°40'34" 79.13' 2.03.28" 60.58" 81,89 35.06 8.53 9.81 50 00' 42°07'32" 50.00' 52°34'17" .95.25.99 50°42'08" 43°04'43" 50 00' 56'44'30" 66°14'06" 1680 00' 2"01'01" RADIUS DELTA 5°10'37" 2415 00' 1"18'18" 1°16'31" 2475.00" 1-16'24" 63°15'26" 50°57'10" 11°14'37" 6.08'28" 1680 00' 2°34'20" 93°50'37' 1"15'29" 40°10'14" 50 00' 39"01'52" 1°16'26" 5"29"29" 580.00" 0"25'59" 45°43'33" 520.00" 6*04'17" 0°11'50" 580.00' 5'26'29" CURVE TABLE 520.00 2475.00 580.00 50.00 50.00 .00 05 1680.00 .00 09 17.00 2415.00 .00.09 2475.00 2475.00 17.00 .00 09 520.00 17.00 50.00 C17 S 52 11 C12 C13 C14 C15 C16 C18 C19 C20 C21 C22 C23 C24 025 C26 C27 C28 C29 030 5 2 S 90 83 8 C3 0 120

Line # Oirection Length Line Line # Oirection Line #		LINE TABLE			LINE TABLE	
M691356E 33.6 L32 NA74110W N8611356E 23.24 L32 NA7312W N861356E 23.5 L3 NA73212W N861356E 33.6 L3 NA5222W N86136F 33.6 L3 NA5222FW N86136F 33.6 L3 NA5222FW N86136F 13 NA5222FW NA5222FW N86136F 13 NA5222FW NA522FW N86126F 13 NA522FW NA522FW N86126F 14 NA522FW NA52FW N86136F 14 NA54FW N86136F 14 NA54FW N86136F 14 NA54FW N86136F 14 NA54FW N86136F		DIRECTION	LENGTH		DIRECTION	LENGTH
M67-1053F 23.24* L32 N72-3641W N05-4604W 35.36 L33 N72-361W N05-4604W 20.45 L34 N68-2743W N05-4604W 20.45 L38 N68-2754W N05-4604W 13.65 N68-2754W N68-2754W N05-4604W 13.65 N68-2752W N68-2752W N05-4604W 13.65 N68-2752W N68-2752W N05-4204W 13.64 N68-2752W N68-2752W N05-4204W 13.65 L40 N68-2752W N05-4204W 13.65 L41 N68-2752W N05-4204W 13.65 L43 N05-4857E N05-4205W 13.60 L43 N05-4857E N05-4205W 13.60 L43 N07-4847E N05-4205W 13.50 L43 N07-4847E N05-4205W 13.50 L43 N07-4847E N05-4205W 13.50 L43 N07-4444GW N05-4205W 20.00 L51 N07-4444GW N05-4205	5	N59°13'56"E	35.36	L31	N74°41'10"W	55.00*
N39746047W 33.56 L33 NR727247W N30746047W 20.36 L34 NB672744W N3074047W 20.45 L35 NB672744W N3074047W 20.76 L36 NB672727W N3074047W 35.36 L39 NB67227W NB67407W 35.36 L40 NB7427E NB67407W 36.36 L41 NB7427E NB67407W 36.36 L41 NB7427E NB67407W 36.36 L42 NB7427E NB67407W 36.36 L43 NB6747E NB67407W 36.36 L43 NB6747E NB67407W 36.36 L43 NB6747E NB67407W 36.36 L43 NB67446W NB67417E 50.00 L52 <t< td=""><td>F 7</td><td>N61°10'53"E</td><td>23.24</td><td>L32</td><td>N72°36'41"W</td><td>55.00</td></t<>	F 7	N61°10'53"E	23.24	L32	N72°36'41"W	55.00
MS97355C 13.6 NB672743"W NS9735CS 13.6 NB672218"W NS974144F 20.76 13.6 NB672218"W NS974147E 20.76 13.0 NB67222"W NB674372E 13.0 NB72123"W NB674372E 13.0 NB71232E NB674372E 14.0 NB72123"W NB67436E 15.4 NB7427E NB67436E 15.6 14.0 NB7437E NB67450F 15.0 14.0 NB7437E NB67450F 15.0 14.0 NB7437E NB67450F 15.0 14.0 NB7444F NB67450F 15.0 14.0 NB7444F NB67475W 15.0 14.0 NB7444F NB67475W 20.0 14.0 NB67447F NB67475W 20.0 14.0 NB67447F NB67475W 20.0 14.0 NB67447F NB67475W 20.0 15.0 NB67447F NB67475W 20.0 15.0 NB6744	១	N30°46'04"W	35.36	1733	N70°32'12"W	55.00
NG97-5857W	4	N59°13'56"E	35.36	L34	N68°27'43"W	55.00
N69-71:44T 20.76 136 N66*225"W N75-4504"W 33.6 137 N42*5220"W N64-77-2E 34.78 139 N66*12.25"E N64-77-2E 34.78 14.0 N87*158.2E N67-4504"W 13.45 14.0 N87*158.2E N67-12-12-1 14.1 N86*15.25"E N87*158.2E N67-12-12-1 14.1 N86*15.25"E N87*158.2E N68*15-12-1 14.1 N86*15.25"E N87*158.2E N68*17-12-1 14.2 N74*15.1E N87*158.2E N68*17-12-1 14.2 N87*158.2E N87*158.2E N68*17-13-1 14.2 N87*158.2E N87*158.2E N68*17-13-1 14.0 N87*17.1E N87*17.1E N68*17-13-1 15.0 14.0 N87*17.1E N68*17-13-1 16.0 16.1 N88*17.35*1 N68*17-1-1 16.0 16.1 N88*17.35*1 N68*17-1-1 16.0 16.1 N88*17.35*1 N68*17-1 16.0 16.1 <	L5	W-0585°0EN	20.45	135	N66°23'18"W	55.00
N3974604"W 35.8F L37 N425220"W N644742"E 34.78 L39 N671425"E N644742"E 34.78 L40 N871525"E N671263"W 18.45 L40 N871527"E N672727"W 3.78 L41 N872527"E N672727"W 3.78 L43 N74250"E N674265"W 3.78 L43 N74250"E N674265"W 3.78 L44 N742627"E N674265"W 3.56 L45 N742750"E N674265"W 3.56 L45 N742750"E N674366"W 3.56 L46 N874445"E N674366"W 3.56 L46 N874445"F N674375"W 1.43 N874446"F N874448"W N674375"W 2.50 L43 N874448"W N674375"W 2.50 L53 N874448"W N674375"W 2.50 L53 N874448"W N674370"W 1.55 N874448"W N674448"W 1.50 N874448"W	97	N59°41'44"E	20.76	136	N66°27'25"W	55.01
NNS-4604"W 14.93 NS-0855"E NS-08527"E NS-08528"E 18.45 14.0 NS-1252"E NS-08528"E 14.0 NS-0858"E	77	N30°46'04"W	35.36	137	N42°52'20"W	123.79
N644742F 3478* L39 N651425F N679278F 146 N679278F N679278F 141 N67927F N679278F 143 N742750F N6792774 1741 N742750F N6792675 35.36 L43 N742750F N6792676 35.36 L46 N974547E N6792677 143 N7417F N7417F N674757 124 N742767E 125 N674775 124 N7417F 124 N674776 125 N67477F 124 N674776 126 N67477F 124 N674776 126 N67477F 124 N674776 126 N67477F 126 N674776 120 125 N67477F N674776 120 125 N67476F N674777 126 N674747F 126 N674777 126 N67476F 126 N674767 126 N674767F 126	8J	N75°46'04"W	14.43	138	N50°09'55"E	55.00
NASP-120FW 18.45 L40 Ne27185TE NASP-120FW 18.45 L41 NASP-120FE NASP-120FW 3.78 L42 NA72750FE NASP-120FW 17.41 NYP45547E NOP45547E NASP-136FE 30.00 L46 NR912547E NIA-136FE 30.00 L46 NR912547E NIA-136FE 30.00 L46 NR912547E NASP-136FE 30.00 L46 NR912547E NASP-136FE 30.00 L48 NR61415W NASP-136FE 30.00 L48 NR61415W NASP-247FG 20.00 L48 NR61415W NASP-247FG 20.00 L51 NASP-223TW NASP-247FG 50.00 L52 NASP-223TW NASP-245FW 50.00 L55 NAT-329TW NASP-245FW 50.00 L55 NAT-329TW NASP-233FW 50.00 L55 NASP-239TW NASP-235FW 50.00 L55 NASP-2528W NASP-245FW </td <td>67</td> <td>N64°47'42"E</td> <td>34.78</td> <td>657</td> <td>N56°14'23"E</td> <td>55.00</td>	67	N64°47'42"E	34.78	657	N56°14'23"E	55.00
M67'98 28'E 18.45' L42 N742'25'T N62'2127W 34.78' L42 N742'56'E N62'2127W 3.56' L43 N742'56'E N20'2754W 17.41' L44 N74'25'G'E N12'1754W 17.41' L47 N74'84'G'E N18'1356E 30.00' L47 N10'40'G'W N18'1356E 30.00' L48 N8'131'E'W N18'1356E 30.00' L47 N10'40'G'W N18'136E 30.00' L48 N8'141'E'W N18'136E 3.58' L43 N6'441'G'W N18'14'156W 20.00' L51 N8'441'G'W N18'156W 20.00' L52 N6'141'G'W N18'16SW 20.00' L53 N4'159'G'W N18'16SW 20.00' L56 N4'13'G'W N18'16SW 20.00' L56 N4'13'G'W N18'16SW 20.00' L56 N4'10'G'W N18'16SW 20.00' L56 N4'10'G'W N18'16SW	110	N26°12'09"W	18.45	140	N62°18'52"E	55.00
NG2"2123"W 34.78 L42 N74"2750"E NG2"250"E 35.36 L43 N79"5544"E NG2"2455"W 35.56 L46 N8"0"57"F NG2"2455"W 35.56 L46 N8"0"57"F NG3"1356"E 35.56 L46 N8"0"57"F NG3"1356"E 35.56 L46 N8"0"57"F NG3"1356"E 35.56 L49 N8"0"57"F NG3"1356"E 35.56 L50 N3"0"57"F NG3"1255"W 20.00 L51 N3"0"50"7 NG3"2755"W 20.00 L52 N4"0"50"7 NG3"2755"W 20.00 L54 N4"0"50"7 NG3"2755"W 20.00 L55 N4"0"50"57"W NG3"475"W 20.00 L56 N4"0"50"57"W NG3"475"W 20.00 L56 N4"0"50"57"W NG3"475"W 20.00 L56 N4"0"50"57"W NG3"4354"W 20.00 L56 N4"0"50"50"W NG3"4354"W 20.00 L56 N4"0"50"T NG3"4354"W 20.00 L56 N4"0"4192"F NG3"4354"W 20.00 L56 N4"0"50"T NG3"4354"W 20.00 L56 N4"0"50"T NG3"4354"W 20.00 L56 N4"0"50"T NG3"410"T NG3"41	5	N67"38'28"E	18.45	141	N68°23'21"E	55.00
N687'505'E 35.36' L43 N79'5842'E N20'2455'W 35.56' L46 N80'2617'E N687'356'E 35.36' L48 N61'415'W N14'1356'E 30.00' L49 N67'413'E N20'2455'W 35.36' L49 N67'413'E N20'2455'W 20.00' L51 N36'74449'W N89'2735'W 20.00' L52 N86'22'23'W N89'2735'W 20.00' L53 N37'95'S'W N89'2735'W 20.00' L54 N48'37'50'W N89'2735'W 20.00' L54 N48'37'30'W N89'245'W 20'W 20'W 20'W 20'W 20'W 20'W 20'W 20	L12	N23°21'23"W	34.78	142	N74°27'50"E	55.00
NG291724'W 1741' 144 NP94845'E NS072455'W 35.96 146 NB72617'E NR97355'E 35.06 146 NB72617'E NR97355'E 35.06 149 NB74731'F NB72735'W 35.36 149 NB74731'F NB72735'W 35.36 150 NB72737'W NB72735'W 20.00 150 NB72730'W NB72730'W 20.00 150 NB72730'W NB72730'W 20.00 150 NB72730'W NB72730'W 20.00 150 NB72730'W 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00	LT3	N69°35'05"E	35.36	L43	N79°55'42"E	55.00
NS072455V	L14	N23°17'24'W	17.41	144	N79°48'45"E	55.01
Mi691356E	115	N20°24'55"W	35.36	L45	N81°53'44"E	55.01
N14*1956*E 30.00*	L16	N59*13'56"E	35 36.	146	N80°26'17"E	57.68
NI4*1356*E 3.00° L48 N66*14157W NS2*1356*E 3.8.36 1.49 NG7*4731*E NS2*2455*W 3.5.36 1.50 N33*0716*W NS3*4213E 5.00° 1.51 NA4*4449*W NS3*4213E 5.00° 1.53 N37*323*W NS3*4213E 5.00° 1.53 N41*156*A*W NS3*4213E 5.00° 1.53 N41*102*A*W NS3*4213E 5.00° 1.55 N41*102*A*W NS4*4334*W 5.00° 1.55 N41*102*C NS4*4334*W 5.00° 1.59 N44*4102*E NS5*4602*W 5.00° 1.60 N40*415*F	117	N14°13'56"E	30.00	[47	N10°40'04"W	101.00
NS9*1356*E 3.5.8* 1.49 NG7*4731*W NN29*2455*W 3.0 1.50 NN39*0716*W NN3*4213*E 5.00 1.51 NA4*4449*W NN3*4213*E 5.00 1.62 NA6*2223*W NN8*7235*W 2.00 1.65 NA1*32379*W NN8*7234*W 5.00 1.55 NA1*102*C NN8*7234*W 5.00 1.55 NA1*102*C NN8*7234*W 5.00 1.55 NA1*102*C NN8*7234*W 5.00 1.50 NA4*301*T NN8*7334*W 5.00 1.66 NA4*301*T NN8*7334*W 5.00 1.60 NA4*301*T	118	N14°13'56"E	30.00	L48	N66°14'15"W	31.28
NG2°2455V 36.36 L50 NG3°0716°V NG3°4213E 50.00 L52 NG5°2227V NG3°225V 2000 L53 NG3°07V NG3°125V 2000 L54 NG3°07V NG3°125V 2000 L55 NG3°07V NG3°1451V 20.00 L56 NG3°07V NG3°14551V 20.00 L56 NG4°011°V NG3°160V 56.00 L57 NG4°011°V NG3°160V 56.00 L58 NG4°07°E NG3°160V 56.00 L59 NG4°07°E NG3°160V 56.00 L50 NG4°07°E NG3°160V 56.00 L50 NG4°07°E NG3°160V 56.00 L50 NG4°07°E NG3°160V 56.00 L50 NG4°07°E NG3°160V 66.00 L50 NG4°0854V NG3°160V 66.00 L50 NG9°0854V NG3°160V 66.00 NG9°085	L19	N59°13'56"E	35.36	L49	N57°41'31"E	132.43
N734715"W 20.00" L51 N344449"W N844217E 50.00" L52 N85222"W N852235"W 20.00" L53 N875955"W N852437W 20.00" L54 N894730"W N8674317E 50.00" L56 N444102"E N744334"W 55.01" L59 N444102"E N744334"W 55.01" L59 N444102"E N754602"W 55.00" L59 N754602"W 55.00" L59 N444102"E N754602"W 55.00" L59 N754602"W 55.00" L59 N444102"E N754602"W 55.00" L59 N754602"W 55.00" L59 N754602"W 55.00" L59 N	1.20	N20°24'55"W	35.36	120	N33°07'16"W	44.87
N84*4279E 50.00 L52 N85*2237W N85*2275W 20.00 L53 N75*957W N85*2275W 20.00 L54 N83*3730W N85*2275W 20.00 L55 NA1*1504W N85*237W 20.00 L57 NA4*4102F N85*435W 56.01 L58 NA4*4102F N75*4507W 56.01 L69 NA5*454W	121	N79°47'15'W	20.00	121	N34°44'49"W	44.87
NS672235W 20.00 L53 N375957W NS72027E 50.00 L54 N8973700W NS972027E 50.00 L55 N411504W NS972027W 20.00 L55 N4470011W NS74504W 50.00 L59 N4470011W NS74602W 50.00 L59 N4470011W NS74602W 50.00 L69 N4470011W	175	N34°42'13"E	50.00	F25	N36°22'23"W	44.87
M52°2027E	123	N58°22'35"W	20.00	153	W37°59'57"W	44.87
NS-0244"V	L24	N52°20'27'E	50.00	LS2	N39°37'30"W	44.87
N697-653-W 20.00 L57 M44-2011*W N07-453-W 20.00 L57 N44-107E N74-453-W 56.01 L59 N44-107E N75-4602-W 55.01 L60 N60-654-W	125	N3°02'44"W	50.00	125	N41°15'04"W	44.87
NOT491TE 50.00 LS7 N44*301TW NAF4234SW 20.00 LS8 N44*410ZE NAF4234W 55.01 L59 N40*415ZE NAS*460ZW 55.01 L60 N60*05S4W	126	W69°16'51"W	20:00	156	N42°52'38"W	44.87
N6524357W 20.00 L58 N444102E N754602W 55.01 L60 N60°054W	127	N0°49'11"E	50.00	127	N44°30'11"W	44.87
N78*43'34'W 55.01' L59 N40*41'53'E N75*4602"W 55.00' L60 N50*05'54"W	L28	N65"24'55"W	20.00	128	N44°41'02'E	120.00
N75°46'02"W 55.00" L60 N50°06'54"W	F29	N74"43'34"W	55.01	651	N40°41'53"E	120.00
	130	N75°46'02"W	55.00	797	NS0°06'54"W	44.87

138.39.

N24°35'05"E 120.00" 120.00

174

L73

48.03

171 172

48.03 18.00

N83°51'28"E N51°23'35"E

F97

L70 N22°22'29"W N68°06'04"E N14°13'56"E

18.85

67.18

N70°37'01'W 30.00'

N65°59'13"W

N73°31'39"E

178

N18"32"41"E 47 80"

N24°35'05"E N23°49'43"W

175 176 727 179 180

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARICEL 6
AND PARCEL 7 OF TRACEL 7005 (44 Map 95),
WINDOLLANDE ESTELARCE LOFFIRM, MAP
GITTO FLARROPE, SAN JOAGAIN COUNTY, CALLIFORNIA

ENGINEERING

134.89

N73*08'37"E 188.20"

1.67 168

N67*08'59"E 11.36"

44.87

163 F94

44.87 44.87

L61

LINE TABLE N51°44'28"W N53°22'01"W N54°59'35"W W-60'78'93N N41°40'29"W N61°26'47"W

46.98

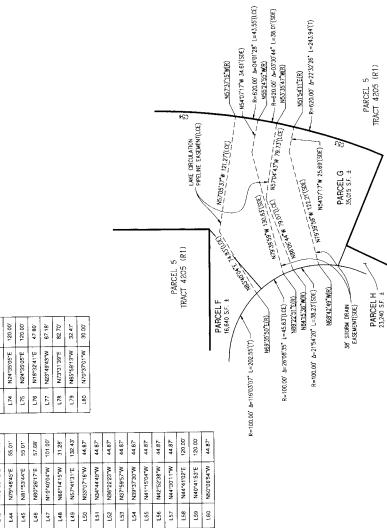
165 997

ODELL

MAY 2024

RIVER ISLANDS - PHASE 2 VILLAGE 22

TRACT 4215



ω

ᆼ

ω

SHEET

DETAIL F FROW SHEET 7 (NOT TO SCALE)

					Į	ĺ	
₹	MAL BEARINGS	à	ADIA	RADIAL BEARINGS	AA.	DIAL	RADIAL BEARINGS
*	DIRECTION	LINE #	#	DIRECTION	LINE #	*	DIRECTION
	N61°41'52"W	(R)12	12	W-80'36'98'W	(R)23	8	N55°21'28*E
	N77°04'22"W	(R)13	£	N58"22'41"W	(R)24	54	N34°46'47"E
	N78°19'50"W	(R)14	7	W63°33'19"W	(R)25	52	N50°57'08'W
	W79°4775°W	(E)	(R)15	N69°41'46"W	(R)26	56	N57*19'26"E
	N79°35'25"W	Œ	(R)16	N16°17'54"E	(R)27	27	N59*24'47"E
I	N78°18'54"W	(E)	(R)17	N18°52'14"E	(R)28	28	N87°19'19"E
Ι. Τ	N77°02'28"W	(£)	(R)18	N59°4715*W	(R)29	59	N67°33'30'W
	N70°19'35"W	(R)	(R)19	N22°34'04"E	(B)	(H)30	N74°00'47"W
	W64°50'06"W	8	(R)20	W39°21'49'W	(R)31	31	N18°32'41"E
	N64°24'07"W	E)	(R)21	N62°29'35'E			
ĺ							

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

ITEM: APPROVE FINAL MAP, CFD ANNEXATION, AND

SUBDIVISION IMPROVEMENT AGREEMENT FOR 133 LOTS IN TRACT 4219 VILLAGE 21 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4219

Village 21 within the Woodlands East District, Totaling 133 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement

with Califia, LLC

SUMMARY:

The proposed Final Map for Tract 4219 Village 21 (Tract 4219), included as Attachment "E", is within the Woodlands East District of Phase 2 for the River Islands Project. Califia, LLC (River Islands) is proposing one hundred and thirty-three (133) 42' x 100' residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map for Tract 4219 to be recorded pursuant to the terms of the escrow instruction included as Attachment "D" and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands by Resolution included as Attachment "A".

BACKGROUND:

On June 14, 2021 the City of Lathrop City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On November 14, 2022 City Council approved Tract 4149 West Village Large Lot Final Map (LLFM) to create 34 undevelopable parcels. On March 25, 2024 City Council approved Tract 4205 Woodlands East LLFM to create 23 undevelopable parcels. On March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District. The land for the proposed Final Map for Tract 4219 is within the geographic boundaries of VTM 6716, LLFM 4149, and LLFM 4205.

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

The total cost of the improvements for Tract 4219 is \$4,640,000, however a large portion of the improvements have already been constructed and therefore do not need to be guaranteed. Performance and labor & material securities have been provided with the SIA for Tract 4219 that guarantees the unfinished improvements in the amount of:

Unfinished Improvement Total:	\$961,900
Performance Security (110% of Unfinished Improvements) Bond No. 0844451	
Labor & Materials Security (50% of Performance Security) Bond No. 0844451	\$529,045

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

Tract 4219 will need to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City, Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA). Approval of Annexation into City of Lathrop CFD 2023-1 is proposed with this Council item. Annexation into additional CFDs administered by RD 2062 and RIPFA is required as part of the escrow instructions prior to recording of the final map.

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

River Islands has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

Do	cuments	Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
5.	Street Improvement, Landscape, Light & Joint Trench	Completed
6.	Geotechnical Report	Completed
7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed

8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9.	Allocation of Water and Sewer capacity	Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Preliminary Guarantee of Title	Completed
13.	Escrow Instructions	Completed
14.	Tract 4219 Village 21 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Approval pending with this item
Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

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

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4219 Village 21 within the Woodlands East District, Totaling 133 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC
- B. Vicinity Map Tract 4219 Village 21
- C. Subdivision Improvement Agreement between the City of Lathrop and Califia, LLC, a California limited liability company, for Tract 4219, Village 21
- D. Escrow Instructions for Final Map Tract 4219 Village 21
 - Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment "D")
- E. Final Map Tract 4219 Village 21

CITY MANAGER'S REPORT PAGE 4 JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 133 LOTS IN TRACT 4219 VILLAGE 21 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

APPROVALS	
Veronica Albarran Junior Engineer	<u>05/20/2024</u> Date
Brad Taylor City Engineer	
Cari James Finance Director	
Michael King Assistant City Manager	<u> </u>
Salvador Navarrete City Attorney	<u> </u>
Stephen Salvatore	<u>5.30-74</u> Date

City Manager

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4219 VILLAGE 21 WITHIN THE WOODLANDS EAST DISTRICT, TOTALING 133 RESIDENTIAL LOTS, ANNEXATION INTO CFD 2023-1, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CALIFIA, LLC

WHEREAS, on June 14, 2021, the City of Lathrop City Council approved Vesting Tentative Subdivision Map (VTM) 6716; and

WHEREAS, on November 14, 2022, the City of Lathrop City Council approved West Village Large Lot Final Map (LLFM) 4149; and

WHEREAS, on March 25, 2024, the City of Lathrop City Council approved Woodlands East LLFM 4205; and

WHEREAS, on March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District, within Phase 2 of the River Islands project; and

WHEREAS, the land for the proposed Final Map for Tract 4219 is within the geographic boundaries of VTM 6716, LLFM 4149, and LLFM 4205; and

WHEREAS, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, Califia, LLC, provided performance and labor & material securities with the SIA for Tract 4219 that guarantee the unfinished improvements in the amount as follows:

Unfinished Improvement Total:	\$961,900
Performance Security (110% of Unfinished Improvements) Bond No. 0844451	
Labor & Materials Security (50% of Performance Security) Bond No. 0844451	\$529,045

; and

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

WHEREAS, Tract 4219 needs to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve Annexation into City of Lathrop CFD 2023-1. Additional CFDs administered

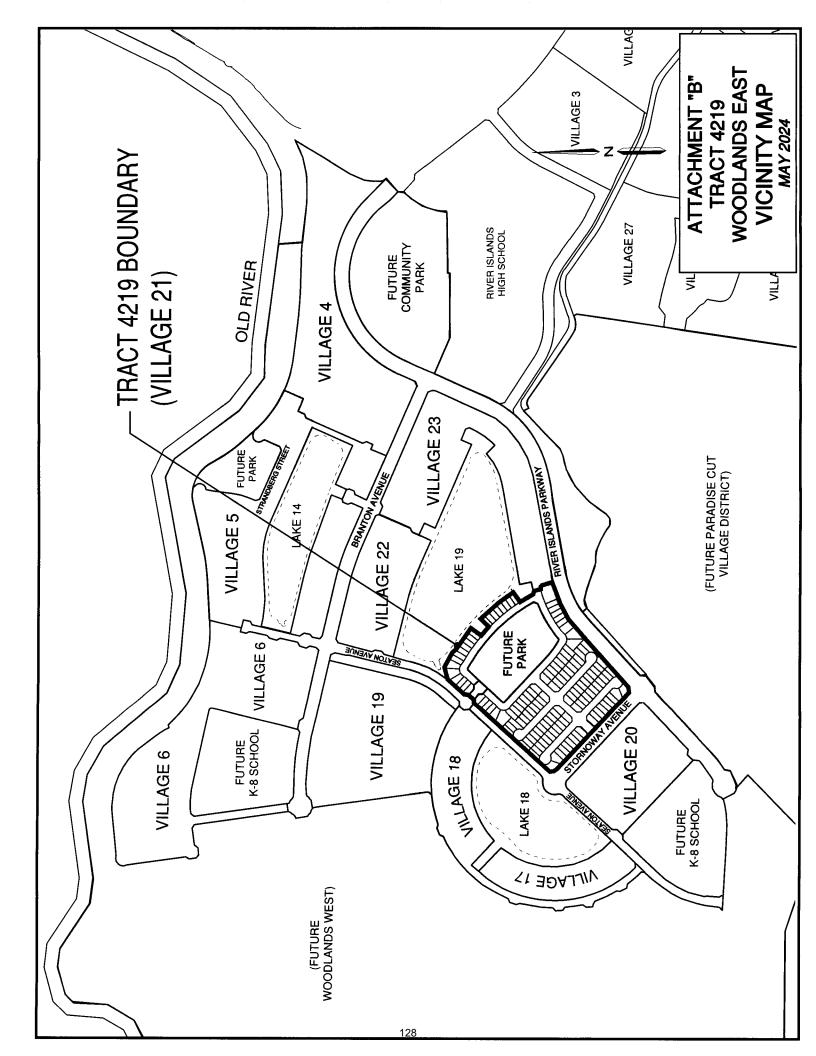
by Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA) are recorded and included as part of the Escrow instructions; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment D to the City Manager's Report that accompanies this Resolution, by depositing necessary sums and required security to guarantee execution of the documents related to the SIA.

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

- The Final Map for Tract 4219 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized once the terms and conditions of the escrow instructions are met.
- 2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with Califia, LLC in substantially the form as attached to the June 3, 2024 staff report.
- 3. Annexation into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) in substantially the form as attached to the June 3, 2024 staff report.

PASSED AND ADOPTED by the City day of June 2024 by the following vote:	Council of the City of Lathrop this 3 rd
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Sonny Dhaliwal, Mayor
ATTEST:	APPROVED AS TO FORM:
Teresa Vargas, City Clerk	Salvador Navarrete, City Attorney



SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

CALIFIA, LLC,

CALIFORNIA LIMITED LIABILITY COMPANY

FOR TRACT 4219 VILLAGE 21 133 RESIDENTIAL LOTS

RECITALS

- A. This Agreement is made and entered into this 3rd day of June 2024, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and Califia, LLC, a California limited liability company, (hereinafter "SUBDIVIDER").
- B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4219 Woodlands East Village 21 (Tract 4219). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4219 located within the Woodlands East District of River Islands Phase 2, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided by SUBDIVIDER that guarantee the unfinished improvements for Tract 4219, in the amount shown in Section 8 of this agreement.
- C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4219 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4219. Improvement plans, and street light plans have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4219 are required security as outlined in this Agreement is required.

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Woodlands East Village 21

Subdivision Improvement Agreement (Califia, LLC) Tract 4219 Woodlands East Village 21

neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

- 2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4219, or June 3, 2025, whichever comes first.
- 3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
- 4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
- 5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.
- 6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$464,000, equal to 10% of the estimated cost of the Improvements for the Woodlands East Village 21 neighborhood (\$4,640,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.
- 7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, or fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

Subdivision Improvement Agreement (Califia, LLC) Tract 4219 Woodlands East Village 21

Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

8. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4219 as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

Table 1 – Bond Values

Unfinished Improvement Total:	\$961,900
Performance Security (Bond No. 0844451	\$1,058,090
Labor & Materials Security (Bond No. 084	\$529,045

- 9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.
- 10. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.
- 11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.
- 12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any

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

- 13. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.
- 14. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.
- 15. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.
- 16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

- 17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.
- 18. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.
- 19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4219.
- 20. The following miscellaneous provisions are applicable to this Agreement:
- a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.
- b. Definitions. The definitions and terms are as defined in this Agreement.
- c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.
- f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions.

Subdivision Improvement Agreement (Califia, LLC) Tract 4219 Woodlands East Village 21

In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

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

ATTACHMENTS:

EXHIBIT A FINAL MAP - TRACT 4219

EXHIBIT B TRACT 4219 WOODLANDS EAST VILLAGE 21 AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: WOODLANDS EAST VILLAGE 21 UNFINISHED IMPROVEMENTS AND

FULL IMPROVEMENTS COST ESTIMATE

Subdivision Improvement Agreement (Califia, LL Tract 4219 Woodlands East Village 21	JC)
IN WITNESS WHEREOF, the parties hereto June 2024, at Lathrop, California.	have executed this Agreement on this 3rd day of
ATTEST: TERESA VARGAS City Clerk of and for the City of Lathrop, State of California	CITY OF LATHROP, a municipal corporation of the State of California
BY: Teresa Vargas Date City Clerk	BY: Stephen J. Salvatore Date City Manager
APPROVED AS TO FORM BY THE CITY OF STATE OF STAT	

Salvador Navarrete

City Attorney

Date

Tract 4219 Woodlands East Village 21
SUBDIVIDER
Califia, LLC, a California limited liability company
BY:
Susan Dell'Osso
President

EXHIBIT "A"

FINAL MAP - TRACT 4219

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE DIMMERS OR HAVE SOME RECORD THE WITEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTEROR BOUNDARY LINE OF THE HERBIN EMBODED FINAL MAP BITHIED, THACH ASSAIN AND WE FREEN CONSETTING OF SEARLY SHEEF AND WE FREEN CONSETTING OF PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALLFORNIA.

- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
- TO THE CITY OF LATHROP FOR PUBLIC RICHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESCRAFTED ON SAID MAY AS CUPPER MOUNTAIN COLRT, CAYTONA, COURT, BAID FAGE, COURT, BAIDGER CREEK COURT, AUGUST HILLS WAY, CONCORDIA ANENUE, BENTON OAKS STREET, BARNETT STREET AND CAUFELD WAY, AS SHOWN ON THIS PIRMAL MAP.
- A MON-EXCLUSIVE EASTERN TO THE CITY OF LUTHROP, TOCETHER WITH THE ROHT TO CONSTRUCT, RECONSTRUCT RECONSTRUCT REPORTS AND CONDUIS AND THEIR APPINENTABLIVESS IPPOR, AND CONDUIS AND THEIR APPINENTABLIVESS IPPOR, DOES AND REPORTED AS PLUE, (POBLIC UTILITY EASTERN) UNDER THE PRACES OF LUND AS SHOWN ON THIS FIRM, MAD ESSOANTED AS PLUE, (POBLIC UTILITY EASTERN).
 - A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP. TOGETHER WITH THE RICHT TO CONSITRUCT, RECONSTRUCT, REPUBLY AND MANTAIN THE COMOUND WALLS, UPON AND OVER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP. DESIGNATIOL S. "YE!" ("MALL EASEMENT).
- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
- PARCELS A THROUGH I TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITES, FENCE, WANTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RELINGUISH TO THE CITY OF LATHROP ALL ABUTERS RIGHT OF ACCESS TO LOTS 37, 38, 38, 69, 97, 98, 119 AND T20 ALDMO THE LOT LINES AS INDICATED BY THE STABOL ZZZZZZAS SHOWN ON THIS THALL MAP.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS FINAL WAP, ALL GROUND WATER RIGHTS THAT THE UNDERSCHED MAY HAVE WITHIN THE DISTINCTIVE BONDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHOUR SHOWN THE UNDERSCHED WAY HEREBY ARE DEDICATED TO THE CITY OF THE WITHIN THE DISTINCTIVE BONDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF THE WAY HEREBY ARE DEDICATED TO THE CITY OF THE WAY HEREBY ARE DEDICATED TO THE WAY HEREBY AND THE WAY HEREBY ARE DEDICATED TO THE WAY HEREBY AND THE WAY HEREBY AND THE WAY HEREBY ARE DEDICATED TO THE WAY HEREBY AND THE WAY HER WAY HEREBY AND THE WAY HER WAY HEREBY AND THE WAY HEREBY W

NOMER WITHOUS TO SUBDINGE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER NOMER WITHOUT THE SUBJECT OF SUBJECT

OWNER: CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

SUSAN DELL'OSSO PRESIDENT BY: NAME: ITS:

SEE SHEET 2 FOR TRUSTEE'S STATEMENT

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A MOTARY PUBLIC OR OTHER OFFICER CAMPLETING THIS CRETIFICATE VERFIES ONLY THE (DENTITY OF THE MODIVALAN HIGH SORBLET HE DOCUMENT OF WHICH SCHETHCATE IS ATTACHED, AND NOT THE TROHEDURESS, ACCURACK, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

ON A NOTARY DUBLIC, PERSONALLY APPEARED.

A NOTARY DUBLIC, PERSONALLY APPEARED.

WHO PROVED TO THE WARSO OF SATISFACTORY EVENDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSISPABED TO THE WITHIN STREAMENT, AND ACKONFALEDED TO BE THAT L'ASPECTATE PECEUTED THE SAME IN IN-SKER/THER MITHINGATES CAPACITY(SS,) AND THAT BY HIS/AREY/THER SAMALINE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S), ACTED, EXCUTED THE INSTRUMENT.

CRRIEY UNDER PENALTY OF PERJURY UNDER THE LANS OF THE STATE OF CALIFORMA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE:
NAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:
MY COMMISSION RUMBER:
MY COMMISSION EXPIRES:

RIVER ISLANDS - PHASE 2 **TRACT 4219** VILLAGE 21

A PORTION OF RANCHO EL PESCADERO, BEING SUBDIVISIÓN OF PAROCL. 9 OF TRACT 4205 (44 MAP) 85), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALFORNIA.





CITY CLERK'S STATEMENT

LITERSA VARGAS, OTY CLERK AND CLERK OF THE OITY COUNCI, OF THE OITY OF LUTHROP, STATE OF CALCORANA, DO HEREN STATE NAT THE HERRY BROODE ON BE DEFILED. THACE ANSY RACE THAN JAN STATE AND THACE AND

ALSO, PURSUANT TO SECTION 68434(§) OF THE CALIFORMA SUBDIVISION MAP ACT, THE CITY OF LATHROP POSTS. SETERERY ARMOND THE NON-EXCUSAVE PUBLIC UTLITY EASTBACK (PLLE) FOR PUBLIC PURPOSTS. DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF WAPS AND PLATS, PAGE 55, GIFTOLA RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

TERESA VARGAS CITY CLERK AND GLERK OF THE CITY COUNCL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALEORNIA

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CRETIFICATE VERIESS ONLY THE IDENTITY OF THE INDIVIDUAL HED SONDED THE DOZDAGATION TO HIGH THIS CRETIFICATE IS ATTACHED, AND NOT THE INDIVIDUALESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

WHO PROVED TO WE ON THE BASS OF SATISFACTOR'S KURRED.

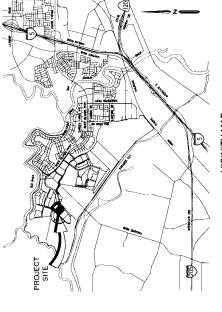
WHO PROVED TO WE WITH RESTRUCTOR'S KURRED TO BE THAT THE /SHE KINET EXCLUTED THE SAME IN HIGH SATISFACTOR'S KURRED TO THE WITH INSTRUMENT, AND CHONGEOGED TO BE THAT THE /SHE KINET EXCLUTED THE SAME IN HIGH SAME OF WHICH THE PERSON(S), ACTED, EXCLUTED THE INSTRUMENT. ON ,2024 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED,

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

MINESS MY HAND:

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

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP

NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP COMFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4908.

2024

DAY OF

DATED THIS

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

CITY ENGINEER'S STATEMENT

DAY OF ₽ DATED

2024.

BRAD R. TAYLOR, R.C.E. 92823 GTY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDER'S STATEMENT

2024, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY DAY OF OF WAPS AND PLATS, AT PAGE FILED THIS IN BOOK

STEVE BESTOLARIDES ASSESSOR-RECORDER-COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA

ASSISTANT/DEPUTY RECORDER 8 .:

-SHEET

CITY SURVEYOR'S STATEMENT

1, DARRY, A AEXANGER, HERBY STATE THAT I HAVE EXAMNED THIS FINAL MAP OF "TRACT 4219, RIVER ELIANDE" OF PRISE, TAULOR 2" I RIM, MAP", CITY OF LATROP, CALFORNIA, AND 1 AN SANSED THAT THIS FINAL WAY IS TECHNOLALY CORRECT.

	•
7	•
2024.	
R	
DAY OF	
THIS	
ATED	

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



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY UF OR INDER UY DIRECTION AND IS BASED UPON A FIELD SURVEY IN COMPONENCE WITH THE ROUGES OF CALFIA, LIC, ON WARCH IS, 2021 I FERRBY STATE ALL THE WOMENENS OF CALFIA, LIC, ON WARCH IS, 2021 I FERRBY STATE ALL THE WOMENENS WAS OF THE CARRACITER NO GOODLY THE OSTIONS NORTHER OR HAM THEY WILL BE STI IN HARD TO THE CARRACITER NORTH AT IN STATE ALL BY WILL BE STI IN HARD STATE ALL SOURCE TO BE REFRACED ON THAT IT IS SOURCE TO BE REFRACED ON THAT HEY WILL BE STATE ALL SOURCE TO BE REFRACED ON THAT THEY WILL BE SOURCE TO BE REFRACED ON THAT THEY WILL SOURCE WAS TON THE OWN THAT WAS TOWN THAT WAS TOWN THAT WE NOT THAT WAS TOWN THAT WAS T

2024.
R
DAY OF
- 1
呈
₽



DYLAN CRAWFORD, P.L.S. NO 7788

RECITALS

FROM TO FARM STATEMENT.

ROAT TO FARM STATEMENT.

ROAT TO FARM STATEMENT.

ROAT TO FARM STATEMENT.

FROM TO FARM STATEMEN

	12.375 AC±	1.364 AC±	7.295 AC±	21.034 AC±	2.331 AC±
	12.3	1.36	7.29	21.03	2.33
DACI 4218 ANCA SUMMAN	LOTS 1 THROUGH 112	PARCELS A THROUGH I	STREET DEDICATIONS	TOTAL	DESIGNATED REMAINDER

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITE REPORT, ORDER NUMBER 12(4023385-LR (VERSION 1), DATED APRIL 24, 2024, PROWIED BY OLD REPUBLIC TITLE COMPANY.

RIVER ISLANDS - PHASE တ 421 VILLAGE 21 TRACT

A PORTION OF RANCHO EL PESCADERO, BEING SHBOWSION OF PARCEL 9 OF TRACT 4205 (44 MAP 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COLNITY, CALIFORNIA

MAY 2024



OLD REPUBLIC THE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED AUDIST 29, 2003, AS DOCUMENT WHARES 2021-99468, AND ARCHEN IN DOCUMENT RECORDED RESERVARY 4, 2021, AS DOCUMENT NUMBER 20214-201443, AND FACHER ARRINDE IN DOCUMENT RECORDED 1017 26, 2019, AS DOCUMENT NUMBER 2020-073500, AND THE TRECRED ARPH 18, 2020, AS DOCUMENT WINGER 2020-044545, AND SA ARRINDED IN DOCUMENT RECORDED CONCERS 3, 2022, AS DOCUMENT WINGER 2020-044545, AND SA ARRINDED IN DOCUMENT RECORDED DOCUMENT SALED AUGUST 10 DOCUMENT WINGER 2022-114442, AND FURTHER ARRINDED IN DOCUMENT RECORDED DUCKER 3, 2022, AS DOCUMENT NUMBER 2022-114442, AND FURTHER ARRINDED IN DOCUMENT PROCESSES OF SIN JORGAN DOCUMENT PROCESS

TRUSTEE'S STATEMENT

2024

DAY OF

DATED THIS BY: NAME:

LINE AND CURVE TABLES FOR SHEET 3 ONLY

SIGNATURE OMISSIONS Phrsuant to section 66.48 of the californa subdivision map act, the signatures of the following parties have been omitted:

RECLAMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND CHEER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.CR.

"W 44.87" C1 1480.00 4*48'04" 124.02"	LINE TABLE IRECTION 633'50"W 633'50"W 133'50"W 133'50"W 459'35"W 53'22'01"W	LENGTH 60.00° 35.36° 53.00° 35.36° 44.87° 44.87°	L22 L23 L23 L24	UNE TABLE DIRECTION LEI NA62350°W 66 NA63350°W 38 NA63350°W CC CURVE TABLE RADIUS DELIT	1 S.36 1	LENGTH THE REPORT OF THE REPOR
44.87	51"44"28"W	44.87	Б	1480.00	4.48,04	124.02
	W_\$5,90.00	44.87	22	1026.00	1.58'13"	35.28

	TABLE TABLE
	TABLE

	~							-	1 '		1										
	LENGTH	35.36	63.00′	35.36	,00.09		TABLE	DELTA	4.48,04	1.58'13"											
岩	_	щ	3	*	3			Ľ	*	-	1										
UNE TABLE	DIRECTION	N88'26'10"E	N46'33'50"W	N1.33'50"W	N46'33'50"W		CURVE	RADIUS	1480.00	1026.00											
	LINE	171	172	123	124			CURVE	Б	23											
								4		-	-										
			_			,									_	_				,	
	LENGTH	60.00	35.36	63.00	35.36	44.87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	31.28	60.00	112.11
3,5	7	*	Į.	.=	*	*	*	*	*	*	.>	*	>	*	*	*	*	*	*	*	*
LINE TABLE	DILC	3.20	01,9	3,20	.20	7,09	9,35	2,01	4.28	6,54	, <u>;</u>	2,38	20	730	9,27	2,53	4,4	7.16	4,15	8'04	9,25
E E	DIRECTION	N46'33'50"W	N88'26'10"E	N46'33'50"W	N1.33.50"W	N56'37'09"W	N54'59'35"W	N53'22'01"W	N51"44"28"W	W2006'54"W	N44'30'11"W	N42'52'38"W	N4115'04"W	N39'37'30"W	W37'59'57"W	N36'22'23"W	N34'44'49"W	N33'07'16"W	W6614'15"W	N1458'04"W	N12'59'52"W
	JNC	5	77	2	7	1.5	L6	IJ	81	67	110	Ξ	112	113	41	115	116	117	118	L19	ר30

THE FOLLOWING REAL PROPERTY IS DEDICATED BY CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

CERTIFICATE OF DEDICATION

AS FOLLOWS:

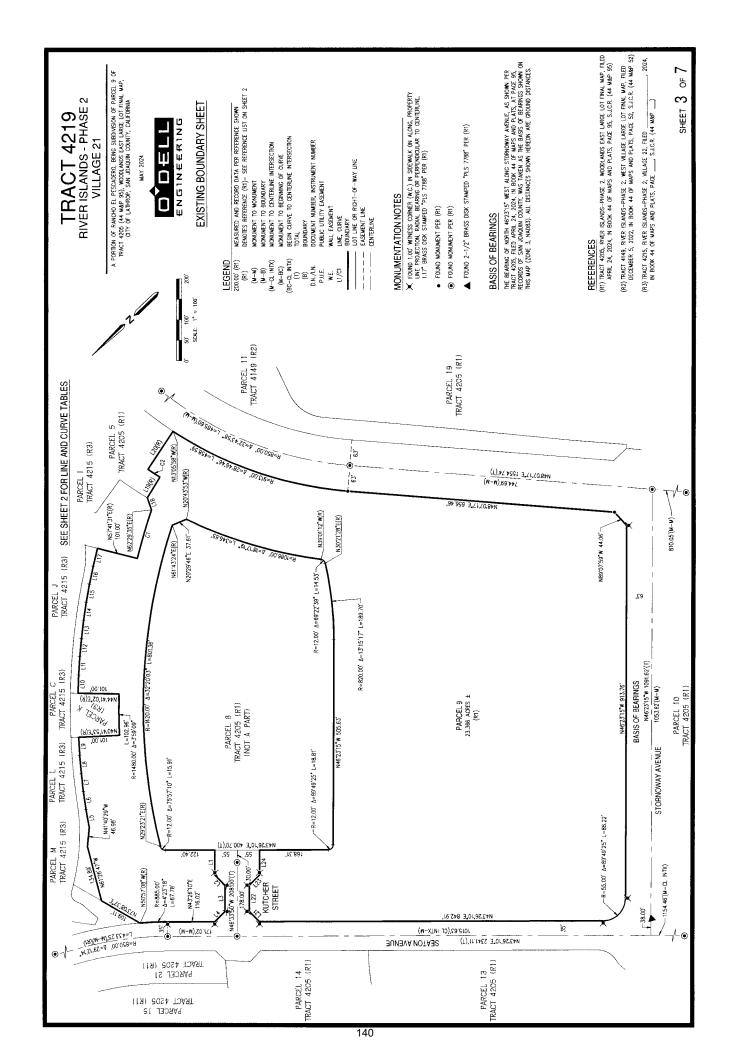
THE NON-EXCUSIVE PUBLIC UTILITY EASTMENT (P.U.E.) FOR PUBLIC PURPOSES DEDIDATED PER TRACT ASDS FINAL LAP FEXOSED APPRIX, 2.7.2024, at 8 BOCK 4.10 FINAS, AND PAIS, PACE 85, DFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN PARCEL 9.0 FTRACT, 4205 IS BENG ABANDONED BY THIS THAY, LANG-PLASS, REFER TO THE OTY CLERK'S STATEMENT ON MEET 1.

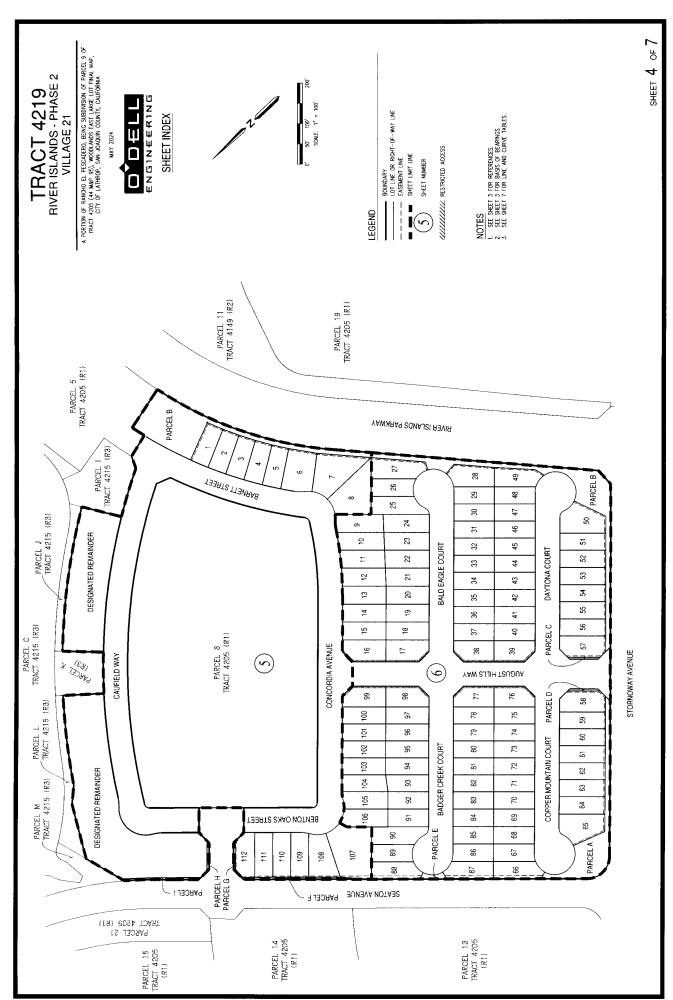
EASEMENT ABANDONMENT NOTE

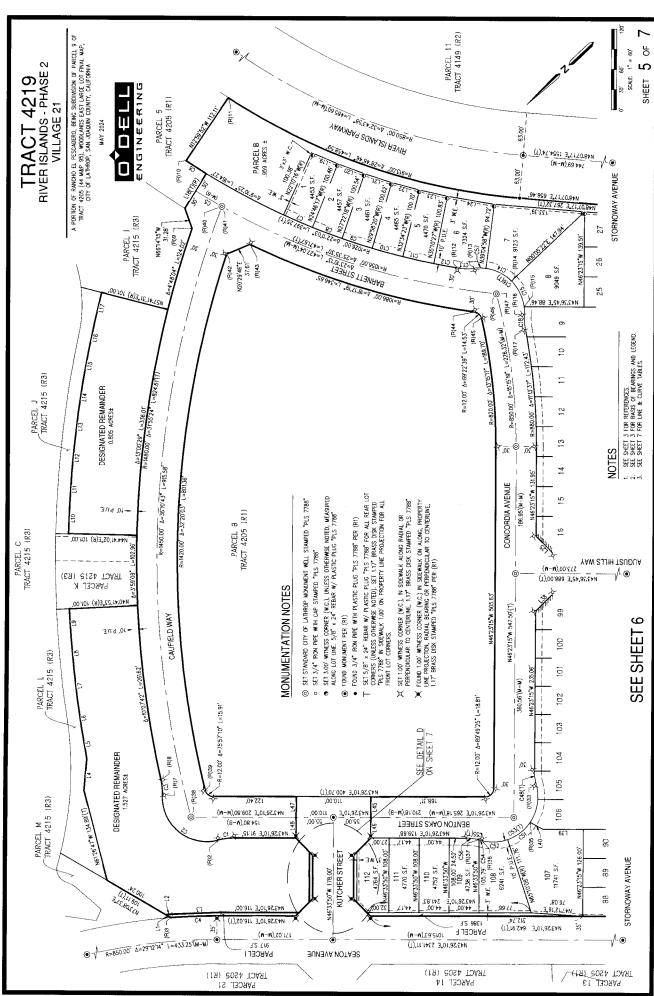
CITY OF LATHROP SHALL RECONNEY THE PROPERTY TO THE SUBDINGER IF THE CITY MAKES A MEMORANIATION THAT DROGSANT TO CORESTANGET COCE SECTION 66477.5 THE SAME PURPOSE FOR WHICH PROPERTY WAS DEBIGACIED DOCES NOT EXIST.

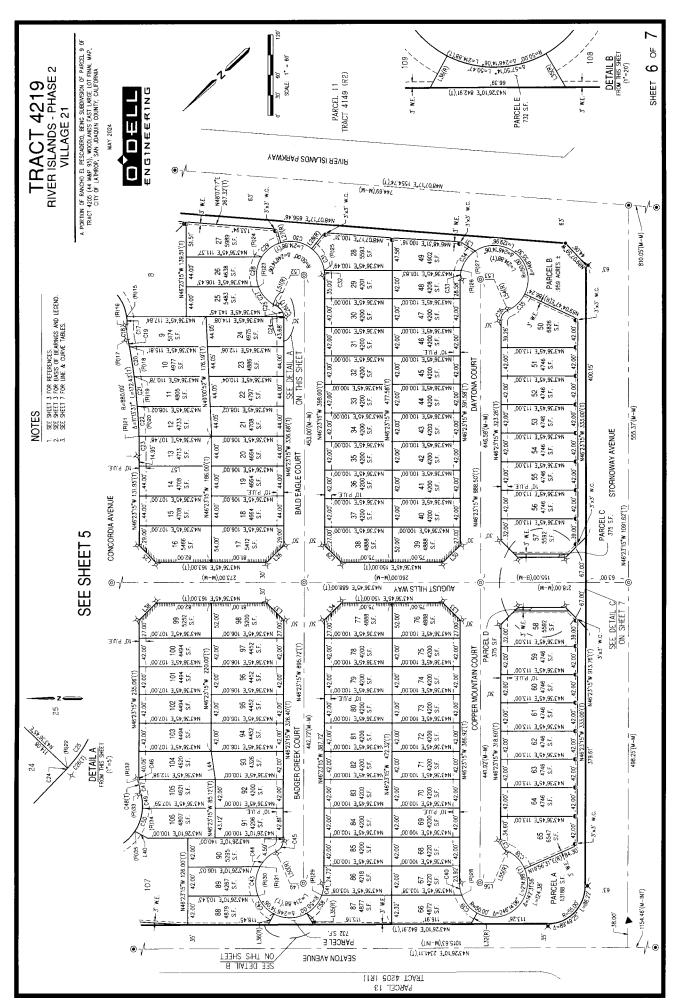
PARCELS A AND I FOR PURPOSES OF LANDSCAPE OPEN SPACES INCLUDING PUBLIC UTILITIES STORM DRAIN FACILITIES, AND PEDESTRIAN INCRESS AND ECRESS.

AND









TRACT 4219 RIVER ISLANDS - PHASE 2 VILLAGE 21

A PORTION OF RANCHO EL PESCADERO, BEING SUBDINSION OF PARCEL 9 OF TRACT 4205 (44 MAP 95), WOODLANDS EAST LARGE LOT FINAL MAP, GITY OF LATHROP, SAN ADAQUIN COUNTY, CALFORNIA

CURVE # RADIUS DELTA LENGTH

37.77 7.02

50.00' 43°16'43"

LINE# DIRECTION LENGTH LINE TABLE

13.59

50.00' 15°34'03"

8*02'52"

40"58'29" 35.76'

50.00 50.00

19.65

35.58

40°46'05" 17.00' 65"14"06"

20.00

42"33'52" 37.14" 34.85 17.65 40°58'29" 35.76' 37"48'23" 32.99"

39"56"15" 21°12'03" 20°13'14"

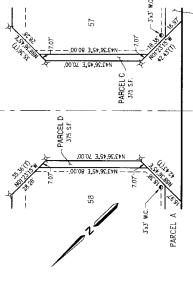
50.00'

17.00' 66°14'06" 19.65'

18.50

50.00





 42.20,42.E 80°00	3'x3' W.C.	PARCEL A STATE OF THE STATE OF	PARCEL I

IGS AND LEGEND.
REFERENCES. BASIS OF BEARINGS
SEE SHEET 3 FOR SEE SHEET 3 FOR
- 2

NOTES

N46'33'50"W 73.00" 77.07

112

N46'33'50"W 63.00'

PARCEL G

SHEET 7 OF 7

DETAIL D FROW SHEET 5 (1*=30')

PARCEL F-

1.94*	21.50	23.44	21.00'	35.83	42.24	38.91	137.98	3.79	23.44	19.65	16.80	34.57
1°16'30"	14°09'34"	15°26'05"	18°21'58"	31°20'20"	36°56'53"	34°02'23"	120*41'35"	2-29:36	15°26'05"	12°56'29"	14°41'50"	39°36'55"
87.00	87 00	87.00	.05.59	65.50	.05.50	65.50	65.50	87 00.	87.00.	87.00	65.50	50.00
C46	C47	C48	C49	C50	C51	C\$2	C53	C54	C55	950	C57	C58

PARCEL B-

DETAIL C FROM SHEET 6 (17=30')

DESIGNATED REMAINDER

7.07" N46'33'50"W 73.00'

	SUNCE	SOMIGNED INTO NO	i I
48.01	55.00.25	.00.05	030
35.76	40°58'29"	.00 05	C29

_		_					_		1		
RADIAL BEARINGS	DIRECTION	N64"16"06"E	N61°43'24"E	N20°43'53"W	N39°01'12"W	N30°21'28"E	N28°21'26"E	N40°33'34"W			
IAL BE	4	<u> </u>	-	-	_	-		_			
RAD	LINE	(B)	(R)42	(R)43	(H)44	(H)45	(R)46	(R)47			
						L			,		

17.00' 66"14"06" 19.65"

50.00' 49"46'51"

50.00 50.00

50.00

RADIA	RADIAL BEARINGS	RADIA	RADIAL BEARINGS	RAD	RADIAL BEARING
TINE #	DIRECTION	LINE #	DIRECTION	LINE	# DIRECTIC
(R)2	N61~59'54"W	(R)17	N32"23'08'E	(R)29	N63-49'59
(R)3	N50°57'08'W	(R)18	N33°04'01"E	(R)30	N22°15'37
(R)7	N45°14'39"E	(H)19	N35°58'07"E	(H)31	N72°02'29
8(H)	N30°34'11'E	(H)20	N38"51'02'E	(H)32	N42"20"15
(R)9	N62°29'35"E	(R)21	N41°43'14"E	(R)33	N28*10'40
(R)10	N12°59'52"W	(R)22	N42~32'17"E	(R)34	N46"32'38
(R)11	N13"05'58"W	(R)23	N23°44'09'E	(R)35	N77°52'59
(R)12	N37°09'08"W	(R)24	N76°17'46'E	(R)36	N31°07'45'
(R)13	N53°46'48"W	(R)25	N35°33'53'E	(R)37	N33°3721
(R)14	N1°40'59"W	(H)26	N59°10'48"E	(R)38	N28°05'23
(R)15	N35°47'07"E	(R)27	N79°50'43"W	(R)39	N29°23'21
(R)16	N46°34'06"E	(R)28	N22°24'42"E	(H)40	N17°23'21'

> < < w	> > w	≥ w	ш	L		ш	ш	2	>	>	>	>	ш	>	>	101	114	>	>							
N1°23°15°W	N76°33'05"		N18°42'51"W	N88°36'45'E	N1°23'15"W	N43°26'10'E	N71°16'35'E	N54°31'03"W	N46°33'50"W	N46°33'50"W	N46°33'50"W	N46°33'50"W	N43°36'45"E	W70°09'08'W	N22°37'21"W	N43°36'45'E	N43°36'45'E	W.80.60°05N	N22°37'21"W	N43°36'45"E	N43°36'45'E					
	52	135	136	L37	L38	627	L40	L44	L45	1.46	L47	148	L49	057	151	L52	L53	1.54	155	156	127					
77.26	46.98	44.87	44.87	44 87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	42.00.	42.00	42.00	42.00.	42.00	70.17	35.36	35.36	20.85	30.02	35.36	35.36
N41727137E	N41°40'29"W	W-60.2E.35N	N54°59'35"W	N53°22'01"W	N51°44'28"W	N50°06'54"W	N44°30'11"W	N42°52'38"W	N41°15'04"W	N39°37'30"W	N37°59'57"W	N36°22'23"W	N34°44'49"W	N33°0716"W	N66°25'12"E	N63°49'06"E	N61°12'59"E	N58"36'53"E	N55°57'31"E	N53°09'05"E	N88°36'45"E	N1°23'15"W	N62°43'45"W	N7°42'50"W	N88°36'45"E	M.51.8Z ₀ 1N
<u>~</u>	4	1.5	9	7	L.8	6]	110	5	112	113	L14	L15	116	117	119	120	12	752	123	L24	L.25	1.26	L27	L28	1.29	130

EXHIBIT "B"

TRACT 4219 WOODLANDS EAST VILLAGE 21 AREA

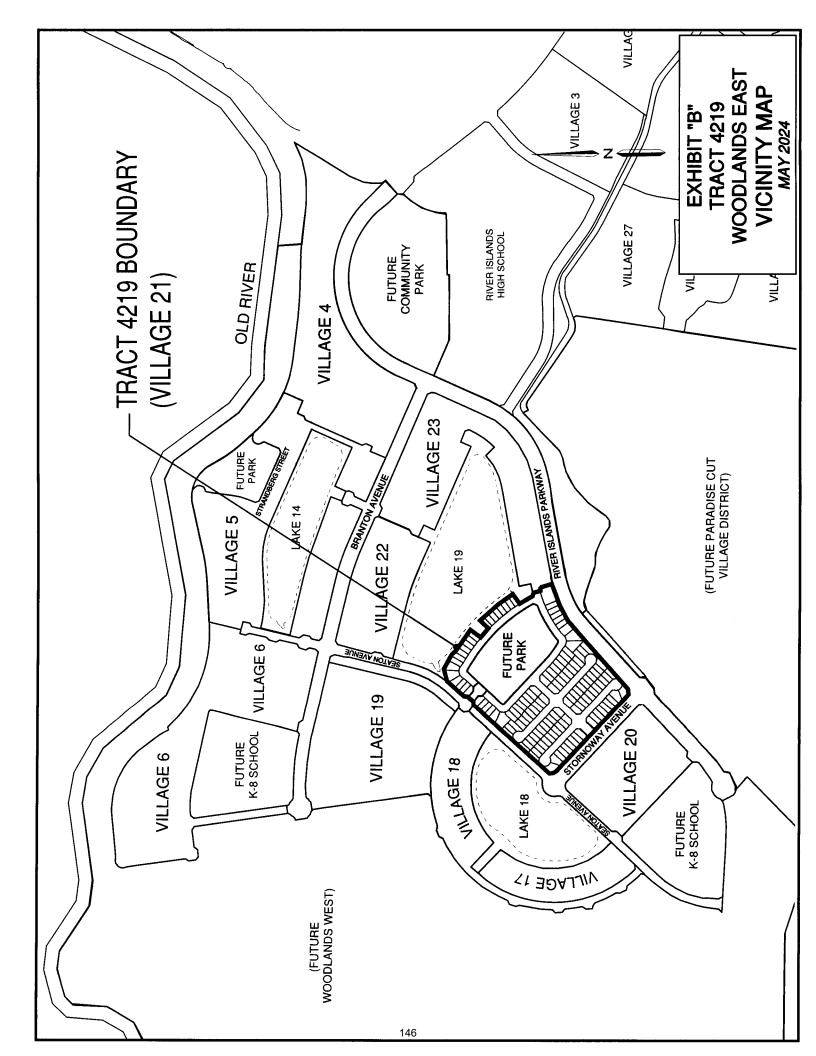


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

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

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

- a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.
- b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.
- c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.
 - d. The policy must contain a cross liability or severability of interest clause.
- e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER License # 0C36861 CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3700 Los Angeles, CA 90071 E-MAIL ADDRESS: NAIC # INSURER(S) AFFORDING COVERAGE 12537 INSURER A: United Specialty Insurance Company INSURED INSURER B: Califia, LLC. INSURER C 73 W. Stewart Rd. INSURER D : Lathrop, CA 95330 **INSURER E** INSURER F: **REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR INSD WVD LIMITS INSR LTR TYPE OF INSURANCE POLICY NUMBER 2,000,000 EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY X Α DAMAGE TO RENTED PREMISES (Ea occurrence) 50,000 3/19/2024 3/19/2027 CLAIMS-MADE | X | OCCUR ATN2418343P X MED EXP (Any one person) 1.000.000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER 2.000,000 PRODUCTS - COMP/OP AGG POLICY LOC OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY BODILY INJURY (Per person)** ANY AUTO SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) NON-OWNED AUTOS ONLY HIRED AUTOS ONLY EACH OCCURRENCE OCCUR **UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE AGGREGATE** DED **RETENTION \$** PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents. 30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium. CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Lathrop 390 Towne Center Drive Lathrop, CA 95330 AUTHORIZED REPRESENTATIVE

POLICY NUMBER: ATN2418343P

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			
nformation 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

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 insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization oth- er than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

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

- (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis; and
 - (ii) would not seek contribution from any other insurance available to the additional insured.

or

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

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

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

Policy: ATN2418343P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE Name and Address of Other Person/Organization

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

Number of Davs Notice

30

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

EXHIBIT "D"

WOODLANDS EAST VILLAGE 21

UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE



ENGINEER'S BOND ESTIMATE COST TO COMPLETE **RIVER ISLANDS - PHASE 2 VILLAGE 21**

May 13, 2024 Job No.: 25505-30

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price	 Amount
1	Wet Utilities (95% Completion)	1	LS	\$	24,300.00	\$ 24,300.00
2	Joint Trench (60% Completion)	1	LS	\$	433,000.00	\$ 433,000.00
3	AC Paving (0% Completion)	1	LS	\$	504,600.00	\$ 504,600.00
		TOTAL	.cos	T TC	COMPLETE	\$ 961,900.00

Notes:

1) Estimate for cost to complete based on contractor's note for Village 21 dated 5/13/2024



DRAFT ENGINEER'S OPINION OF PROBABLE COST RIVER ISLANDS - PHASE 2 VILLAGE 21 (133 UNITS)

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 13, 2024 Job No.: 25505-30

Item	Description	Quantity	Unit	Unit Price	Amount
	STREET WORK				
1	Fine Grading	331,500	SF	\$ 0.45	\$ 149,175.00
2	3" AC Paving	66,600	SF	\$ 1.50	\$ 99,900.00
3	4.5" AC Paving	114,200	SF	\$ 2.25	\$ 256,950.00
4	6" Aggregate Base	66,600	SF	\$ 0.90	\$ 59,940.00
5	8" Aggregate Base	114,200	SF	\$ 1.20	\$ 137,040.00
6	Vertical Curb and Gutter (with AB cushion)	4,300	LF	\$ 15.00	\$ 64,500.00
7	Rolled Curb and Gutter (with AB cushion)	6,150	LF	\$ 15.00	\$ 92,250.00
8	Type F Median Curb (with AB cushion)	230	LF	\$ 18.00	\$ 4,140.00
9	Concrete Sidewalk	40,100	SF	\$ 5.00	\$ 200,500.00
10	Driveway Approach	134	EA	\$ 600.00	\$ 80,400.00
11	Handicap Ramps	14	EA	\$ 2,500.00	\$ 35,000.00
12	Survey Monuments	13	EA	\$ 300.00	\$ 3,900.00
13	Traffic Striping & Signage	5,400	LF	\$ 5.00	\$ 27,000.00
14	Dewatering (budget)	5,400	LF	\$ 100.00	\$ 540,000.00
	Subtotal Street Work				\$ 1,750,695.00
	STORM DRAIN				
15	Catch Basins (type I inlet over type I manhole base)	26	EA	\$ 2,800.00	\$ 72,800.00
16	Catch Basins (type I inlet over type II manhole base)	7	EA	\$ 5,000.00	\$ 35,000.00
17	Catch Basins (type I inlet over type III manhole base)	3	EA	\$ 7,500.00	\$ 22,500.00
18	Catch Basins (type C inlet over type I manhole base)	7	EA	\$ 2,800.00	\$ 19,600.00
19	15" Storm Drain Pipe (polypropylene)	1,610	LF	\$ 18.00	\$ 28,980.00
20	18" Storm Drain Pipe (polypropylene)	440	LF	\$ 20.00	\$ 8,800.00
21	24" Storm Drain Pipe (polypropylene)	1,290	LF	\$ 31.00	\$ 39,990.00
22	30" Storm Drain Pipe (polypropylene)	430	LF	\$ 45.00	\$ 19,350.00
23	36" Storm Drain Pipe (polypropylene)	1,060	LF	\$ 60.00	\$ 63,600.00
24	42" Storm Drain Pipe (RCP)	140	LF	\$ 120.00	\$ 16,800.00
25	48" Storm Drain Pipe (RCP)	560	LF	\$ 125.00	\$ 70,000.00
26	Manholes (type I)	2	EA	\$ 3,000.00	\$ 6,000.00
27	Manholes (type II)	2	EA	\$ 5,000.00	\$ 10,000.00
28	Manholes (type III)	1	EA	\$ 1,700.00	\$ 1,700.00
29	Connect to Existing	3	EA	\$ 1,700.00	\$ 5,100.00
	Subtotal Storm Drain				\$ 420,220.00
	SANITARY SEWER				
30	8" Sanitary Sewer Pipe (PVC)	5,150	LF	\$ 28.00	\$ 144,200.00
31	Manholes (type I)	11	EA	\$ 4,000.00	\$ 44,000.00
32	Manholes (type I w/ 60" Barrel)	5	EA	\$ 4,000.00	\$ 20,000.00
33	Sewer Service	133	EA	\$ 600.00	\$ 79,800.00
34	Connect to Existing	2	EΑ	\$ 3,000.00	\$ 6,000.00
35	Sanitary Sewer Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
	Subtotal Sanitary Sewer				\$ 296,000.00



							ENGINEERIN
ltem	Description	Quantity	Unit		Unit Price		Amount
	WATER CURRING						
36	WATER SUPPLY	5.430	LF	\$	32.00	\$	173,760.00
36 37	8" Water Line (including all appurtenances) (PVC) Water Service	133	EA	•	2,000.00	•	266,000,00
				\$	•	\$	•
38	Fire Hydrants	13	EA	\$	4,000.00	\$	52,000.00
39	Temporary Blow Off Valve	3	EA	\$	1,000.00	\$	3,000.00
40	8" Resilient Gate Valve	32	EA	\$	1,550.00	\$	49,600.00
41	Connect to Existing	4	EA	\$	4,000.00	\$	16,000.00
	Subtotal Water Supply					\$	560,360.00
	NON-POTABLE WATER						
42	8" Non-potable Water Line (including all appurtenances) (PVC)	130	LF	\$	35.00	\$	4,550.00
43	Blow Off Valve	1	EA	\$	4,000.00	\$	4,000.00
44	Temporary Blow Off Valve	1	EA	\$	1,000.00	\$	1,000.00
45	Connect to Existing	1	EA	\$	3,000.00	\$	3,000.00
	JOINT TRENCH & STREET LIGHTING Subtotal Water Supply					\$	12,550.00
46	Joint Trench and Street Lighting (including all appurtenances - lump sur	n) 1	EA	\$	1,600,000.00	\$	1,600,00.00
	Subtotal Joint Trench &	Street Lightin	ng			\$	1,600,00.00
	TOTAL CONSTRUCTION COST (nearest \$1,000)						4,640,000.00
				С	OST PER LOT	\$	34,900.00

Notes:

- 1) This estimate does not include surveying, engineering, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 3) Joint trench and street lighting based on Power Systems Design estimate to O'Dell Engineering.

June 3, 2024

Via Email and Hand Delivery

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

Re: Recordation of Final Map 4219; Escrow No. 1214023385

Dear Lori:

This letter constitutes the joint escrow instructions ("*Escrow Instructions*") of River Islands Development Area 1, LLC, a Delaware limited liability company ("*RIDA1*") and the City of Lathrop ("*City*") in connection with the above-referenced escrow ("*Escrow*"). The Escrow was opened in connection with recordation of the above-referenced final map ("*Final Map*"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "*Transaction*." Old Republic Title Company is referred to as "you" or "*ORTC*."

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

The Final Map will be recorded at the time designated by RIDA1 as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2024, at the time designated in writing by RIDA1, subject to satisfaction of the conditions set forth below (each a "Closing"). If the Final Map has not been recorded by June 30, 2025, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIDA1 for recordation in the Official Records of San Joaquin County, California ("Official Records").

- B.1. One original Final Map for Tract 4219, executed and acknowledged by the City (provided to title by City).
- B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation No. ____ (provided to title by City).
- B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIDA1).
- B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RIDA1).
- B.5 A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2023-1 (Public Facilities) (provided to title by RIDA1).

B.6. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2023-2 (Public Facilities Supplemental) (provided to title by RIDA1).

The documents listed in Items B.1, B.2, B.3, B.4, B.5 and B.6 above are referred to as the "*Recordation Documents*." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance) and (iii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin cindy@goodwinconsultinggroup.net, Consulting Group. Susan (sdellosso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from RIDA1, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIDA1 and City ("Settlement Statement"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIDA1.

• Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of \$88,183.28, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "Sierra Club Agreement"), constituting the amount of \$3,774.00 multiplied by 23.366 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. <u>Closing Requirements</u>

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

- D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (<u>sdellosso@riverslands.com</u>); (b) Debbie Belmar (<u>dbelmar@riverislands.com</u>); (c) Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>); (d) Salvador Navarrete (<u>snavarrete@ci.lathrop.ca.us</u>; (e) Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;
- D.2. You have not received any instructions contrary to these Escrow Instructions:
- D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;
- D.4 You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;
- D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Brad Taylor at the email addresses set forth above; and
- D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Brad Taylor to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

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

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Recordation Documents in the Official Records:
- E.3. Pay the costs associated with the Transaction;
- E.4. Refund any funds delivered to you by RIDA1 that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development Area 1, LLC 73 W. Stewart Road Lathrop, CA 95330 Attn: Susan Dell'Osso

- E.5. Notify Susan Dell'Osso (<u>sdellosso@riverslands.com</u>), Debbie Belmar (<u>dbelmar@riverislands.com</u>), Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>), Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), Monica Garcia (<u>mgarcia@ci.lathrop.ca.us</u>), Teresa Vargas (<u>tvargas@ci.lathrop.ca.us</u>), Sarah Pimentel (<u>spimentel@ci.lathrop.ca.us</u>), and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;
- E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development Area 1, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:
 - (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
 - (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

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

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

Very truly yours,

Stephen J. Salvatore Date Susan Dell'Osso Date
City Manager President
City of Lathrop River Islands Development Area 1, LLC

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA1 and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIDA1 and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Repu	ublic Title C	ompany		
Ву:				
Its:				
Date:				

RECORDING REQUESTED BY AND AFTER RECORDATION RETURN TO:

City Clerk City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330

Recorded for the benefit of the City of Lathrop pursuant to Government Code Section 27383

EIGHTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) Annexation No. __

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, et. seq., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on June 28, 2023 as Document No. 2023-050810 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Eighth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on April 19, 2023, in Book 7 of Maps of Assessment and Community Facilities Districts at Page 55 (Document No. 2023-030264), in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the

Rate and Method of Apportionment of Special Tax attached as Exhibit B to the Notice of Special Tax Lien, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Eighth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated:	, 2024.			
		By:		
		, <u> </u>	eresa Vargas, City Clerk,	
			City of Lathrop	

EXHIBIT A

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

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

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.	Legal Description of Property
CALIFIA, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-630-01 (Por.)	Parcel 9 of Tract 4205 as shown in the Large Lot Final Map recorded in the office of the San Joaquin County Recorder on April 24, 2024, in Book 44 of Maps and Plats, at Page 95 as Document Number 2024-033794.

EXHIBIT B

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

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

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

		Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-
Type of Property	Lot Size	23)*	23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$432.29 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$349.02 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$320.21 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$272.18 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$252.96 per SFD Lot	\$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
		\$0.00 per Non-	\$0.00 per Non-
Non-Residential Property	Not Applicable	Residential Square	Residential Square
		Foot	Foot

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

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

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

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

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

OWNER'S STATEMENT

THE JUDIESPOSED DOES HERRY STATE HAT THEY ARE HE OWNERS OR HAVE SOME RECORD THE INTEREST IN THE JUDIESPOSED HAVE THE CHIEF OF OUNDARY LINE OF THE HERRY LAMPOSED THAN JUDIESPOSED THAN HAVE STRENGED ROUNDARY LINE OF THE HERRY CONSISTING OF SCIENC (?) SHEETS, AND INFERENCE CONSIST TO THE PREPARATION AND FALING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY ECONODER OF SAM JOACHN COUNTY, CALFORNIA. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- TO THE CITY OF LATRICP FOR PUBLIC ROHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS COPPER WOMEN'AN COURT, DAYTONA COURT, BAILD EAGLE COURT, BADGER CREEK COURT, AUGUST HILLS MAY, CONCORDIA AYENUE, BENTON DAYS STREET, BARNETT STREET AND CAUFIELD MAY, AS SHOWN ON THIS FINAL MAP.
- UNDER THE PARCELS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "PLUE." (PUBLIC UTILITY EXCELENT). UNDER THE PARCELS OF LAND AS SHOWN ON THE SHOP AND COMMITTED AS "PLUE." (PUBLIC HEES, DEEK, SHOP AND COMMITTED AS "PLUE." (PUBLIC UTILITY EXCELENT).
- A NYM-POLISING EASTHEN! TO THE CITY OF LATHEOP, TOSETHER WITH THE BIGHT TO CONSTRUCT, RECONSTRUCT REPAIR AND MAINTAIN THE SOMEN WALLS UPON AND OVER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "ME." (MALL EASTHERT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

PARCELS A THROUGH I TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES. FINAL FRANCE, AND APPURIENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL

HE UNDERSIONED DOES HERBY RELIADUSH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 37, 36, 59, 69, 67, 79, 119, AND 120 ALDNG THE LOT LINES AS INDICATED BY THE SYMBOL ZZZZZZAK SHOWN ON THIS TRAL MAP.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS FINAL MAP, ALL GROUND WATER RIGHTS THAT THE LINDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF

THE LINDERSORED DES HERRY RESERVE. THE KINN-FOLLISIVE "LAWE FELL PRELIME EXSELUTION," HE "LAWE CROLLARION PERMIE EXSELUTION," HE TOWN IN HE "ROPER HE PRELIME EXSELUTION". TOWN THAT HAD CROSSITRICE, RECONSTRICE, REPURE AND HE "ROPER HE PRELIME EXSELUTION". AND THE SHERVE HE SHERVE HAD MAD AND THE FOR HE SHERVE HAD THE FOR THE PRESIDENT AND THE EXSELUTION FROM THE FOR THE PRESIDENT AND THE CONNECTED HERCON, BUT HE CONNECTED TO PREE ON THE CONNECTE OF OWNER HE CONNECTED HERCON, BUT HAD THE CONNECTED TO PREE ON THE FORM HAP.

OWER NIEWS TO SEBONDE THE LAW SUBJECT TO THE MAP WITH ANY AMD ALL PERSON BIGHTS OF OHER WATER NIEWS TO WHICH AND ALL PERSON BIGHTS OF OHER WATER STOR WATER RICHTS SHALL BE REPARAM OFFER YOUNG THE THE RESCRIPTIVE, ADJUDICATED, STATUTORY OF CHARACTUAL, OWERS DOES NOT INTEND BY THE RECORATION OF THIS MAP TO SERE THE REPARAM HIGHTS OF THE SUBJECT LANDS WHICH THE PERSON HIGHTS OF THE SUBJECT LANDS WHICH THE PERSON HIGHTS OF THE SUBJECT LANDS WHICH THE PERSON HIGHTS OF

OWNER: CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

NAME:

DATE

SEE SHEET 2 FOR TRUSTEE'S STATEMENT

ACKNOWLEDGEMENT CERTIFICATE (OWNER) A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VEMPLES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SOMED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND THE TRUTHFULHERS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA

ON 2028 BEFORE ME,

A NOTARY PUBLIC, PERSONALLY APPEARD,

EVA INC. A NOTARY PUBLIC, PERSONALLY APPEARD,

ME ON THE BASIS OF SAINSTACTORY EVADENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSISSMED TO THE WITHIN INSTRUMENT, AND ACKNOMEDOED TO ME THAT THE/SHE/THEY EXECUTED THE SAME IN HIS/APE/THER AUTHORECE), ON THE MERITAMENT THE PERSON(S),

OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACIED, EXECUTED THE NIGREMENT.

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

PRINCIPAL COUNTY OF BUSINESS.
MY COMMISSION NUMBER:
MY COMMISSION EXPIRES: WITNESS MY HAND:

RIVER ISLANDS - PHASE 2 TRACT 4219 VILLAGE 21

A PORTION OF RANCHO EL PESSADERO, BEING SUBDIVISION OF PAROEL 9 OF IRACT 4205 (44 MAP 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CAUFORNIA



CITY CLERK'S STATEMENT

I TERESA WARGAS, OTY CLERK AND CLERK OF THE OTY COUNCIL OF THE OTY OF LATHROP, STATE OF CALERWAN, DO HERREY STATE THAT THE HERRY HARDSEPEN AND ENTRY OF STATE OF STAT

ALSO, PURSUANT TO SECTION 66434(6) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HERBEY ABANDON THE NON-EXCLUSINE PUBLIC LITLITY EXSURENT (FLILE) FOR PUBLIC CHAPPOSES DEDICATION PER TRACT 4005 FINAL MAP RECORDED DARIQ 24, 2024, M BOCK 44.0 F MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

TIRESA VAGAS CITY CLERY AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE KERFIES ONLY THE DENTITY OF THE INDIVIDUAL HHO SIGNED THE DOCUMENT TO MHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

DATED THIS_

_ DAY OF

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

ON 2024 BEFORE ME,

A NOTARY PUBLIC, PERSONALLY APPEARED,

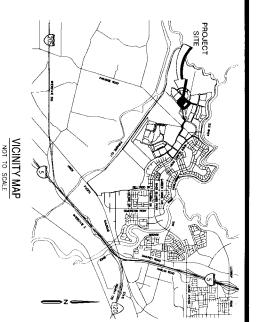
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVALUATE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSORBED TO ME WITH INSTRUMENT, AND ACKNOMEDED TO ME THAT HE/SHE/THEY DECOUTED THE SAME IN HES/HEK/THEY ALTHORECED. OPA DETAILED, THE PERSON(S), API THE ENTITY LIPON BEHALF OF WHICH THE PERSON(S), ACIED, 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:

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

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONQUERENT TRANSFER SUBJECT TO THE IMPOSTION OF DOCUMENTARY TRANSFER TAX



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21—4908.

DATED THIS DAY OF 2024

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

CITY ENGINEER'S STATEMENT



RECORDE

BRAD R. TAYLOR, R.C.E. 92823 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

FEE \$	FILED THIS DAY OF MAP'S AND PLATS, AT PAGE 202	RECORDER'S STATEMENT
	TS, AT PAGE 2024, AT THE S	NT
	, AT THE REQUEST OF OLD REPUBLIC TITLE COMPAN	
) REPUBLIC TITL	
	E COMPAN	

SHEET 읶 STEVE BESTOLARIOES
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

ASSISTANT/DEPUTY RECORDER

CITY SURVEYOR'S STATEMENT

I, DARRY, A ALEXANDER, HEREBY START HATT HAVE EXAMINED THIS FINAL MAP OF "TRACT 4218, FINER ISLANDS — PHASE Z, "VILAGE Z! THAM, MAP" (TITY OF LATHROP, CALIFORNIA, AND I AM SATISFED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DARRYL A. ALEXANDER, P.L.S. 5071 ACTING CITY SURVEYOR	DATED THISDAY OF
	. 202



SURVEYOR'S STATEMENT

ž	8
CRAY	葀
ORD	
AN CRAWFORD, P.L.S. NO 7788	
8	1
778	DAY OF
Č	욱
	. 2
	2024.
- EEEE	OF ESSION
PR	OFESSION
	* EE

밁



- RECEIVED AND STRUCTURE OF CORDINANCES, THE IS, CHAPTER IS, 48.04. THE CITY OF LATHROP PERM CI
- LATHROP.

 TRACT 4719, RIVER ISLANDS PHASE 2, VILLAGE 21 FINAL MAP, CONTAINS 112 RESIDENTIAL LOTS WITH A TOTAL OF 12.375 ACRES, MORE OR LESS, PARCELS A THROUGH I CONTAINING 1.364 ACRES, MORE OR LESS, AND ROLAMINYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLIDE 7.295 ACRES, MORE OR LESS, AND A DESSOLATED REMANDER OF 2.331 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLESS, REFER TO THE AREA TABLE BELOW):

TRACT 4219 AREA SUMMARY	UMMARY
LOTS 1 THROUGH 112	12.375 AC±
PARCELS A THROUGH I	1.364 AC±
STREET DEDICATIONS	7.295 AC±
TOTAL	21.034 AC±
DESIGNATED REMAINDER	2.331 AC+

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023385-IR (VERSION 1), DATED APRIL 24, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

TRUSTEE'S STATEMENT

A PORTION OF RANCHO EL PESCADERO, BEING SUBDIVISION OF PARCEL 9 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MAY 2024

との1と中中丸1との

TRACT 4219 RIVER ISLANDS - PHASE

N

VILLAGE 21

OD REFURIC THE COMEMY, AS TRUSTE, UNDER THE DEED OF TRUST RECORDED AUGUST 29, 2003, AS DOCUMENT NUMBER 2003-197463, MID MAENDED IN DOCUMENT RECORDED FEBRUARY 4, 2014, AS DOCUMENT NUMBER 2014-011474, AND TRIFRIER MAENDED IN DOCUMENT RECORDED MLY 28, 2019, AS DOCUMENT NUMBER 2019-073300, AND THE DEED OF TRUST RECORDED APPLIE, 8, 2020, AS DOCUMENT NUMBER 2020-0464548, AND AS MAENDED IN DOCUMENT RECORDED DOCUMENT NUMBER 2021-146452, AND DISTRIPER MAENDED IN DOCUMENT NUMBER 2021-146452, AND DISTRIPER MAENDED IN DOCUMENT NUMBER 2021-146452, AND DISTRIPER MAENDED IN DOCUMENT NUMBER 2021-146542, AND DISTRIPER MAENDED IN DOCUMENT NUMBER 2021-146542, AND DISTRIPER MAENDED IN DOCUMENT NUMBER 2021-146542, AND DISTRIPER MAENDED IN DOCUMENT NUMBER 2023-1667141, DEFIDAL RECORDS OF SAN JOAQUIN DOLUMENT.

Ā	T. ATED
	据
	DAY OF
l	유
	l
	2024

SIGNATURE OMISSIONS
PIRSUANT TO SECTION 68436 OF THE CAUFGRNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

REQUINED ISLANDS LAND COMPANY, RESERVATION FOR DIL CAS, INVERALS, AND DTHER HYDROCARBON SUBSTANCES LYNIC BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, SJACR.

EASEMENT ABANDONMENT NOTE

HE NON-EXCLUSIVE PUBLIC UTILITY EASSMENT (?-U.E.) FOR PUBLIC PURPOSES DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COLUNT, WHITH PARCEL 96 TRACT 4205 IS EENG ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE OTY CLERK'S STATEMENT ON SHEET 1.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

AS FOLLOWS:

PARCELS A AND I FOR PURPOSES OF LANDSCAPE OPEN SPACES INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.

THE OTTY OF LATHERD SHALL RECONNEY, THE PROPERTY TO THE SUBDIVIDER IF THE OTTY MAKES A DETERMINATION THAT PURSUANT TO CONFERMENT CODE SECTION 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

28 L17 5 Ţ 13 L12 Ξ 5 9 8

N12'59'52"W 112.11"

N14'58'04"W N66'14'15"W 31.28' N33'07'16"W

60.00

116

N34'44'49"W N37'59'57"W

44.87 44.87 44.87

N36"22'23"W 44.87'

N39'37'30"W 44.87" N4175'04"W 44.87' N44'30'11"W 44.87" N50'06'54"W 44.87 N51'44'28"W 44.87" N53'22'01"W 44.87"

N42'52'38"W

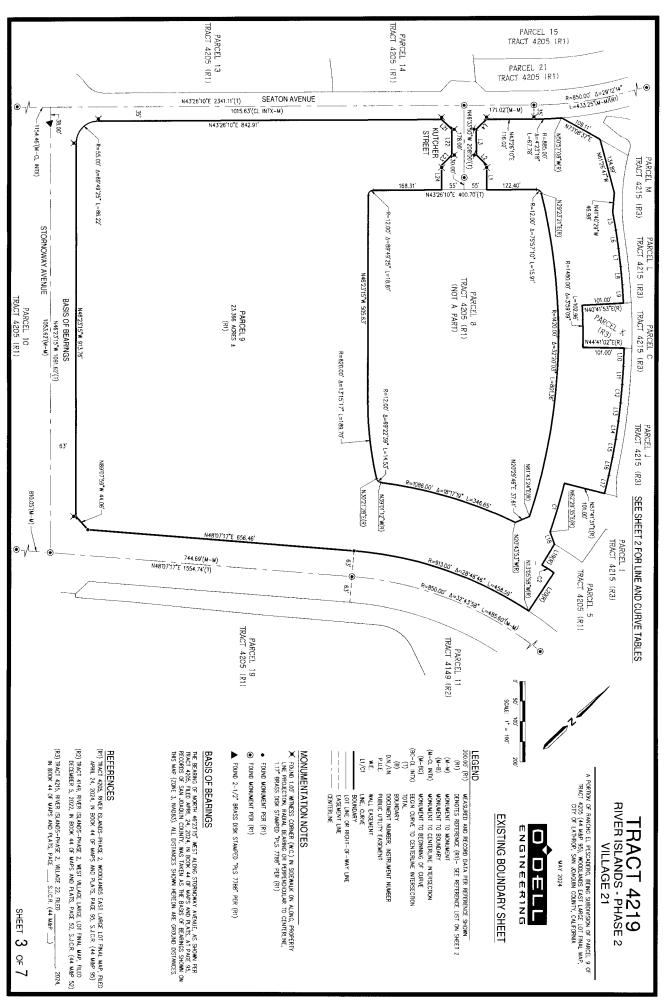
44.87

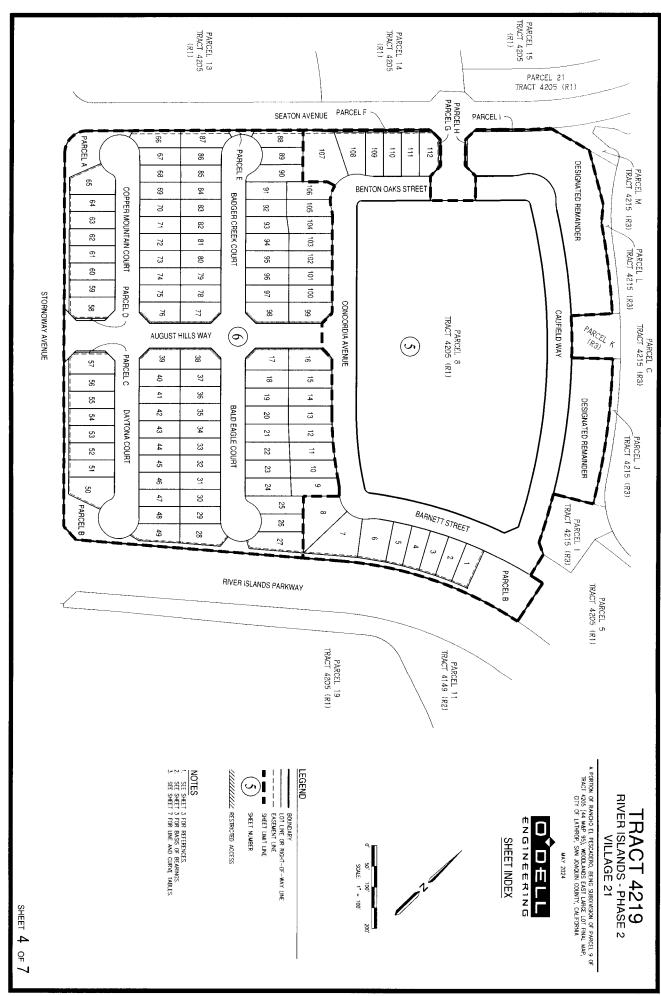
INE AND CURVE TABLES FOR SHEET 3 ONLY

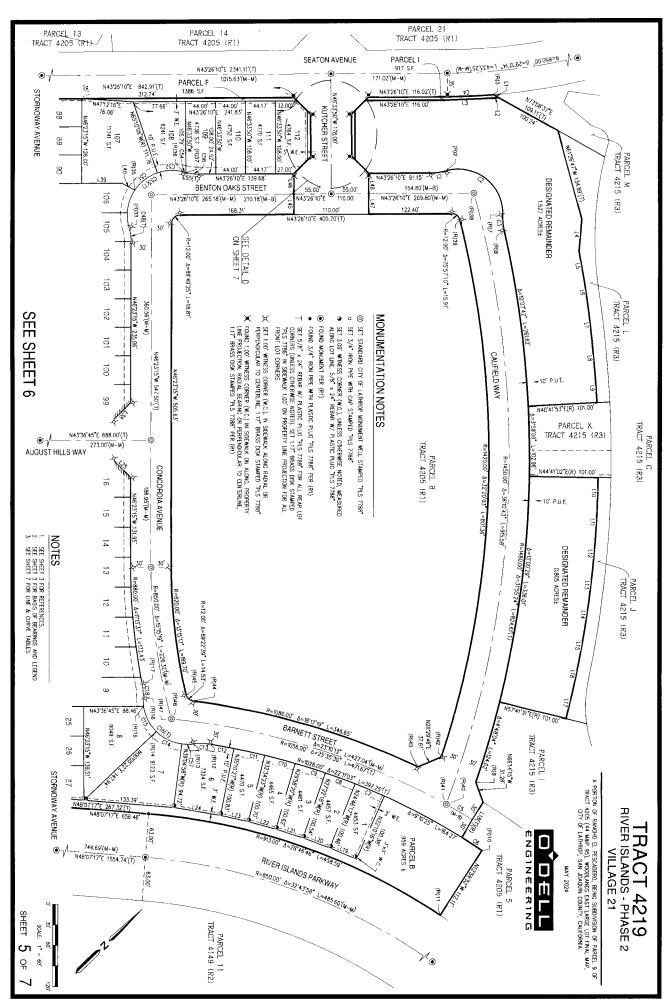


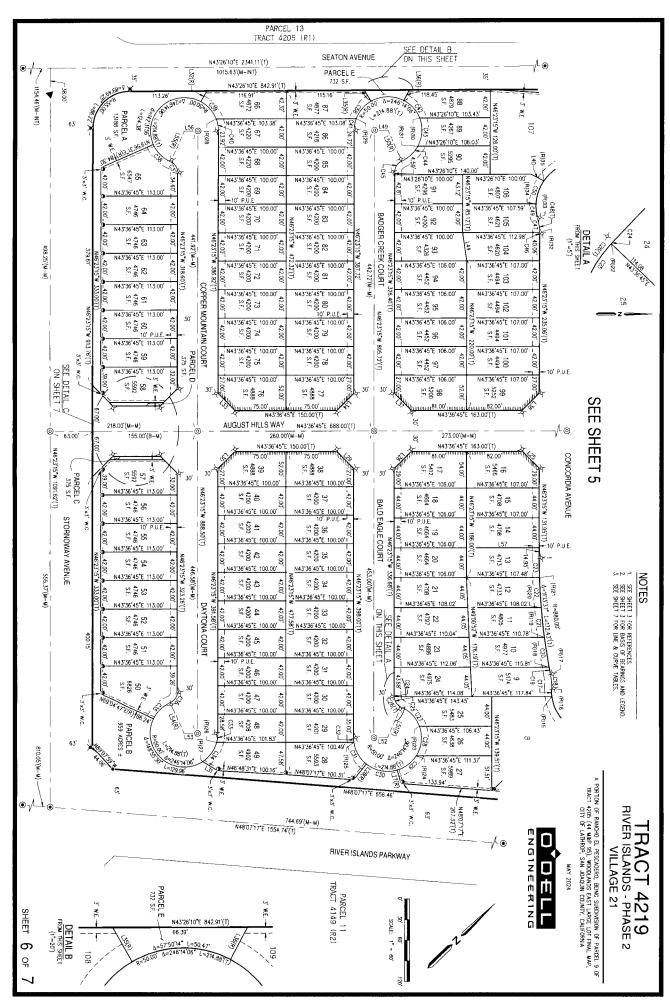
35.36

	CURVE	CURVE TABLE	
CURVE	RADIUS	DELTA	LENGTH
Ω	1480.00	4'48'04"	124.02
C2	1026.00	1'58'13"	35.28









L30	129	L28	1.27	L26	L25	L24	L23	L22	121	L20	L19	L17	L16	L15	7.	13	L12	Ξ	5	19	۳	[7	16	15	4	5	۳	Ξ	LINE #
N1°23'15"W	N88*36'45"E	N7°42'50"W	N62°43'45"W	N1°23'15"W	N88°36'45"E	N53°09'05"E	N55°57'31'E	N58°36'53"E	N61°12'59"E	N63°49'06"E	N66°25'12"E	N33°07'16"W	N34°44'49"W	N36°22'23"W	N37°59'57'W	N39°37'30"W	N41°15'04"W	N42°52'38'W	N44°30'11"W	N50°06'54"W	N51°44'28'W	N53°22'01"W	N54°59'35"W	N56°37'09"W	N41°40'29"W	N41°27'13"E	N38°52'22°E	N73°08'37"E	DIRECTION
35.36	35,36	30.02	20.85	35.36	35.36	70,17	42.00	42.00"	42.00"	42.00'	42.00	44.87	44.87	44.87	44.87	44.87	44 87	44 87	44.87	44.87	44.87	44 87	44.87	44 87	46.98"	71.26	9.25	8.87	LENGTH
					L57	L56	L55	154	L53	ر52	L51	L50	L49	L48	L47	L46	L45	L44	L40	L39	138	L37	136	L35	L34	L33	L32	131	E NE
					_	_	-	-		_	-	7		7	7	7	-	-,					-			_	-		

-:				_	1	-	-	7	1	,	7	7		7	-	7	١,	7	1	-	-		Ů		Ŧ	
	L57	L56	L55	L54	L53	L52	L51	L50	L49	L48	L47	L46	L45	L44	L40	L39	138	L37	136	L35	L34	L33	L32	131	CINE #	
	N43°36'45"E	N43°36'45'E	N22°37'21"W	M.80.60.02N	N43°36'45"E	N43°36'45"E	N22°37"21"W	N70°09'08"W	N43°36'45"E	N46°33'50"W	N46°33'50"W	N46°33'50"W	N46°33'50'W	N54°31'03"W	N71°16'35'E	N43°26'10"E	N1°23'15"W	N88°36'45"E	N18°42'51"W	N76°33'05"W	N1°23'15"W	N88"36'45"E	N17°31'33'W	N75°01'55'E	DIRECTION	LINE TABLE
	107.00	20.00	50.00	50.00	20.00"	20.00	50.00	50 00'	20.00	30.00	30 00	30.00	30 00'	42 43	21 31	60 00'	35 36	35 36	17.93	19.34	35.36	35.36	18.56	26.29'	LENGTH	
3	S	c c	S	Ω	Ω.	0	2	C	0	0	C.	C)	9	c)	c	0	0	0	0	0	0	0	0		CUR	

LINE TABLE

A PORTION OF RANCHO EL PESCADERO, BEING SUBDIVISION OF PARCEL 9 OF IRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALFORNIA

MAY 2024

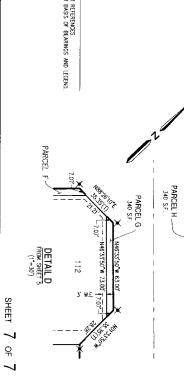
カスの12カカネ12の ם ם ברר TRACT 4219 RIVER ISLANDS - PHASE 2

VILLAGE 21

						$\overline{}$					_	_	_	_	1	_	_	<u>. </u>	J.,			L							L	1	L
C30	C29	C28	C27	C26	C25	C24	C23	C22	021	C20	C19	C18	C17	C16	C15	C14	C13	C12	033	C10	09	08	C7	C6	05	2	្ជ	C2	2	CURVE #	
50.00	50.00"	50 00	50.00	17.00"	17.00"	17.00"	880.00	880,00	880.00	880.00"	880.00	87.00	65.50*	65.50*	65.50	65.50'	87.00"	1026 00'	1026.00	1026.00	1026.00	1026.00	1026.00"	1026.00	1056.00	885.00*	87.00"	65.50"	87.00	RADIUS	CURVE
55°00'55"	40°58'29"	52°33'38"	46°21'30"	66°14'06"	65°09'38'	1°04"28"	1°53'31"	2°52'12"	2°52'55"	2°54'06"	0°40'53"	14°10'58"	10°46'59"	100°20'54"	37°28'06"	37°23'59"	16°37'41"	1°58'41"	2°36'04"	2°36'03"	2"36'02"	2°36'01"	2°36'00"	1°58'13"	2°25'17"	4°23'18"	14°40'28"	107°14'33"	15°26'05"	DELTA	ETABLE
48.01	35.76	45 87	40.46	19.65	19.33	0.32	29.06	44 08	44.26	44.56	10.47	21 54"	12.33	114.72	42 83	42.76	25.25	35.42	46.58	46.57	46 57	46.56	46.56	35 28	44 63	67.78	22.28	122.60	23.44	LENGTH	
												,																			
		_			_	_		_				_	_																i	ဥ	

C58	C57	C56	C55	C54	C53	C52	C51	C50	C49	C48	047	046	C45	044	C43	042	C41	C40	C39	C38	C37	C36	C35	C34	C33	C32	C31	CURVE#	
50.00	65.50	87.00"	87.00	87.00	65.50	65.50'	65.50	65.50	65.50	87.00	87.00	87.00"	17.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00'	17.00"	17.00	.00 05	50.00	50.00	50.00'	50.00	RADIUS	CURVE
39°36'55"	14°41'50"	12°56'29"	15°26'05'	2°29'36"	120°41'35"	34°02'23"	36"56'53"	31°20'20"	18°21'58"	15°26'05"	14°09'34"	1°16'30"	66°14'06"	37°48'23"	49°46'51"	40°58'29"	20°13'14"	21°12'03"	39°56'15"	42°33'52"	66°14'06"	66°14'06"	40°46'05"	40°58'29"	15°34'03"	8°02'52"	43°16'43"	DELTA	ETABLE
34.57	16.80	19.65	23.44	3.79"	137.98	38.91	42.24	35.83	21.00'	23.44	21.50	1.94"	19.65	32.99"	43.44	35.76	17.65	18.50	34.85	37.14	19.65	19.65	35.58	35.76	13.59	7.02	37.77	LENGTH	

~ PARCEL D | 375 S.F. |



 SEE SHEET 3 FOR REFERENCES.
 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND. NOTES (R)3 N50°57'08'W (R)7 N45°14'39"E

(R)18 N33°04'01'E

(H)30 N22°15'37"E (R)29 N63"49'59"E LINE # DIRECTION

(A)42 N61°43'24'E

(A)43 N20°43'53"W (R)41 N64°16'06"E LINE # DIRECTION RADIAL BEARINGS

(R)20 (R)19 N35°58'07"E (R)17 N32-23:08*E LINE # DIRECTION

N38°51'02"E

(R)34 N46"32'38"E

(R)47 N40°33'34"W

N28°21'26"E N39°01'12'W

(R)33 N28°10'40"E (R)31 N72°02'29"E

(R)45 N30°21'28"E

(R)32 N42°20'15'E

(R)44

LINE # DIRECTION

RADIAL BEARINGS

RADIAL BEARINGS

(R)2 N61°59'54'W RADIAL BEARINGS

(R)14 N1°40'59'W (R)13 N53°46'48"W (R)12 N37°09'08"W

(R)26 N59°10'48"E (R)25 N35°33'53'E

(R)38 N28°05'23"E (A)37 N33°37'21"W

(R)39 N29°23'21"E

(R)24 N76°17'46"E (R)23 N23°44'09"E (R)22 N42"32"17"E (R)21 N41°43'14"E

(R)36 N31°07'45"W (A)35 N77"52'59"E

(R)27 N79°50'43"W

(R)11 N13°05'58"W (A)10 N12-59'52"W (R)9 N62°29'35"E (R)8 N30°34'11"E

(R)15 N35°47'07'E

PARCEL A SO THE SO

3'x3' W.C.-

PARCEL C _ 375 S.F.

57

PARCEL |

DESIGNATED REMAINDER

DETAIL C FROM SHEET 6 (1"=30")

PARCEL B

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

ITEM:

APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 105 LOTS IN TRACT 4220 VILLAGE 23 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION:

Adopt Resolution Approving Final Map for Tract 4220 Village 23 within the Woodlands East District, Totaling 105 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC

SUMMARY:

The proposed Final Map for Tract 4220 Village 23 (Tract 4220), included as Attachment "E", is within the Woodlands East District of Phase 2 for the River Islands Project. Califia, LLC (River Islands) is proposing one hundred and five (105) 55' x 100' residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map for Tract 4220, to be recorded pursuant to the terms of the escrow instruction included as Attachment "D" and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands by Resolution included as Attachment "A".

BACKGROUND:

On June 14, 2021 the City of Lathrop City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On March 25, 2024 City Council approved Tract 4205 Woodlands East Large Lot Final Map (LLFM) to create 23 undevelopable parcels. On March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District. The land for the proposed Final Map for Tract 4220 is within the geographic boundaries of VTM 6716 and LLFM 4205.

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

The total cost of the improvements for Tract 4220 is \$3,487,000, however a large portion of the improvements have already been constructed and therefore do not need to be guaranteed. Performance and labor & material securities have been provided with the SIA for Tract 4220 that guarantees the unfinished improvements in the amount of:

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

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

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

Tract 4220 will need to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City, Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA). Approval of Annexation into City of Lathrop CFD 2023-1 is proposed with this Council item. Annexation into additional CFDs administered by RD 2062 and RIPFA is required as part of the escrow instructions prior to recording of the final map.

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

River Islands has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

Do	cuments	Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
5.	Street Improvement, Landscape, Light & Joint Trench	Completed
6.	Geotechnical Report	Completed
7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed

9.	Allocation of Water and Sewer capacity	Completed
		Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Preliminary Guarantee of Title	Completed
13.	Escrow Instructions	Completed
14.	Tract 4220 Village 23 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Approval pending with this item
Fees	5	Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

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

ATTACHMENTS:

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

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

APPROVALS

City Manager

Versier & Bappan	05/20/2024
Veronica Albarran	Date
Junior Engineer	
2	
Bul	5/20/2024
Brad Taylor	
City Engineer	
	,
(all) Oct	5/23/2024
Cari James	Date
Finance Director	
	5.22.2024
Michael King	Date
Assistant City Manager	
\rightarrow A	
	5.22.2024
Salvador Navarrete	Date
City Attorney	
- face	5.30.24
Stephen Salvatore	Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4220 VILLAGE 23 WITHIN THE WOODLANDS EAST DISTRICT, TOTALING 105 RESIDENTIAL LOTS, ANNEXATION INTO CFD 2023-1, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CALIFIA, LLC

WHEREAS, on June 14, 2021, the City of Lathrop City Council approved Vesting Tentative Subdivision Map (VTM) 6716; and

WHEREAS, on March 25, 2024, the City of Lathrop City Council approved Woodlands East Large Lot Final Map (LLFM) 4205; and

WHEREAS, on March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District, within Phase 2 of the River Islands project; and

WHEREAS, the land for the proposed Final Map for Tract 4220 is within the geographic boundaries of VTM 6716 and LLFM 4205; and

WHEREAS, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, Califia, LLC, provided performance and labor & material securities with the SIA for Tract 4220 that guarantee the unfinished improvements in the amount as follows:

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

; and

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

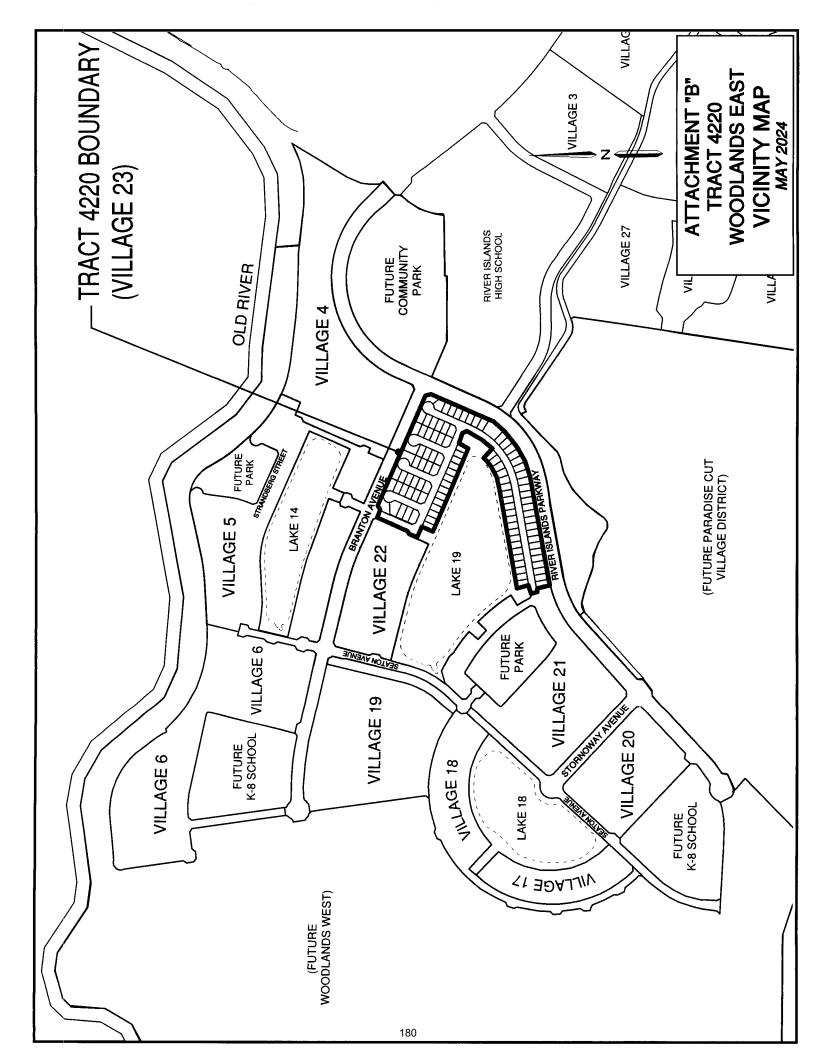
WHEREAS, Tract 4220 needs to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve Annexation into City of Lathrop CFD 2023-1. Additional CFDs administered by Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA) are recorded and included as part of the Escrow instructions; and

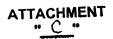
WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment D to the City Manager's Report that accompanies this Resolution, by depositing necessary sums and required security to guarantee execution of the documents related to the SIA.

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

- 1. The Final Map for Tract 4220 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized once the terms and conditions of the escrow instructions are met.
- 2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with Califia, LLC in substantially the form as attached to the June 3, 2024 staff report.
- 3. Annexation into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) in substantially the form as attached to the June 3, 2024 staff report.

PASSED AND ADOPTED by the City day of June 2024 by the following vote:	Council of the City of Lathrop this 3 rd
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Sonny Dhaliwal, Mayor
ATTEST:	APPROVED AS TO FORM:
Teresa Vargas, City Clerk	Salvador Navarrete, City Attorney





SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

CALIFIA, LLC,

CALIFORNIA LIMITED LIABILITY COMPANY

FOR TRACT 4220 VILLAGE 23 105 RESIDENTIAL LOTS

RECITALS

- A. This Agreement is made and entered into this 3rd day of June 2024, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and Califia, LLC, a California limited liability company, (hereinafter "SUBDIVIDER").
- B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4220 Woodlands East Village 23 (Tract 4220). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4220 located within the Woodlands East District of River Islands Phase 2, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided by SUBDIVIDER that guarantee the unfinished improvements for Tract 4220, in the amount shown in Section 8 of this agreement.
- C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4220 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4220. Improvement plans, and street light plans have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4220 are required security as outlined in this Agreement is required.

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Woodlands East Village 23

neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

- 2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4220, or June 3, 2025, whichever comes first.
- 3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
- 4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
- 5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.
- 6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$348,700, equal to 10% of the estimated cost of the Improvements for the Woodlands East Village 23 neighborhood (\$3,487,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.
- 7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, or fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

8. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4220 as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

Table 1 – Bond Values

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

- 9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.
- 10. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.
- 11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.
- 12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or

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

- 13. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.
- 14. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.
- 15. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.
- 16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.
- 17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors,

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

- 18. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.
- 19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4220.
- 20. The following miscellaneous provisions are applicable to this Agreement:
- a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.
- b. Definitions. The definitions and terms are as defined in this Agreement.
- c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.
- f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed

falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

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

ATTACHMENTS:

EXHIBIT A FINAL MAP - TRACT 4220

EXHIBIT B TRACT 4220 WOODLANDS EAST VILLAGE 23 AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: WOODLANDS EAST VILLAGE 23 UNFINISHED IMPROVEMENTS AND

FULL IMPROVEMENTS COST ESTIMATE

	vision Improvement Agr 4220 Woodlands East V	•	LC)		
	TITNESS WHEREOF, 2024, at Lathrop, Calif		have execute	ed this Agreement on thi	s 3rd day of
City	EST: TERESA VARG Clerk of and for the Ci throp, State of Californ	ty	munic	OF LATHROP, a cipal corporation of the of California	
BY:	Teresa Vargas City Clerk	Date	BY:	Stephen J. Salvatore City Manager	Date
APPF BY:	Salvador Navarrete City Attorney	S. 22-202 Date		OP CITY ATTORNEY	

Subdivision Improvement Agreement (Califia, LLC) Tract 4220 Woodlands East Village 23
SUBDIVIDER
Califia, LLC, a California limited liability company
BY:
Susan Dell'Osso
President

EXHIBIT "A"

FINAL MAP - TRACT 4220

OWNER'S STATEMENT

THE UNDERSONED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE UNDERSONED, AND EMBRACED WITHIN THE SETEMEN BRONDOWN THE OF THE SERVE BARGOON OF THAT WE AREN BARGOON OF THE OFFICE STATE OFFICE AND THE OFFICE OF

- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
- 10 THE CITY OF LATHROP FOR PUBLIC RICHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNARED. SAID MARKED AS ELLINGTON WITH, "WARACK STREET, ERREALING COURT, TOLOEDO COURT, SOLIDIDE COURT, BANNETT CASID, WAR BANNETT STREET AS SHOWN ON THIS TRAIL MAY.
- A NON-EXCLUSIVE EXECUTOT OTHE CITY OF LATHORP TOCKTHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPORTS WITH A DELEGATION WITH CALL OF WITH A MANUAL POLICE WITH CALL OF THE STANDARD OF THE PARKES, OF LAND AS SHOWN OF THIS THAIL WAP DESIGNATED AS "PUE," (POBLIC UTLIN'E ASSUMEN). ć,
- A MON-EXCLUSIVE EASEMENT TO THE CITY OF LATHERP, TOGETHER WITH THE PIGHT TO CONSTRUCT, RECONSTRUCT, RALL MAP.
 INSTRUMENTO AS "WE!" (WALL DESCRIPTION.)
- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
- PARCEL A TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SYOWN ON THIS FINAL MAP.

-

THE UNDERSIONED DOES HERBEY PELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 1, 21, 22, 32 AND 33 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL."ZZZZZZZ, AS SHOWN ON THIS TRAIL MIT, 2, 22, 32 AND 33 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL."ZZZZZZZ, AS SHOWN ON THIS TRAIL MIT, 2, 22, 32 AND 33 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL."ZZZZZZZZ, AS SHOWN ON THIS TRAIL.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS FINAL WAS, ALL GROAND WATER RIGHTS THAT THE UNDERSOUNDED MAY HARE WITHIN THE DISTINCTIVE BORDER UPON THIS WAS, HEREBY ARE DEDICATED TO THE CITY OF LATHFORD AND THE CITY OF THE CITY OF

OWER NITBUS TO SUBDINDE THE LAND SUBLICT TO THE MAY THAN AND LEPREMA RESISTS OF OTHER WATEN NITBUSS TO WHICH THE SUBLICT LAND IS NITBUSD THEREWAY. PROCHARM, PRESIDENT OF THE LANDS, WHETHER SUCH WATER GAINS SHALL ER REPARAM, OPERATING, LITERAL, FRECOLATING, RESSENDING, ADDICATED, STATUDEN OF CONTRIBUTION OF THE SUBLICT LANDS WHITH THE PROCHARM OF THIS MAY OF STATUDEN TO STATUDEN THE PRICE DOES.

OWNER: CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

SUSAN DELL'OSSO PRESIDENT BY: NAME: ITS:

TRUSTES'S STATEMENT
OD REPUBLIC THE COMPANY. AS TRUSTES, UNDER THE DEED OF TRUST RECORDED AUGUST 29, 2003, AS DOCUMENT
NUMBER 2003-1917-463, AND AURDED IN DOCUMENT RECORDED REMARKY 4, 2019, AS DOCUMENT NUMBER
2014-011474, AND FURIER ARKNED IN DOCUMENT RECORDED AUTY 26, 2019, AS DOCUMENT NUMBER 2019-07300,
THE DEED OF TRUST RECORDED APRIL 16, 2020, AS DOCUMENT NUMBER 2019-074645, AND AS ARKNED IN DOCUMENT RECORDED AUGUST 34, 2022, AS DOCUMENT NUMBER 2012-14642, AND TURITED AMENDED IN DOCUMENT RECORDED AUGUST 34, 2023, AS DOCUMENT NUMBER 2012-14614, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DAY OF DATED THIS BY: NAME: ITS:

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERHES ONLY THE IDENTITY OF THE UNDIVIDUAL WIS OSTERO, THE COLORING THE SCHILL WIS OF THE MODIFICATE IS ATTACHED, MID THE TRUTHER THEORY OF WALDITY OF THAT DOCUMENT

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

ON A NOTARY DUBLIC, REBSONALLY APPEARD.

A NOTARY DUBLIC, REBSONALLY APPEARD.

WHO PROJECT NAME (S) SANTSACTORY ENDERING TO BET THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSISCIBLED TO THE WITHIN NSTRIMENT, AND ACKNOWLEDED TO BE THAT ME/SPEC THEY EXCLIST THE RAME IN HS/VER/THER ALTHORIZED CAPACITYCLES, AND THAT BY HSS/ARE/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BETHAT OF WHICH THE PERSON(S), ACTED. EXCLISE THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE:
NAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:
MY COMMISSION BUMBER:
MY COMMISSION EXPIRES:

S RIVER ISLANDS - PHASE **TRACT 4220** VILLAGE 23

A PORTION OF RANCHO EL PESCADERO, BEING SJIBDINISION OF PARCEL 5 OF TRACT 4205 (44 MAP 95), WOODLANGS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALFORNIA

MAY 2024



CITY CLERK'S STATEMENT

I, TRESA WARGAS, CITY CLEPK AND CLEPK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALFORNAL ON DETECTS THE THAT THE HERRIEN BROBDED MAS WENTILD. THE AZO, ALLO AZO, RIVER SI AMES-PHASE 2, WILLOZ 23 FMAI MAP, CITY OF LATHROP, CAUFORNAL CONSISTING OF EIGHT (8) SHEETS, HERS STATURINY WAS PRESENTED TO SAID CITY COUNCIL. AS FRONDED BY LAM, AT A MEETING PHEED OF STATURINY WAS PRESENTED TO SAID CITY CONNOT. DO THE CREATED BY THE ASID CITY CONNOT. DO THE CREATED WAR HER THOUGH AND CALFORD TO SAID HAS ADDICATED AT SAID CITY CONNOT. DO THE CREATED AND CALFORD TO SAID THE CALFORD AND CALFORD TO SAID THE CALFORD WE WENT SAID CITY OF THE CITY OF PROJECT AND CALFORD AND CALFORD AND CALFORD THE CALFORD WAS CALLINGTON WAY WORKEN STREET, AS SHOWN ON SEND THE CALLINGTON WAY WORKEN STREET, AS SHOWN ON SEND THE CALLINGTON WAY WORKEN STREET, AS SHOWN ON SEND THE CALLINGTON WAY WORKEN STREET, AS SHOWN ON SEND THE CALLINGTON WAY WORKEN STREET, AS SHOWN ON SEND THE CALLINGTON WAY WORKEN STREET, AS SHOWN ON SEND THE CITY OF THE CHARLED WAS DREAFT TO THE CALLINGTON WAY WORKEN STREET, AS SHOWN ON SEND THE CITY OF THE CHARLED WAS DREAFT. THE CALLINGTON WAY WORKEN STREET, AS SHOWN ON SEND THE CITY OF THE CHARCE WHICH STREET, AS SHOWN ON SEND THE CITY OF THE CHARCE WHICH SAID COURT STREET, AS SHOWN ON SEND THE CITY OF THE CHARCE WHICH SAID COURT, COURT STREET, AS SHOWN ON SEND THE CITY OF THE CHARCE WHICH SAID COURT. STREET, AS SHOWN ON SEND THE CITY OF THE CHARCE WHICH SAID COURT. STREET, AS SHOWN ON SEND THE CITY OF THE CHARCE WHICH SAID COURT. STREET, AS SHOWN ON SEND THE CITY OF THE CHARCE WAS SHORT TO CALLINGTON OF ELLINGTON OF ELLINGTON OF ELLINGTON OF THE CITY OF THE CHARCE WAS SHOWN ON SEND THE CHARCE WHICH SAID COURT. STREET, AS SHOWN ON SEND THE CHARCE WAS SHOWN OF STREET.

ALSO, PUESUANT TO SECTION 66434(s) OF THE CALIFORMA, SUBDIVISION MAP ACT, THE CITY OF LATHROP POESSES EFFERSY ABANDON, THE MAY-ESCHOOLS PUBLIC LITYER STATES THE TRACET ASSESTING MAP RECORDED, PRINT 24, 2024, N BODK 44 OF MAPS AND PLATS, PAGE 85, OFFICIAL RECORDS OF SAN JOAQUN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

TÜRESA VARGAS TOT CERK AND QLEK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALFORNIA

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICALT, VERFIES ONLY THE (DENTITY OFFI IN INSTITUTIONAL WIGH SINGALAND TO WHOLD HIS CERTIFICALE IS ATTACKED, AND HIM ET ROTHERUNESS, ACCORRACY, OR VALURY OF HAIT DOCUMENT

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

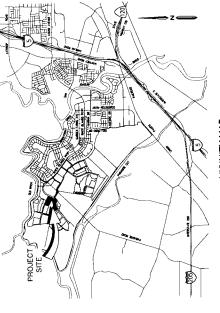
ON A NOTARY DIBLIC, PERSONALLY APPEARD, 1. 2024 BEFORE ME, WHO PROVED TO A NOTARY DIBLIC, PERSONALLY APPEARD, OF THE WINNER BASIS OF SATIBSACTORY FUNDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSORBED TO THE WINNER NATIONALLY, AND ACKNOWEDOED TO WE THAT IT SPECIFIED THE SOLID THE SAME IN HIGHER THERE ALTHORIZED CAPACITYCHES, NAD THAT BY HIS/ARE/THER SOLANIZER(S) ON THE NESTIMENT THE PERSON(S), OR THE DISTRIBUTENT.

CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAMS OF THE STATE OF CALFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE. AND CORRECT.

MINESS MY HAND:

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

EXEMPT FROM FEE PER GOVERNMENT CODE 273881; DOCUMENT RECORDED IN COMMECTION WITH A CONCUMENT TRANSFER SUBJECT TO THE IMPOSTION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4908.

2024

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

DAY OF

DATED THIS

CITY ENGINEER'S STATEMENT

I, BRAD, R. TAYLOR, HEREPY STATE THAT I, AM. THE CITY ENGNEER OF THE CITY OF LITHEOP, CALIFORNIA AND THAT I HAVE EXAMINED THIS THALL MAP OF "TRACT 422D, RIVER ISLANDS—HEREZ. Z. MLLGE SZ, CITY OF ON THE VESTING INTENTAL THE THE STANDS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEADED. WHE VESTING INTENTAL WE NOTHER STANDS THAT OF THE SAME AS IT APPEADED. THE STANDS THAT ALL PROVISIONS OF CHAPTIRE 2 OF THE CALIFORNIA STATE SUBJUNCION MAP ACI AND, APPLICABLE ORDANICS OF THE CITY OF LITHEOP, AND ANY AMENÜMENTS THERETO, APPLICABLE AT THE THE OF APPROVAL OF VESTING THAT THE

2024. DAY OF DATED THIS.

BRAD R. TAYLOR, R.C.E. 92823 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDER'S STATEMENT

DAY OF WAPS AND PLATS, AT PAGE 2024, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY. FILED THIS ... ₩ E

ASSISTANT/DEPUTY RECORDER .: B STEVE BESTOLARIDES
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA ω SHEET 1 OF

∞ Я \sim SHEET

CITY SURVEYOR'S STATEMENT

I, DARRIL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMNED THS FINAL WAP OF "TRACT 4220, BORR ISLANDS — HAVES 2, WILDAGG 22 FINAL WAP" CITY OF LATHORP, CALFORNIA, AND I AM SATISTED THAT THIS TINAL MAP IS TECHNICALLY CORRECT.

2024.
Ь
DAY
E.S
DATED



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

SURVEYOR'S STATEMENT

THIS MAP WAS PREVARED BY WE OR LINGER UP DRECTION AND IS BASED UPON A FIELD SURVEY IN CONFIDENCE WITH A FLOW CONFIDENCE WAS A FLOW LOCAL CONTINUED.

NO CONFIDENCE WAS A FLOW WAS A FLOW OF SURVEY WAS A FLOW LIFE WITH A FLOW WAS A FLOW OF THE REDUCE WAS A FLOW LIFE WAS A FLOW FOR COMPANIONE THE WAS A FLOW FLOW CONFIDENCE OF HIGH THE WILL BE ST IN HIGH SEPROYS BYSINGS BEFORE ON HIS 1, 2025, AND THAT IT WE WONDERS WE, OR THAT THE STATE Y TO BE RETAINED ON THAT IT WAS A FLOW FINAL WAS A SERVED WAS A SERVED WAS A FLOW FROM THE STATE Y THE WAS AND THAT THE STATE Y THE WAS A FLOW FROM THAT WAS A FLOW FRAIL WAS A FLOW FROM THAT WAS A FLOW FRAIL WAS A FL

2024.
90
DAY OF
TED THIS



DYLAN CRAWFORD, P.L.S. NO 7788

FIGURE 10 FARM STATEACH.

RECHT TO FARM STATEACH.

RECHT OF CATHAGO WINDOAL CODE OF GROWANGES, THE 15, CHAPTER 15,480 M. THE CITY OF LATROPE PROBLEMS OF CATHAGO WINDOAL MAT THE MASS AND OFFERANCE OF CATHAGO WINDOAL MAT THE PROPERTY TO LARGE PROBLEMS. WAS THE PROPERTY OF CATHAGO WINDOAL MAT THE PROPERTY OF CATHAGO WINDOAL WAS THE PROPERTY OF WINDOAL WAS THE PROPERTY OF WINDOAL WAS THE WAS THE CATHAGO WINDOAL WAS THE WAS THE CATHAGO WINDOAL WAS THE RELEGION OF THE CATHAGO WINDOAL WAS THE WAS THAT A MEST WAS THE CATHAGO WINDOAL WAS THAT WHE SELFON OF THE CATHAGO WINDOAL WAS THAT WE WHIST INCLUDE 6450 ARREST WINDOAL WAS THAT W

THACT 4220 AREA SUMMARY	JMMARY
LOIS 1 IHROUGH 99	13.232 AC±
PARCEL A	1.586 AC±
STREET DEDICATIONS	6.450 AC±
TOTAL	22.030 AC±
DESIGNATED REMAINDER	0.762 AC±

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023386-UR (KERSION 1), DATED APRIL 24, 2024, PROMDED BY OLD REPUBLIC TITLE COMPANY.

₹.

RIVER ISLANDS - PHASE 2 **TRACT 4220** VILLAGE 23

A PORTION OF RANCHO EL PESCADERO, BENG SUBDIVISON OF PARCEL 5 OF TRACT 4206 (44 MAP 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQJIN COUNTY, CALFORNIA

MAY 2024



- (R1) TRACT 4205, RIVER ISLANDS-PHASE 2, WOODLANDS EAST LARGE LOT FINAL MAP, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, S.J.C.R. (44 MAP 95)
- 2024, IN BOOK (R2) TRACT 4215, RIVER ISLANDS-PHASE 2, VILLAGE 22 FINAL WAP, FILED 44 OF MAPS AND PLATS, PAGE ____ S.L.C.R. (44 W&P ___)

SIGNATURE OMISSIONS PURDANT TO SECTION 66436 OF THE CALFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITED:

RECLAMED ISLANDS LAND COMPANY, RESERVATION FOR OU. GAS, IMMERIAS, AND OTHER HTGHCARROW SIGSTANCES LITING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001—10046177, SLG.R.

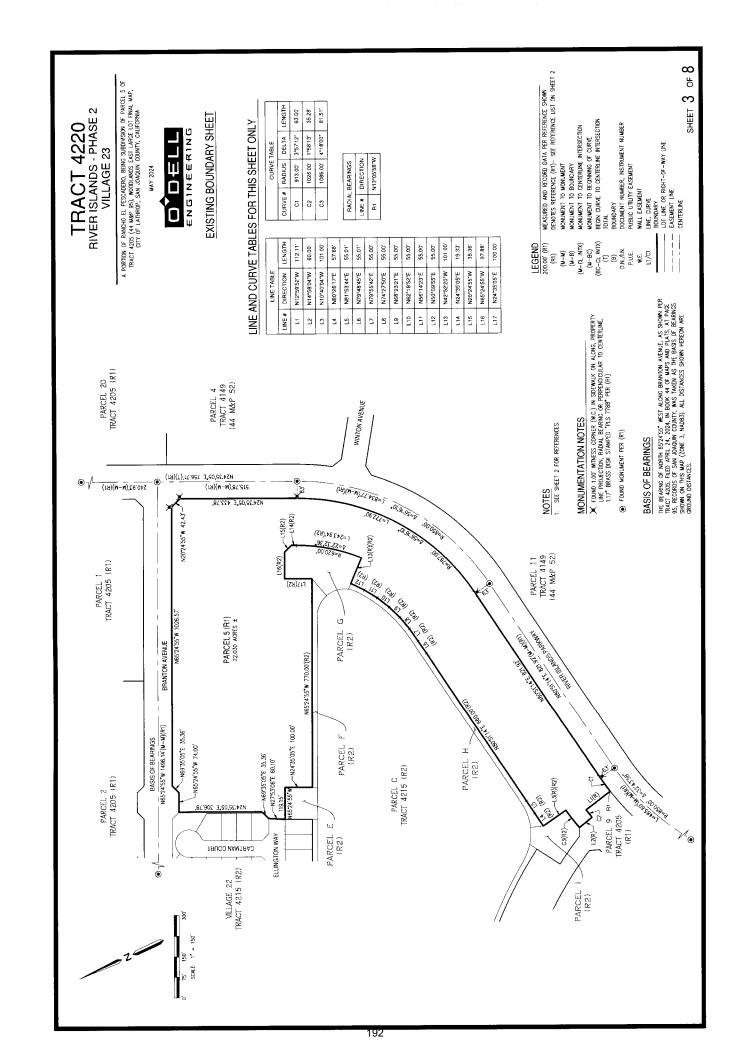
EASEMENT ABANDONMENT NOTE
THE NON-EXCUSIVE PUBLIC UTILITY EASEMENT (P.D.E.) FOR PUBLIC PURPOSES BEDICATED PER TRACT
4-205 FINAL MAP FROEDED APPLY 42, 2204, IN BOOK 44 OF MARS AND PATIS, PAGE 85, OFFICIAL
RECORDES OF SAN JANQUIN COLUMY, WITHIN PARCEL 5 OF TRACT 4205 IS BENIC ABADDINED BY THIS
FINAL MAP, PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

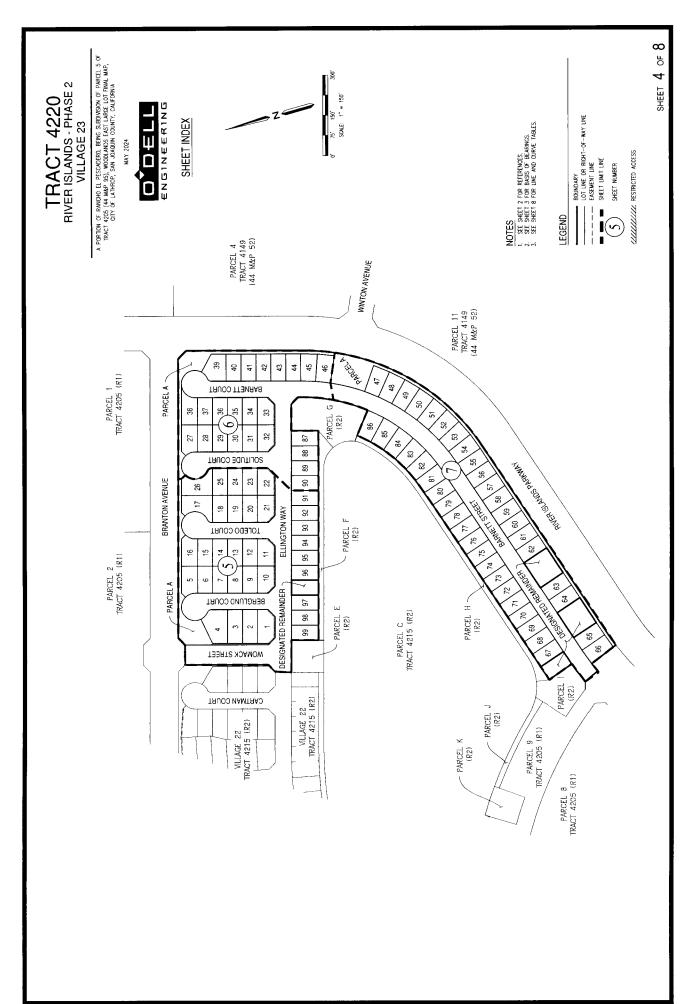
CERTIFICATE OF DEDICATION

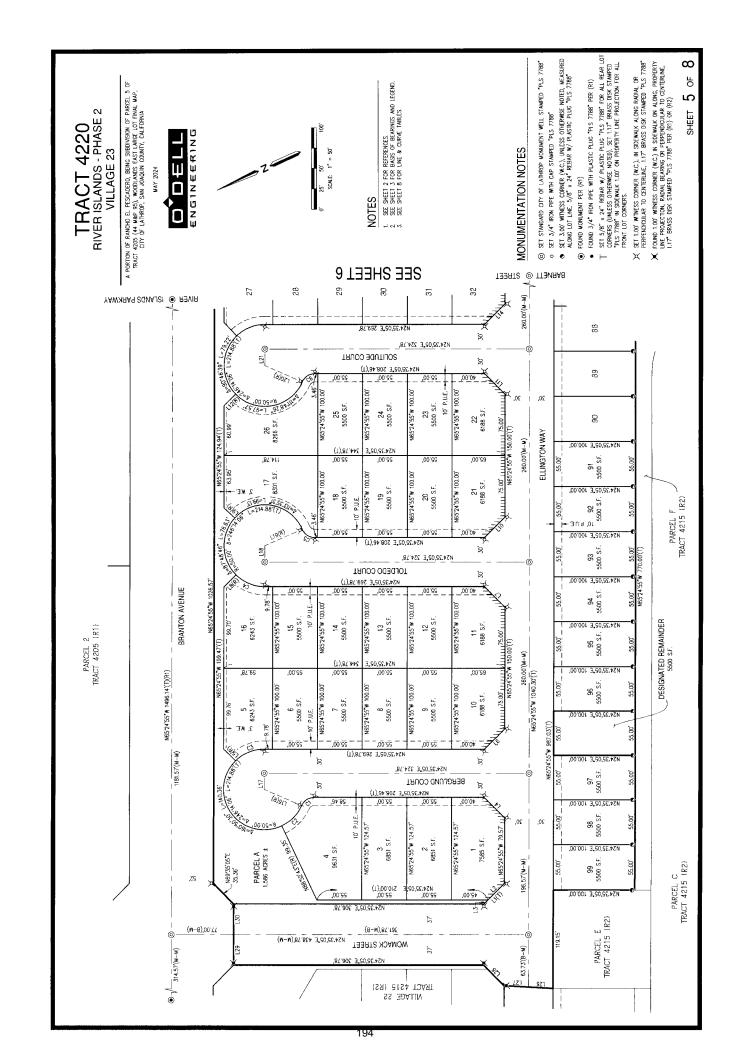
THE FOLLOWING REAL PROPERTY IS DEDICATED BY CALIFIA, ILC, A CALIFORNIA LIMITED LIABILITY COMPANY

PARCEL A TO THE CITY OF LITHROP FOR PHPROSES OF OPEN SPACE, LANDSCAPING, PUBLIC LITHRES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENETIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAIN.

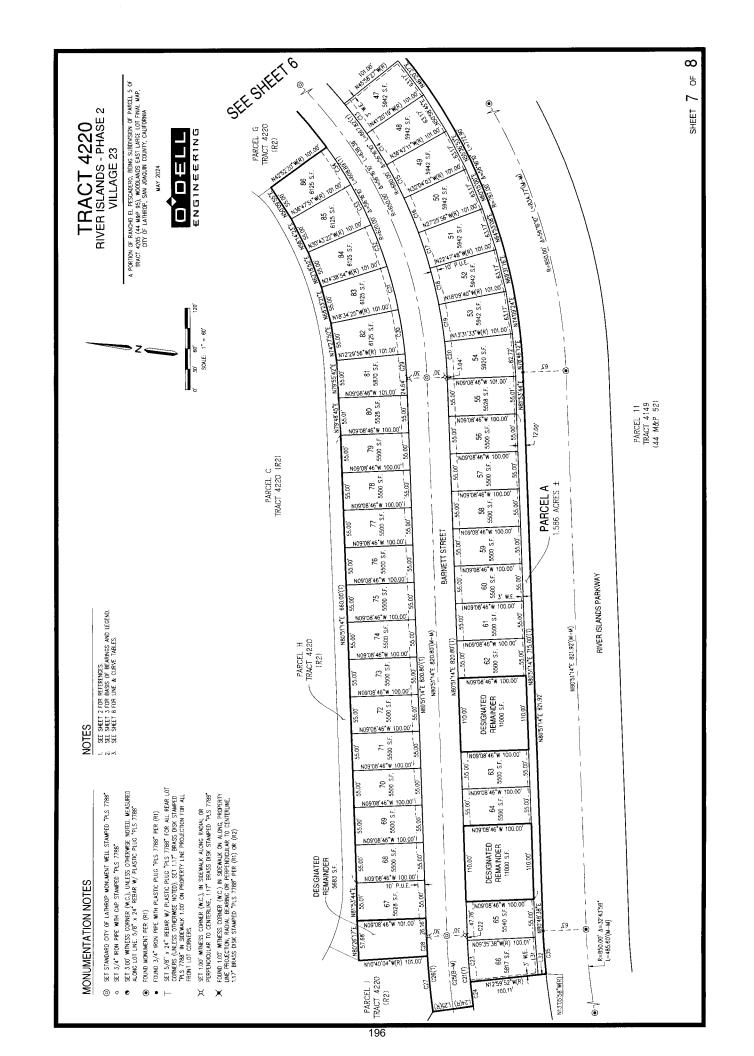
THE CITY OF JATHOP SHALL RECONNET THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DETERMINATION THAT PURSUANT TO COVERNAENT COOR SECTION 66477.3 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDUCATED DOES NOT 5031.







SEE SHEET 7



TRACT 4220
RIVER ISLANDS - PHASE 2
VILLAGE 23

A PORTION OF RANCHO EL PESCAUERO, ERRO SUBDIANSON OF PARCEL 5 OF TRACT 4205 (44 MAP 95), WOODLANDS EAST LARGE (10 TRALL MAP).

ANY 2024

U
z
_
¥
ш
Ψ
ż
Ξ
ט
z
Ψ
4

	LINE TABLE			CURVE	2
LINE #	DIRECTION	LENGTH	CURVE	# RADIUS	_
5	N20*24'55'W	35.36	5	17.00'	99
77	W20°24'55'W	28.28	8	50.00	4
ខា	N20°24'55'W	7.07	8	20.00.	4
14	3.50.52.69N	35.36	2	.00:00	4
57	∃£1.£≱.69N	20.88	S	17.00	9
97	N20°24'55"W	35.36	8	17 00.	ĕ
77	N69*35'05"E	35.36	C2	50.00	4
87	N20°35'06"W	20.92	80	.00:05	86
67	N67°13'40"E	17.97	60	50.00	6
C10	N20°24'55"W	35.36	010	17 00.	9
5	N69*35'05"E	35.36	C11	.00:089	9
L12	N19°50'36'W	20.01	C12	.00'089	4
113	N70°56'04"E	22.44	C13	.00.089	4
14	N20°24'55"W	35.36	014	.00.089	4
115	N69°35'05"E	35.36	015	.00:089	4
116	N48°20'58"E	50.00	016	.00.089	4
717	N65°24'55"W	20.00	C17	.00.089	4
118	N65°24'55"W	20.00	C18	.00'089	4
119	N0*49'11"E	50.00	610	.00.089	4
120	N48°20'58"E	50.00	C20	680.00	4
121	N65°24'55'W	20.00	C21	1026.00	2
757	N0°49'11"E	50.00	C22	1026.00	٥
123	N65°24'55"W	20.00	CZ3	1026.00	<u>_</u>
124	N14"58'04"W	30.00	C24	1026.00	_
125	N14"58'04"W	30.00	C25	1056.00	S
126	N27°53'06"E	30.05	C26	1086.00	2
127	N27"53"06"E	30 02.	C27	1086.00	4
738	N69°35'05"E	35.36	C28	1086.00	_
1.29	N65°24'55"W	37.00.	C23	620.00	<u>۳</u>
L30	N65°24'55'W	37.00	C30	620.00	6
131	N78°36'20"E	55.00	C31	620.00	9
L32	N12°59'52"W	12.00.	C35	620.00	l °
					ļ

				CURVE	TABLE	
	LENGTH	CURVE	WE #	RADIUS	DELTA	LENGTH
	35.36		5	17.00.	66°14'06"	19.65
	28.28	Ľ	22	50.00	40°31'45"	35.37
	7.07	0	ဒ	50.00	44°51'52"	39.15
_	35.36		3	.00'09	44°49'49"	39.12
_	20.88		cs	17.00	66°14'06"	19.65
	35.36		8	17 00.	66°14'06"	19.65
	35.36	Ľ	C7	50.00	43:39:01*	38.09
_	20.92		83	50.00	*65.65-68	78.54
_	17.97	0	60	50.00	37°37'29"	32.83
-	35.36	٥	010	17 00.	66*14'06"	19.65
_	35.36	0	110	.00.089	3°52'04"	45.90
-	20.01	0	C12	.00.089	4°38'08"	55.02
-	22.44"	0	C13	.00.089	4°38'08"	55.02
\rightarrow	35.36	0	C14	.00.089	4°38'08"	55.02
-	35.36	Ľ	C15	.00.089	4°38'08"	55.02
$\overline{}$	50.00	0	016	.00 089	4°38'08"	55.02
$\overline{}$	20.00	L	C17	680.00	4°38'08"	55.02
-	20.00	٥	C18	.00'089	4"38'08"	55.02
\rightarrow	.00'09	٥	C19	.00.089	4°38'08"	55.02
\rightarrow	50.00	Ö	C20	680.00	4°22'47"	51.98
-	20.00		C21	1026.00	5.49'19"	104.25
\rightarrow	50.00	6	C22	1026.00	0°26'52"	8 02
\rightarrow	20.00	6	C23	1026.00'	3°24'14"	.96.09
-	30.00	8	C24	1026.00	1°58'13"	35.28
-	30.00	Ö	C25	1056.00	5.49.19"	107 30'
_	30.05	i i	C26	1086.00	5.49'19"	110.35
\rightarrow	30 02.	0	C27	1086.00	4°18'00"	81.51
- 1	35.36	0	C28	1086.00	1°31'18"	28 84
_	37.00.	0	C29	620.00	3°21'10"	36.28
_	37.00		030	620.00	6.04'29"	65.73
_	.0025	O	C31	620.00	6.04'29"	65.73
\rightarrow	12.00	0	283	620.00	6.04.29"	65.73
		6	c33	620.00	6.04.58	65.73
		8	C34	620.00	6.04.29	65.73
		5	235	913.00	3°57'12"	63.00°

EXHIBIT "B"

TRACT 4220 WOODLANDS EAST VILLAGE 23 AREA

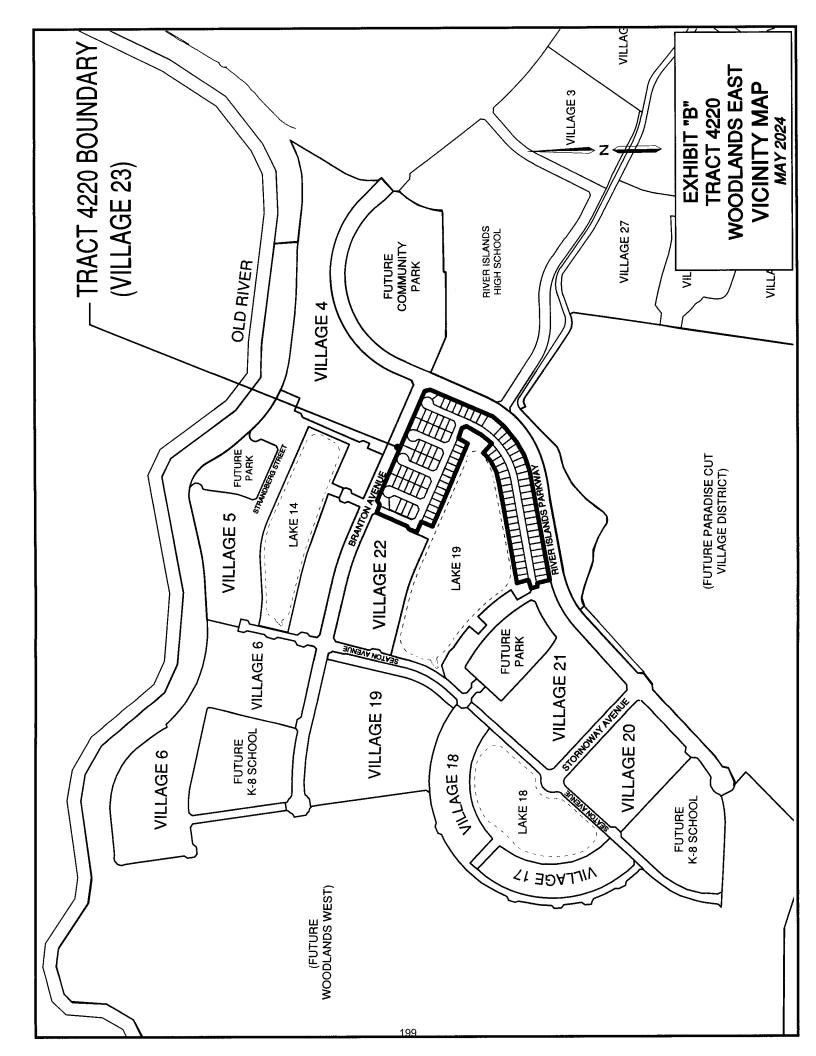


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

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

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

- a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.
- b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.
- c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.
 - d. The policy must contain a cross liability or severability of interest clause.
- e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER License # 0C36861 Los Angeles-Alliant Insurance Services, Inc. PHONE (A/C, No, Ext): FAX (A/C, No): 333 S Hope St Ste 3700 Los Angeles, CA 90071 E-MAIL ADDRESS: **INSURER(S) AFFORDING COVERAGE** NAIC# INSURER A: United Specialty Insurance Company 12537 INSURED INSURER B: Califia, LLC INSURER C: 73 W. Stewart Rd. INSURER D Lathrop, CA 95330 INSURER E: INSURER F **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR LTR ADDL SUBR INSD WVD POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY TYPE OF INSURANCE **POLICY NUMBER** LIMITS Α X **COMMERCIAL GENERAL LIABILITY** 2,000,000 **EACH OCCURRENCE** CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) 50,000 ATN2418343P X 3/19/2024 3/19/2027 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE 2,000,000 POLICY LOC PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS **BODILY INJURY (Per accident)** PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY UMBRELLALIAR OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Tract 4220 City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents. 30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium. CERTIFICATE HOLDER **CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN City of Lathrop ACCORDANCE WITH THE POLICY PROVISIONS. 390 Towne Center Drive Lathrop, CA 95330 **AUTHORIZED REPRESENTATIVE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not show	n above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

- a. (1) The Additional Insured is a Named Insured under such other insurance;
 and
 - (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis;and
 - (ii) would not seek contribution from any other insurance available to the additional insured.

or

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

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

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

Policy: ATN2418343P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE Name and Address of Other Person/Organization

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

Number of Davs Notice

30

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

VEN 064 00 (01/15) Page 1 of 1

EXHIBIT "D"

WOODLANDS EAST VILLAGE 23

UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE



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

May 13, 2024 Job No.: 25505-32

VILLAGE 23

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

ltem	Description	Quantity	Unit		Unit Price	 Amount
1	Wet Utilities (95% Completion)	1	LS	\$	14,900.00	\$ 14,900.00
2	Joint Trench (60% Completion)	1	LS	\$	339,300.00	\$ 339,300.00
3	AC Paving (0% Completion)	1	LS	\$	374,700.00	\$ 374,700.00
		TOTAL	cos	ГТС	COMPLETE	\$ 728.900.00

Notes:

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



May 13, 2024 Job No.: 25505-32

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

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

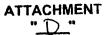
tem	Description	Quantity	Unit	Unit Price	Amount
	STREET WORK				
1	Fine Grading	249,500	SF	\$ 0.45	\$ 112,275.00
2	3" AC Paving	52,300	SF	\$ 1.50	\$ 78,450.0
3	4.5" AC Paving	82,700	SF	\$ 2.25	\$ 186,075.0
4	6" Aggregate Base	52,300	SF	\$ 0.90	\$ 47,070.0
5	8" Aggregate Base	82,700	SF	\$ 1.20	\$ 99,240.0
6	Vertical Curb and Gutter (with AB cushion)	1,500	LF	\$ 15.00	\$ 22,500.0
7	Rolled Curb and Gutter (with AB cushion)	6,600	LF	\$ 15.00	\$ 99,000.0
8	Concrete Sidewalk	40,700	SF	\$ 5.00	\$ 203,500.0
9	Driveway Approach	105	EΑ	\$ 600.00	\$ 63,000.0
10	Handicap Ramps	8	EA	\$ 2,500.00	\$ 20,000.0
11	Survey Monuments	11	EΑ	\$ 300.00	\$ 3,300.0
12	Traffic Striping & Signage	3,900	LF	\$ 5.00	\$ 19,500.0
13	Dewatering (budget)	3,900	LF	\$ 100.00	\$ 390,000.0
	Subtotal Street Work				\$ 1,343,910.0
	STORM DRAIN				
14	Catch Basins (type I inlet over type I manhole base)	22	EA	\$ 2,800.00	\$ 61,600.0
15	Catch Basins (type I inlet over type II manhole base)	2	EA	\$ 5,000.00	\$ 10,000.0
16	Catch Basins (type I inlet over type III manhole base)	1	EA	\$ 7,500.00	\$ 7,500.0
17	15" Storm Drain Pipe (polypropylene)	500	LF	\$ 18.00	\$ 9,000.0
18	18" Storm Drain Pipe (polypropylene)	1,440	LF	\$ 20.00	\$ 28,800.0
19	24" Storm Drain Pipe (polypropylene)	860	LF	\$ 31.00	\$ 26,660.0
20	30" Storm Drain Pipe (polypropylene)	310	LF	\$ 45.00	\$ 13,950.0
21	42" Storm Drain Pipe (polypropylene)	140	LF	\$ 120.00	\$ 16,800.0
22	48" Storm Drain Pipe (RCP)	40	LF	\$ 125.00	\$ 5,000.0
23	Manholes (type I)	3	EA	\$ 3,000.00	\$ 9,000.0
24	Manholes (type II)	1	EA	\$ 5,000.00	\$ 5,000.0
25	Connect to Existing	3	EA	\$ 1,700.00	\$ 5,100.0
26	Storm Drain Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.0
	Subtotal Storm Drain				\$ 199,410.0
	SANITARY SEWER				
27	8" Sanitary Sewer Pipe (PVC)	3,820	LF	\$ 28.00	\$ 106,960.0
28	Manholes (type I)	14	EA	\$ 4,000.00	\$ 56,000.0
29	Sewer Service	105	EA	\$ 600.00	\$ 63,000.0
30	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.0
31	Sanitary Sewer Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.0
	Subtotal Sanitary Sewer				\$ 229,960.0



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

Notes:

- 1) This estimate does not include surveying, engineering, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 3) Joint trench and street lighting based on Power Systems Design estimate to O'Dell Engineering.



June 3, 2024

Via Email and Hand Delivery

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

Re: Recordation of Final Map 4220; Escrow No. 1214023386

Dear Lori:

This letter constitutes the joint escrow instructions ("Escrow Instructions") of River Islands Development Area 1, LLC, a Delaware limited liability company ("RIDA1") and the City of Lathrop ("City") in connection with the above-referenced escrow ("Escrow"). The Escrow was opened in connection with recordation of the above-referenced final map ("Final Map"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "Transaction." Old Republic Title Company is referred to as "you" or "ORTC."

A. Date for Closings

The Final Map will be recorded at the time designated by RIDA1 as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2024, at the time designated in writing by RIDA1, subject to satisfaction of the conditions set forth below (each a "Closing"). If the Final Map has not been recorded by June 30, 2025, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIDA1 for recordation in the Official Records of San Joaquin County, California ("Official Records").

- B.1. One original Final Map for Tract 4220, executed and acknowledged by the City (provided to title by City).
- B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation No. (provided to title by City).
- B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIDA1).
- B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RIDA1).
- B.5 A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2023-1 (Public Facilities) (provided to title by RIDA1).

B.6. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2023-2 (Public Facilities Supplemental) (provided to title by RIDA1).

The documents listed in Items B.1, B.2, B.3, B.4, B.5 and B.6 above are referred to as the "*Recordation Documents*." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance) and (iii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin cindy@goodwinconsultinggroup.net. Susan Dell'Osso Consulting Group, (sdellosso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from RIDA1, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIDA1 and City ("Settlement Statement"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIDA1.

• Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of \$83,141.22, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "Sierra Club Agreement"), constituting the amount of \$3,774.00 multiplied by 22.03 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. Closing Requirements

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

- D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (<u>sdellosso@riverslands.com</u>); (b) Debbie Belmar (<u>dbelmar@riverislands.com</u>); (c) Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>); (d) Salvador Navarrete (<u>snavarrete@ci.lathrop.ca.us</u>; (e) Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;
- D.2. You have not received any instructions contrary to these Escrow Instructions;
- D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;
- D.4 You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;
- D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Brad Taylor at the email addresses set forth above; and
- D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Brad Taylor to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

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

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;
- E.4. Refund any funds delivered to you by RIDA1 that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development Area 1, LLC 73 W. Stewart Road Lathrop, CA 95330 Attn: Susan Dell'Osso

- E.5. Notify Susan Dell'Osso (<u>sdellosso@riverslands.com</u>), Debbie Belmar (<u>dbelmar@riverislands.com</u>), Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>), Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), Monica Garcia (<u>mgarcia@ci.lathrop.ca.us</u>), Teresa Vargas (<u>tvargas@ci.lathrop.ca.us</u>), Sarah Pimentel (<u>spimentel@ci.lathrop.ca.us</u>), and Jose Molina (<u>JMolina@sigov.org</u>) of the completion of the Transaction;
- E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development Area 1, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:
 - (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
 - (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

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

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

Very truly yours,

Stephen J. Salvatore Date Susan Dell'Osso Date
City Manager President
City of Lathrop River Islands Development Area 1, LLC

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA1 and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIDA1 and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company	
By:	
Date:	-

RECORDING REQUESTED BY AND AFTER RECORDATION RETURN TO:

City Clerk City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330

Recorded for the benefit of the City of Lathrop pursuant to Government Code Section 27383

SEVENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) Annexation No. __

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, et. seq., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on June 28, 2023 as Document No. 2023-050810 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Seventh Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on April 19, 2023, in Book 7 of Maps of Assessment and Community Facilities Districts at Page 55 (Document No. 2023-030264), in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the

Rate and Method of Apportionment of Special Tax attached as Exhibit B to the Notice of Special Tax Lien, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Seventh Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated:	, 2024.		
		By:	
		Teresa Vargas, City Clerk,	
		City of Lathrop	

EXHIBIT A

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

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

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.	Legal Description of Property
CALIFIA, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-630-01 (Por.)	Parcel 5 of Tract 4205 as shown in the Large Lot Final Map recorded in the office of the San Joaquin County Recorder on April 24, 2024, in Book 44 of Maps and Plats, at Page 95 as Document Number 2024-033794.

EXHIBIT B

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

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

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

		Maximum Services Special Tax in Tax	Maximum Services Special Tax in Tax
		Zone 1 Prior to the	Zone 1 After the
		Trigger Event	Trigger Event
		(Fiscal Year 2022-	(Fiscal Year 2022-
Type of Property	Lot Size	23)*	23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$432.29 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$349.02 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$320.21 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$272.18 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$252.96 per SFD Lot	\$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
		\$0.00 per Non-	\$0.00 per Non-
Non-Residential Property	Not Applicable	Residential Square	Residential Square
		Foot	Foot

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

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

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

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

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

OWNER'S STATEMENT

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.

- TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS BESIGNATED SAID MAY AS ELLINGTON WAY, WORKAY STEET, ERREALING COMPR., TRUETIC COURT, SOLITUDE COURT, BARNETT COURT AND BARNETT STREET AS SHOWN ON HIS FIREL WAY.
- A NON-EXCLUSIVE ENSEMBY TO THE OITY OF LATHERP TORETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPRESENTED TO A STATE OF LAND AS SCHOME ON THIS THALL MAD EXSURATED AS "PLLE" (POBLIC UTILITY EXSURIED).
- A MON-EXCLUSIVE EASSMENT TO THE COTY OF LATHERP. TOCETHER WITH THE RICHT TO CONSTRUCT, RECONSTRUCT, REPAIR MAY MAINTIN THE SOUND WALLE POON A MAD OFFET THE STEPS OF LAND AS SHOWN ON THIS FINAL WAP. DESIGNATED AS "YE!" ("MALL EXSENENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

PARCEL A TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSDARING, PUBLIC UTILITES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOSS HEREBY RELINDUISH TO THE CITY OF LATHEGP ALL ABUTERS RIGHT OF ADDESS TO LOTS 1, 10, 11, 21, 22, AND 33 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL LAZZZZZ, AS SHOWN ON THE FINAL MAP.

TO ENSURE WUNICPAL WATER SERVACES TO ALL LOTS SHOWN UPON THIS FINAL WAP, ALL CROUND WATER RIGHTS THAT THE UNDEPSIONED MAY HAVE WITHIN THE DISTINCTIVE BORGER UPON THIS WAP, HEREBY ARE DEDICATED TO THE CITY OF LATHORP.

WWER WITERS TO SERVINGE THE LAND SLAGETTO THE MAY HAN HAN THE PREMIA REHTS OF OTHER WATER WITERS TO WHICH THE USENCE THE PRODUCE THE LAND SHETTER THE WITERS TO WHICH THE SHETTER WITERS TO WHICH THE REHEARD STATE OF THE WITER WIT

CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

SUSAN DELL'OSSO PRESIDENT BY: NAME: ITS:

DATE

TRUSTEE'S STATEMENT
OD REPUBLIC THE COMPANY AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED AUGUST 29, 2003, AS DODAMENT
NUMBER 2003-191483, AND ALRIDORN IN BOCKHENT RECORDED JULY 28, 2019, AS DOCAMENT NUMBER
2014-011474, AND INTERER RECORDED ADDIANNET RECORDED JULY 28, 2019, AS DOCAMENT NUMBER 2014-011474, AND INTERER RECORDED APPORT IS, 2020, AS DOCAMENT NUMBER 2019-019465, AND INTERES RECORDED APPORT IS, 2020, AS DOCAMENT NUMBER 2021-01462, AND TRIFIER AND AND INTERES AND INTERES AND ADDIANT RECORDED AUGUST 3, AS DOCAMENT NUMBER 2023-167141, OFFIDAL RECORDS OF SAN JOAGUN CONNY.

2024 DAY OF

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A MOTARY PIBLIC OR OTHER OFFICER COMPLETING THIS CREMITCLITE VERHELS ONLY THE LIGENTITY OF THE MONDALM WHO STANDIN THE DOCUMENT OF WHICH SCREMICATE IS ATTACHED, AND NOT THE TRAINFOLNESS, ACCURACY, OR VALIDIT OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

	WHO PROVED TO	SUBSCRIBED TO	IN HIS/HER/THEIR	THE PERSON(S),	
,2024 BEFORE ME.		ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO	E WITHIN INSTRUMENT, AND ACKNOMLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR	ITHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S),	THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE:

NAME (PRINT):	PRINCIPAL COUNTY OF BUSINESS:	MY COMMISSION NUMBER:

MY COMMISSION EXPIRES:

TRACT 4220 RIVER ISLANDS - PHASE VILLAGE 23 TRACT

A PORTION OF RANCHO EL PESCADERO, BEING SUBDIVISION OF PARCEL 5 OF TRACT 4205 (44 MAP 95), WOODDANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



FNGINEERING

CITY CLERK'S STATEMENT

I, TRESA WARGAS, OTY CLERK AND CLERK OF THE OTY COUNCIL OF THE OTY OF LATHROP, STATE OF CALLIFORMA, DO HERERY STATE THAN THE HEIGHEN BERODED WE RETHING \$1.20.0 HERERY \$2.0.0 HERERY \$2.0.0 HERERY \$2.0.0 HERERY \$3.0.0 HERERY \$3.0. HERERY \$3.0.0 HERERY \$3.0 HERERY \$3.0.0 HERERY \$3.0 HERERY \$3.0.0 HERERY \$3.0 HERERY \$3.0.0 HERERY \$3.0 HERERY \$3.0.0 HERERY \$3.0.0 HERERY \$3.0.0 HERERY \$3.0.0 HERER

ALSO, PURSUANT TO SECTION 66434(g) OF THE CALEGRIAL SUBDIVISION MAP ACT, THE DITY OF LATHROP PORCE SEREBEY ARMONN THE MON-EXCURSOR PUBLIC UTLITY EASUARM, VELLE, DRAY PUBLIC PUBPOSES DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, N BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDED SE SAN JOAQUIN COSHITY, METHIN THE BONNMARY OF THIS FINAL MAP.

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

TREESA VARGAS TO CLERK AND QLERK OF THE OTY COUNCIL OF THE OTY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALFORNIA

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICALT VERFIES ONLY THE IDENTITY OF THE IMPORTABLE WHO STARGED THE DOCUMENT TO WHICH THIS CERTIFICATE, IS ATTACHED, AND THE TENTHULHESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT. ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

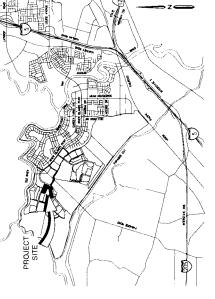
WHO PROVED TO WE ON THE BASSO OF SATISFACTOR'S FOUNDED TO THE WITHIN INSTRUMENT, AND CONNOMEDED TO WE THAT HE/SHE/THEY EXCENTED THE SAME IN HE/BER TO THE WITHIN INSTRUMENT, AND CONNOMEDED TO WE THAT HE/SHE/THEY EXCENTED THE SAME IN HE/BER/THE ALTHORIZED CAPACITYDEES, AND THAT BY ME/HE/THER SOMITIMES) ON THE INSTRUMENT THE PERSON(S). OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXCENTED THE INSTRUMENT. , 2024 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED,

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

MINESS MY HAND:

7.	PRINT):	PRINCIPAL COUNTY OF BUSINESS:	MY COMMISSION NUMBER:	MY COMMISSION EXPIRES:	
SIGNALURE	NAME (PRINT):	INCIPAL COL	COMMISSIO	COMMISSIO	
'n	ž	₹	2	2	

EXEMPT FROM FEE PER GOVERNMENT CODE 2738B1; DOCUMENT RECORDED IN COMMECTION WITH A CONCURRENT TRANSFER SUBJECT THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP

NOT TO SCALE

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4908.

2024

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

DAY OF DATED THIS

CITY ENGINEER'S STATEMENT

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

I, BRUD R. TATOR, HEREBY STATE THAT I AM THE CITY ENGNEETR OF THE CITY OF LATHRRYP, CALLEDRINA AND THAT HERE DAMMED THE STAND AND THE COLLEGIONAL, AND THAT THE STAND STAND CONTROL STATE OF THE STAND STAND

DAY OF DATED THIS

2024.

BRAD R. TAYLOR, R.C.E. 92823 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDER'S STATEMENT

2	
II.	
.M. THE REQUEST OF OLD REPUBLIC TITLE CO	
22	
_ ਰ -	
30	
REQUES	
뿔	
A T	
2024, AT	
w	
PAG	
¥	
ATS	
19	
¥	
DAY OF OF MAPS AND PLATS, AT	
P.A.	
Ιĭ	1
S.	-
Ξž	*
FILED THIS	끮
4 €	44

TTACHMENT

STEVE BESTOLARIDES ASSESSOR-RECORDER-COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA

ASSISTANT/DEPUTY RECORDER 8

R SHEET

ω

CITY SURVEYOR'S STATEMENT

I, DARRY, A ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4220. RES ISLANDS — PHASE 2, YALLOES 25 FINAL, WAP, DITY OF LATHROP, CALIFORNIA, AND I AN SATISTED THAT THIS FINAL WAP IS TECHNICALLY CORRECT.

2024.
7 05
DAY
≅
DATED

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



SURVEYOR'S STATEMENT

THIS MAP WE REPEATED WE GE WIDGE MY DRECHON AND IS BASID BEON A FIELD SURVEY

THIS WAS WERE PREPARED BY WE GE WIDGE WY DRECHON AND IS BASID BEON A FILE WORKER

AT THE RECUEST OF CALFA, LLC, ON WARCH IS 2024 I HERBY STATE ALL THE WIDNERS

AT THE RECUEST OF CALFA, LLC, ON WARCH IS 2024 I HERBY STATE ALL THE WIDNERS WE

FOR POSTIONA BEFORE JUNE 1, 2025, AND THAT THE WARWENTS ARE, OR THAT THE WILL

BE, SHIFTON TO BASIE THE SCARFOT OF RETRACTOR THAT THE WILL

BEST STATEMENT OF CARRENGES OF THE CONDITIONALLY APPROVED VESTING THAT THE WILL

BEST STATEMENT OF CARRENGES OF THE CONDITIONALLY APPROVED. VESTING THAT THE WILL

THE STATEMENT OF CARRENGES OF THE CONDITIONALLY APPROVED. VESTING THAT THE WILL

THE STATEMENT OF THE WARCH THAT THE WARL THE WILL WE WE WERE

THE STATEMENT OF THE WARL THAT THE WARL THE WARL THE WILL WE WE WERE

THE WARL THAT THE WARL THE WARL THAT THE WARL THE WARL THAT THE WARL

202
7 OF
DΑΥ
HIS.
ATED

DYLAN CRAWFORD, P.L.S. NO 7788



ENGLY OF A THENEY.

RIGHT TO FAN STATEMENT.

S

LATHROP TO THE STATE OF THE STA

TRACT 4220 AREA SUMMARY	UMMARY
LOTS 1 THROUGH 99	13.232 AC±
PARCEL A	1.586 AC±
STREET DEDICATIONS	6.450 AC±
TOTAL	22:030 AC±
OFCICHATED SCHAINDES	0. 000.0

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023338-LR (VERSION 1), DATED APRIL 24, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

RIVER ISLANDS - PHASE 2 **TRACT 4220** VILLAGE 23

A PORTON OF RANCHO EL PESCADERO, BEING SUBDIVISON OF PARCEL 5 OF TRACT 4205 (44 MAP 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALFORNIA

MAY 2024



2024, IN BOOK

SIGNATURE OMISSIONS
PHISSANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITED:

RECLAMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, CAS, MINERALS, AND OTHER PROCURENCES LITING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 24TH OF 500 FEET, PER DOCUMENT NUMBER CONTINENT, SJALER.

EASEMENT ABANDONMENT NOTE

THE MON-EXCLUSIVE DUBLIC UPLITY EASEMENT (P.U.E.) FOR PUBLIC PUBPOSES DEDICATED PER TRACE 4235 FMAL MAP RECORDS A RECORDS A MOSA WE PASS, PAGE 55, OFFICIAL RECORDS OF SAN LAAQUIN COUNTY, WITHIN PARCEL, 5 OF TRACE 4225 IS BEING ABANDONED BY THIS FIRAL MAP. PEASE FERE TO THE CIT CLERK'S STATEMENT ON SHEET I.

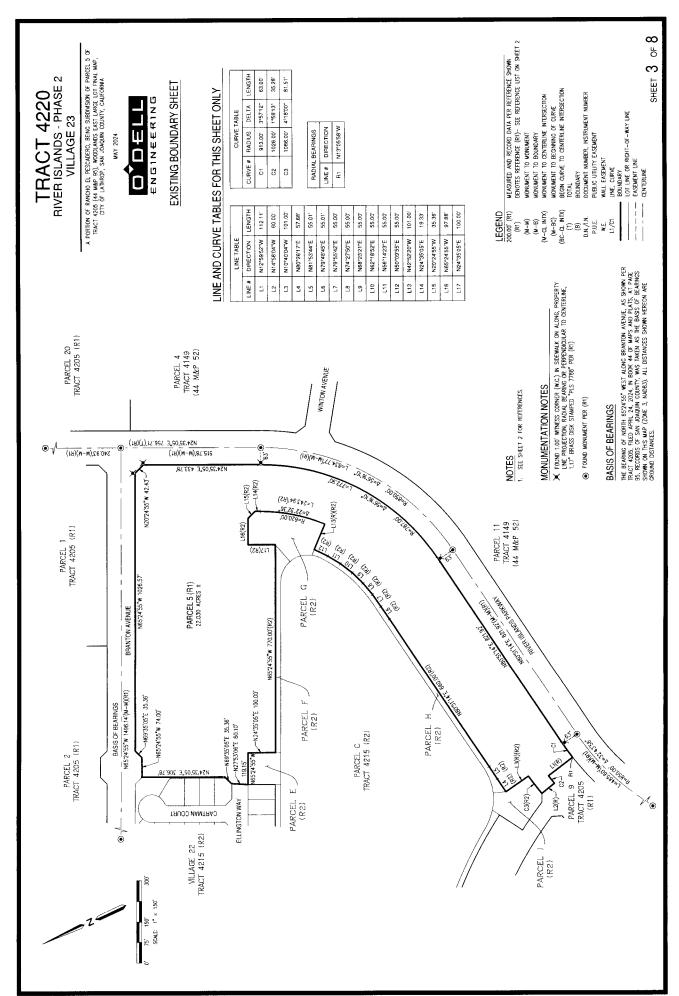
CERTIFICATE OF DEDICATION

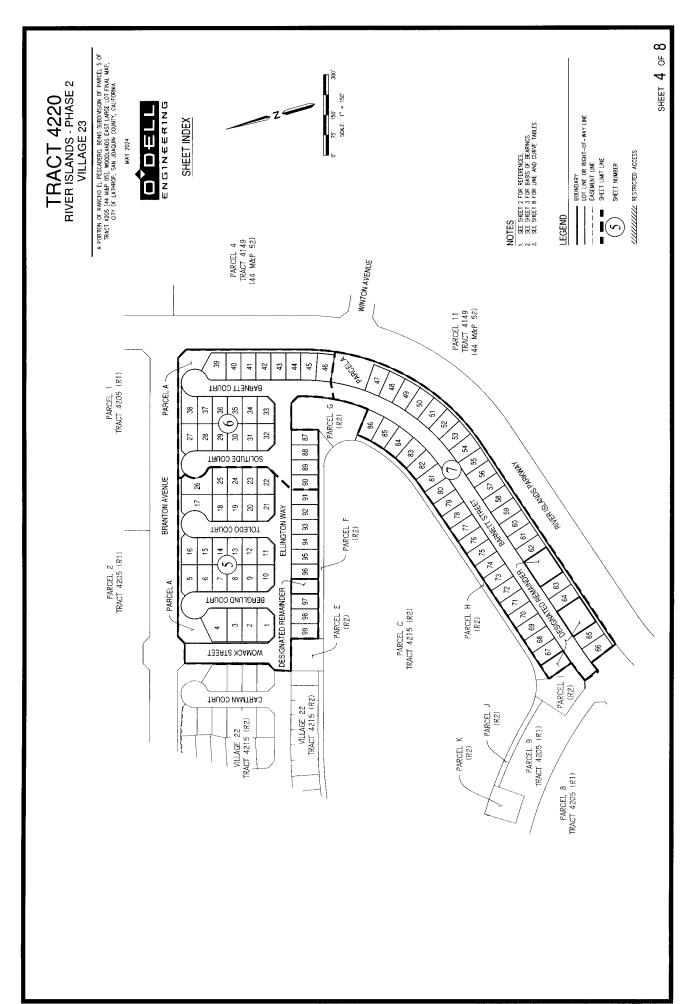
THE FOLLOWING REAL PROPERTY IS DEDICATED BY CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

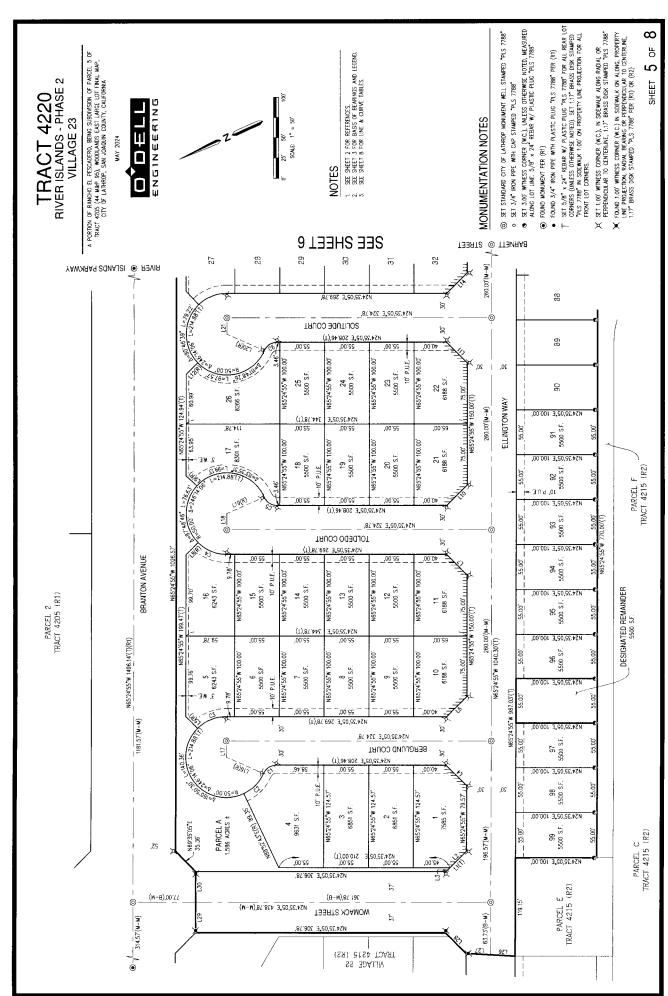
AS FOLLOWS:

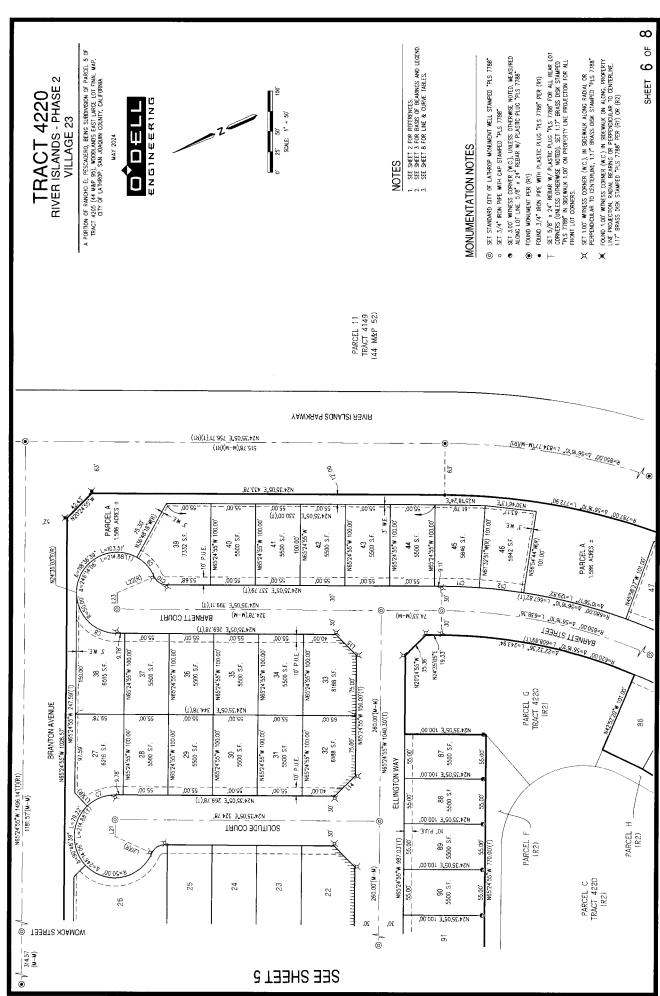
PARKEL A TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES, FERCE MAINTENANCE, AND APPURITAMACES THERETO, FOR THE BENETIT OF THE PUBLIC, AS SHOWN ON THIS FIRST, MAPAN.

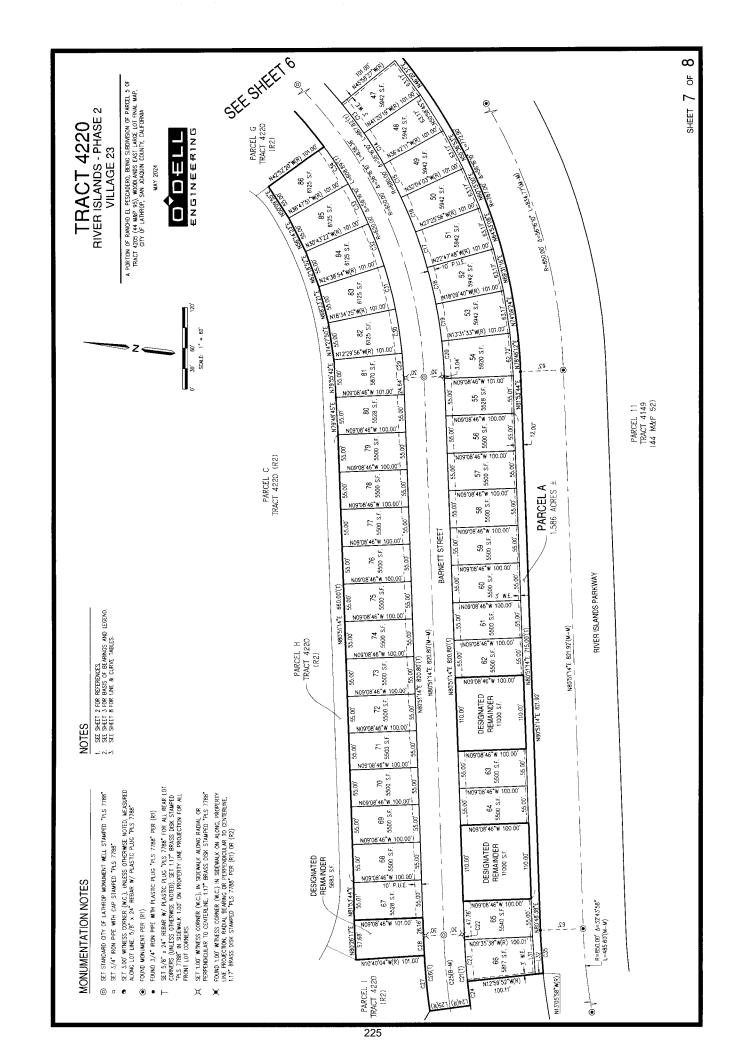
THE CITY OF LATHROP SHALL RECONEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A MEMBERHANTON THAT PROSESSANT TO PORCHANKET CODE SECTION 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS EDUCATED DOCKS NOT EXIST.











TRACT 4220
RIVER ISLANDS - PHASE 2
VILLAGE 23
VILLAGE 24
VILLAGE 24
VILLAGE 25
VILLAGE 2



				!	
	LINE TABLE			CURVE	TABLE
LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA
5	N20"24'55'W	35.36	13	17.00	66°14'06
2	N20"24'55"W	28.28	C2	50.00	40°31'45
13	N20°24'55'W	7.07	8	50.00	44°51'52
7	N69°35'05"E	35.36	3	20:00,	44,49.49
1.5	N69°43'13"E	20.88	SS	17.00	66°14'06
97	N20"24'55'W	35.36	క	17.00	66"14'06
77	N69"35'05"E	35.36	63	50.00	43.39.01
83	N20"35"05"W	20.92	80	50.00	89°59'59
67	N67°13'40"E	17.97	60	50.00	37°37'29
120	N20°24'55"W	35.36	010	17 00	66"14"06
5	N69"35'05"E	35.36	5	.00'089	3°52'04'
112	N19°50'36"W	20.01	C12	.00 089	4°38'08'
113	N70°56'04"E	22.44	013	.00'089	4"38'08"
L14	N20°24'55"W	35.36	C14	680.00	4°38'08'
115	N69°35'05"E	35.36	512	.00 089	4°38'08
L16	N48°20'58"E	50.00	C16	.00.089	4°38'08
417	N65°24'55'W	20.00	212	.00'089	4°38'08
118	N65°24'55"W	20.00	615	.00.089	4°38'08
1.19	N0°49'11"E	50.00	610	.00.089	4°38'08
120	N48°20'58"E	50.00	CZO	.00'089	4°22'47
L21	N65°24'55'W	20.00	C21	1026.00	5,49,19
122	N0*49'11"E	50.00	C22	1026.00	0"26'52
L23	N65°24'55"W	20.00	C23	1026.00'	3°24'14
L24	N14"58'04"W	30.00	C24	1026.00	1°58'13
125	N14"58'04"W	30.00	C25	1056.00	5°49'19
126	N27*53'06"E	30.05	C26	1086.00	5°49'19
127	N27"53'06"E	30.05	C27	1086.00	4*18'00
128	N69°35'05"E	35.36	C28	1086.00	1°31'18
L29	N65°24'55'W	37 00.	C29	620.00*	3°21'10
r30	N65°24'55"W	37 00.	030	620.00	6°04'29
131	N78°36'20"E	.00.52	C34	620.00	6°04'29
L32	N12°59'52"W	12.00	C32	620.00	6°04'29

			CURVE	TABLE	
LENGTH		CURVE #	RADIUS	DELTA	LENGTH
35.36		C1	17.00	66°14'06"	19.65
28.28		C2	.00:09	40°31'45"	35.37
7.07		63	.00:05	44°51'52"	39.15
35.36		2	20.00	44°49'49"	39.12
20.88	<u> </u>	cs	17.00	66°14'06"	19.65
35.36		93	17.00	66"14'06"	19.65
35.36		62	50.00	43:39:01"	38.09
26.02	•	83	50.00	89"59"59"	78.54'
17.97		60	.00.05	37°37'29"	32.83
35.36		C10	17,00	66"14"06"	19.65
35.36		513	.00.089	3°52'04"	45.90
20.01		C12	.00 089	4°38'08"	55.02
22.44		C13	.00'089	4"38'08"	55.02"
35.36		410	680.00*	4°38'08"	55.02
35.36		C15	.00.089	4°38'08"	55.02
50.00		C18	.00'089	4°38'08"	55.02
20.00		212	680.00	4"38'08"	55.02
20.00		0.18	.00.089	4°38'08"	55.02
50.00		019	.00:089	4°38'08"	.20:59
50.00		020	.00'089	4°22'47"	51.98
20.00		123	1026.00	5,4919"	104.25
50.00		C22	1026.00	0"26'52"	8 05.
20.00		C23	1026.00'	3°24'14"	60.95
30.00		C24	1026.00	1°58'13"	35.28
30.00	.,	025	1056.00	5°49'19"	107.30
30.05		C26	1086.00	5°49'19"	110.35
30.05	. ,	C27	1086.00*	4*18'00"	81.51*
35.36		C28	1086.00	1°31'18"	28.84
37 00.		C29	620.00	3°21'10"	36.28
37 00.		030	620.00	6.04.29"	65.73
55.00		153	620.00	6°04'29"	65.73
12.00		C32	620.00	6.04.29	65.73
		C33	620.00	6.04.29*	65.73
		C34	620.00	6.04.29.	65.73
		535	913.00	3"5712"	63.00