CITY MANAGER'S REPORT
OCTOBER 9, 2023 CITY COUNCIL REGULAR MEETING

## ITEM:

# RESCIND PREVIOUS APPROVAL AND APPROVE MODIFIED FINAL MAP FOR TRACT 4131 VILLAGE "KK" AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 75 LOTS WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS 

RECOMMENDATION: Adopt Resolution Rescinding Previous Approval and Approving Modified Final Map for Tract 4131 Village "KK" within the Old River District, Totaling 75 MultiFamily Lots, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC

## SUMMARY:

The proposed Final Map for Tract 4131 was modified from the previous version that was approved by Council on July 11, 2022 to accommodate an attached accessory dwelling unit for each lot. Van Daele Homes is proposing seventy-five (75) $50^{\prime} \times 68^{\prime}$ multi-family lots and each lot will include a primary and a secondary dwelling unit. A Vicinity Map is included as Attachment " $B$ ".

Staff recommends that the City Council rescind the previous approval of the Final Map for Tract 4131 and approve the proposed modified Final Map Tract 4131, Village "KK" (Final Map), and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Stage 2B, LLC (hereinafter referred to as "River Islands"), by Resolution included as Attachment " $A$ ".

## BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 6716 on June 14, 2021. On August 4, 2021, Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Old River District, known as Stage 2 B , within Phase 2 of the project. The land for the proposed Final Map is within the geographic boundaries of VTM 6716 and Stage 2B.

On July 11, 2022, Council approved the previous version of the Final Map for Tract 4131. However, the map was never recorded at the request of River Islands due to the previous homebuilder deciding to not purchase develop the site. Van Daele Homes is now proposing to modify the lots within Tract 4131 to accommodate both a primary and secondary dwelling unit. River Islands and staff request Council rescind its previous approval of the Final Map for Tract 4131 and approve the modified Final Map.

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

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improvements for Tract 4131 is $\$ 1,183,000$, however, a large percentage 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 4131 that guarantee the unfinished improvements in the amount of:

| Unfinished Improvement Total: | $\$ 202,900$ |
| :--- | :--- |
| Performance Security (Provided with Previous Approval) <br> Bond No. 0799673 | $\$ 223,190$ |
| Labor \& Materials Security (Provided with Previous Approval) <br> Bond No.0799673 | $\$ 111,595$ |

Acceptance of the public improvements will be processed by staff for council consideration 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.

Pursuant to Resolution 23-5259 dated April 10, 2023 Tract 4131 is within the boundaries of City of Lathrop Community Facilities District (CFD) 2023-1 and therefore does not need to be annexed. However, Tract 4131 will need to be annexed into the Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA) CFDs for maintenance purposes. Annexation into 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, included as Attachment " $D$ ", by depositing necessary sums to guarantee the payment of all fees and providing required documents.

## REASON FOR RECOMMENDATION:

River Islands will fulfill all of the requirements of the Lathrop Municipal Code Chapter 16.16 as listed below prior to recordation of map:

| Documents | Status |  |
| :--- | :--- | :--- |
| 1. $\quad$ Final Map ready for signature | Completed |  |
| 2. $\quad$ Subdivision Improvement Agreement | Completed |  |
| 3. | Performance Security - Uncompleted Landscaping and <br> Miscellaneous Improvements | Received |
| $4 . \quad$Labor and Materials Security - Uncompleted Landscaping <br> and Miscellaneous Improvements | Received |  |
| 5. | Street Improvement, Landscape, Light \& Joint Trench | Completed |AGREEMENT FOR 75 LOTS WITHIN OLD RIVER DISTRICT OF RIVERISLANDS


| 6. | Geotechnical Report | Completed |
| :--- | :--- | :--- |
| 7. | Agreement for Backbone Improvements and Parks <br> (Agreement for Dedication, Inspection and Guarantee <br> of Streets and Public Improvements) | Completed |
| 8. | Approval of 3r Amendment to Development <br> Agreement that guarantees creation of CFD for City <br> Maintenance and Shortfalls, and Guarantee of <br> Developer CFDs for Developer/other public agency <br> Maintenance | Completed |
| 9. | Allocation of Water and Sewer capacity | Completed |
| 10. | Recommendation for approval from Stewart Tract <br> Design Review Committee | Completed |
| 11. | Submitted Certificate of Insurance, Tax Letter | Completed |
| 12. | Submitted Preliminary Guarantee of Title | Completed |
| 13. | Escrow Instructions | Completed |
| Fees | Sinal Map plan check fee | Status |
| 1. | Faid |  |
| 2. | Improvement Plans - Plan check and inspection fees | Paid |
| 3. | Sierra Club Settlement fee | To be paid in <br> 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 Rescinding Previous Approval and Approving Modified Final Map for Tract 4131 Village "KK" within the Old River District, Totaling 75 Multi-Family Lots, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC
B. Vicinity Map - Tract 4131 Village "KK"
C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4131, Village "KK"
D. Escrow Instructions for Final Map Tract 4131 Village "KK"
E. Final Map - Tract 4131 Village "KK"

OCTOBER 9, 2023 CITY COUNCIL REGULAR MEETING RESCIND PREVIOUS APPROVAL ANDAPPROVEMODIFIED FINAL MAP FOR TRACT 4131 VILLAGE "KK", AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 75 LOTS WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

APPROVALS


Bella Nabizadah
Assistant Engineer


City Engineer


Carl James
Finance Director


Michael King
Assistant City Manager


Salvador Navarrete
City Attorney


Stephen Salvatore
City Manager

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9 / 26 / 23
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Date


Date
$\qquad$
Date

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9-27-2023
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Date


Date

RESOLUTION NO. 23-

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RESCINDING PREVIOUS APPROVAL AND APPROVING MODIFIED FINAL MAP FOR TRACT 4131 VILLAGE "KK" WITHIN THE OLD RIVER DISTRICT, TOTALING 75 MULTI-FAMILY LOTS, AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2B, LLC

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

Whereas, on August 4, 2021, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Old River District, known as Stage 2B, within Phase 2 of the project; and

WHEREAS, the land for the proposed modified Final Map for Tract 4131 "KK" (Tract 4131) is within the geographic boundaries of VTM 6716 and Stage 2B; and

WHEREAS, on July 11, 2022, Council approved the previous version of the Final Map for Tract 4131. However, the map was never recorded at the request of River Islands due to the previous homebuilder deciding to not purchase or develop the site. Van Daele Homes is now proposing to modify the lots within Tract 4131 to accommodate both a primary and secondary dwelling unit. River Islands and staff request council rescind its previous approval of Final Map and approve the modified Final Map; and

WHEREAS, as required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, River Islands Stage 2B, LLC (hereinafter referred to as "River Islands") provided performance and labor \& material with the SIA for Tract 4131 that guarantee the unfinished improvements in the amount as follows:

| Unfinished Improvement Total: | $\$ 202,900$ |
| :--- | :--- |
| Performance Security (Provided with Previous Approval): <br> Bond No. 0799673 | $\$ 223,190$ |
| Labor \& Materials Security (Provided with Previous Approval): <br> Bond No. 0799673 | $\$ 111,595$ |

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

WHEREAS, pursuant to Resolution 23-5259 dated April 10, 2023 Tract 4131 is within the boundaries of City of Lathrop Community Facilities District (CFD) 20231 and therefore does not need to be annexed. However, Tract 4131 will need to be annexed into the Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA) CFDs for maintenance purposes. Annexation into CFDs administered by RD 2062 and RIPFA is required as part of the escrow instructions prior to recording of the final map; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment " $D$ " to the City Manager's Report, by depositing necessary payments of all fees 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 hereby approves the following actions:

1. Rescind previous approval of Final Map dated July 11, 2022 for Tract 4131.
2. The modified Final Map for Tract 4131, as attached to the October 9, 2023 staff report, and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office.
3. Subdivision Improvement Agreement with River Islands Stage 2B, LLC, in substantially the form as attached to the October 9, 2023 staff report and authorize the City Manager to execute.

PASSED AND ADOPTED by the City Council of the City of Lathrop this $9^{\text {th }}$ day of October 2023 by the following vote:

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 STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY 

FOR TRACT 4131 VILLAGE "KK" 75 RESIDENTIAL LOTS

## RECITALS

A. This Agreement is made and entered into this $9^{\text {th }}$ day of $\operatorname{October} 2023$, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Stage 2B, LLC, a Delaware limited liability company, (hereinafter "SUBDIVIDER"). This Agreement supersedes the previous Tract 4131 Subdivision Improvement Agreement that was approved by City Council on July 11, 2022.
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 4131 Stage 2B Village "KK" (Tract 4131). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4131 located within the Old River 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 4131, in the amount shown in Section 8 of this Agreement.
C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4131 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 4131. 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 4131 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 Old River 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, prior to occupancy of the last home constructed in Tract 4131 that is conveyed to a private interest not associated with the transfer of title of Tract 4131 associated with the filing of Tract 4131 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4131, or October 9, 2023, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.
3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of 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 $\$ 18,300$, equal to $10 \%$ of the estimated cost of the Improvements for the Tract 4131 entire area $(\$ 1,183,000)$ 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, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4131 Village "KK"

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 4131 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: | $\$ 202,900$ |
| :--- | :--- |
| Performance Bond (Bond No. 0799673): | $\$ 223,190$ |
| Labor \& Materials Bond (Bond No. 0799673): | $\$ 111,595$ |

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

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4131 Village "KK"
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 4131.
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 4131
EXHIBIT B TRACT 4131 STAGE 2B VILLAGE "KK" AREA
EXHIBIT C: CITY INSURANCE REQUIREMENTS
EXHIBIT D: TRACT 4131 UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this $9^{\text {th }}$ day of October 2023, at Lathrop, California.

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

BY:

| Teresa Vargas | Date |
| :--- | :--- |
| City Clerk |  |

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

BY:
Stephen J. Salvatore Date City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:


City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4131 Village "KK"

## SUBDIVIDER

River Islands Stage 2B, LLC,
a Delaware limited liability company

BY:
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4131 Village "KK"

## EXHIBIT "A"

## FINAL MAP - TRACT 4131



|  | TRACT 4131 <br> RIVER ISLANDS - STAGE 2B <br> VILLAGE KK |
| :---: | :---: |
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| EASEMENT ABANDONMENT NOTE |  |
| THE NON-EXCLUSIVE PUBUC UTUTY EASEMENT FOR PUBUC PURPOSES RECORDED MAY 21, 2021, AS DOCNMENT NUMBER 2021-O889B3, OFFCAL RECORDS OF SAN DOAOUNW COUNTT. WTHAN TRACT 4131 IS BENG ABENOONED BY THIS FNNL MAP please refer to the citr alerk's statenent on shert I. |  |
| CERTIFICATE OF DEDICATION |  |
| The FOLO WNG REN PROPERTY IS DETHCATED TO THE CITY OF LATHROP. IN FEE. BY RIVER ISLANDS STAGE 2B, LIC, A DELAWARE LMATED LAEBITY COWPANY, AS palows. |  |
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| TIE CTI OF LAHROP SHML RECONVEY THE PROPERTY TO THE SUBOMMDER IF <br>  DOES NOT EXST: <br>  |  |





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## EXHIBIT "B"

TRACT 4131 STAGE 2B VILLAGE "KK" AREA


Subdivision Improvement Agreement (River Islands Stage 2B, LLC)

## 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

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).


COVERAGES
CERTIFICATE NUMBER: 103023025

| CONTACT Michelle Sanchez |  |  |
| :---: | :---: | :---: |
| PHONE (NC, No, Ext): | FAX (AAC, No ): |  |
| E-MAALL ${ }^{\text {ADP }}$ ( Michelle.Sanchez@alliant.com |  |  |
| INSURER(S) AFFORDING COVERAGE |  | NAIC \# |
| Insurer a : United Specialty Insurance Co. |  | 12537 |
| INSURERB: |  |  |
| INSURER C : |  |  |
| INSURER D : |  |  |
| INSURERE: |  |  |
| INSURER F: |  |  |

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.


DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: FM 4131
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.

## CERTIFICATE HOLDER

| CERTIFICATE HOLDER | CANCELLATION |
| :---: | :---: |
| City of Lathrop 390 Towne Centre Drive Lathrop CA 95330 | 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 Valh Moth. |

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 <br> Organization(s) | Location(s) Of Covered Operations |
| :--- | :--- |
| City of Lathrop, its officers, City Council, boards <br> and commissions and members thereof, its <br> employees and agents <br> 390 Towne Centre Drive <br> Lathrop, CA 95330 | As Required By Written Contract, Fully Executed <br> Prior To The Named Insured's Work |
|  |  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
VEN 05100 (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.

# UNITED SPECIALTY INSURANCE COMPANY <br> THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. 

VEN 06400 (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

## Number of Days Notice

Lathrop, CA 95330

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

## EXHIBIT "D"

UNFINISHED IMPROVEMENT COST ESTIMATE AND TRACT 4131 - FULL IMPROVEMENT COST

| ENGINEER'S BOND ESTIMATE | June 24, 2022 |
| :--- | :--- |
| COST TO COMPLETE | Job No.: 25504-92 |
| RIVER ISLANDS - Stage 2B |  |
| VILLAGE KK (75 LOTS) |  |


| Item | Description | Quantity | Unit |  | Unit Price |  | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | Sanitary Sewer Raising Iron (0\% Completion) | 1 | LS | \$ | 4,000.00 | \$ | 4,000.00 |
| 2 | Storm Drain Raising Iron ( $0 \%$ Completion) | 1 | LS | \$ | 1,600.00 | \$ | 1,600.00 |
| 3 | Domestic Water Raising Iron \& Setting Water Boxes ( $0 \%$ Completion) | 1 | LS | \$ | 3,500.00 | \$ | 3,500.00 |
| 4 | Joint Trench (60\% Completion) | 1 | LS | \$ | 59,800.00 | \$ | 59,800.00 |
| 5 | AC Paving ( $0 \%$ Completion) | 1 | LS | \$ | 109,000.00 | \$ | 109,000.00 |
| 6 | Striping \& Mounments ( $0 \%$ Completion) | 1 | LS | \$ | 25,000.00 | \$ | 25,000.00 |
|  |  | TOTAL COST TO COMPLETE |  |  |  | \$ | 202,900.00 |

## Notes:

1) Estimate for cost to complete based on contractor's note for Village KK dated 6/22/2022

## DRAFT ENGINEER'S OPINION OF PROBABLE COST <br> VILLAGE KK - 75 LOTS <br> STAGE 2B <br> RIVER ISLANDS <br> CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 3, 2021
Job No.: 25504-92


| Item | Description | Quantity | Unit |  | Unit Price |  | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | STORM DRAIN |  |  |  |  |  |  |
| 19 | Catch Basins (curb inlet type 1 over type I manhole base) | 6 | EA | \$ | 2,800.00 | \$ | 16,800.00 |
| 20 | Catch Basins (type c inlet over type I manhole base) | 6 | EA | \$ | 2,800.00 | \$ | 16,800.00 |
| 21 | Catch Basins (type a inlet over type II manhole base) | 1 | EA | \$ | 5,000.00 | \$ | 5,000.00 |
| 22 | Field Inlet (type C inlet) | 5 | EA | \$ | 2,800.00 | \$ | 14,000.00 |
| 23 | 12" Storm Drain Pipe (polypropylene) | 810 | LF | \$ | 15.00 | \$ | 12,150.00 |
| 24 | 15" Storm Drain Pipe (polypropylene) | 1,140 | LF | \$ | 18.00 | \$ | 20,520.00 |
| 25 | 18" Storm Drain Pipe (polypropylene) | 220 | LF | \$ | 25.00 | \$ | 5,500.00 |
| 26 | 24" Storm Drain Pipe (polypropylene) | 825 | LF | \$ | 31.00 | \$ | 25,575.00 |
| 27 | Manholes (type I) | 2 | EA | \$ | 3,000.00 | \$ | 6,000.00 |
| 28 | Manholes (type II) | 1 | EA | \$ | 5,000.00 | \$ | 5,000.00 |
| 29 | Connect to Existing | 2 | EA | \$ | 1,700.00 | \$ | 3,400.00 |
| 30 | Storm Drain Stub \& Plug | 17 | EA | \$ | 1,000.00 | \$ | 17,000.00 |
| Subtotal Storm Drain |  |  |  |  |  | \$ | 147,745.00 |
|  | SANITARY SEWER |  |  |  |  |  |  |
| 31 | 8" Sanitary Sewer Pipe | 1,125 | LF | \$ | 28.00 | \$ | 31,500.00 |
| 32 | Manholes | 7 | EA | \$ | 4,000.00 | \$ | 28,000.00 |
| 33 | Cleanouts | 36 | EA | \$ | 500.00 | \$ | 18,000.00 |
| 34 | 4" Sewer Service Lateral | 74 | EA | \$ | 600.00 | \$ | 44,400.00 |
| 35 | $4^{\prime \prime}$ Sewer Service Lateral off Existing Main (at Lot 1) | 1 | EA | \$ | 1,000.00 | \$ | 1,000.00 |
| 36 | $6^{\prime \prime}$ Sewer Service Line | 18 | EA | \$ | 1,000.00 | \$ | 18,000.00 |
| 37 | Connect to Existing | 1 | EA | \$ | 3,000.00 | \$ | 3,000.00 |
|  | Subtotal Sanitary Sewer |  |  |  |  | \$ | 143,900.00 |
|  | WATER SUPPLY |  |  |  |  |  |  |
| 38 | 8" Water Line (inc/uding all appurtenances) | 1,280 | LF | \$ | 32.00 | \$ | 40,960.00 |
| 39 | Water Service to Pods ${ }^{3}$ | 36 | EA | \$ | 4,000.00 | \$ | 144,000.00 |
| 40 | Individual Water Service ${ }^{4}$ | 6 | EA | \$ | 2,000.00 | \$ | 12,000.00 |
| 41 | Fire Hydrants | 3 | EA | \$ | 4,000.00 | \$ | 12,000.00 |
| 42 | Resilient Gate Valve | 5 | EA | \$ | 1,550.00 | \$ | 7,750.00 |
| 43 | Connect to Existing | 2 | EA | \$ | 4,000.00 | \$ | 8,000.00 |
| Subtotal Water Supply |  |  |  |  |  | \$ | 224,710.00 |

TOTAL CONSTRUCTION COST (nearest $\$ 1,000$ ) $\$ 1,183,000.00$
Notes:

1) This estimate does not include surveying, engineering, landscaping, dry utilites, irrigation, or street trees.
2) Unit prices are based on estimated current construction costs and no provision for inflation is included.
3) Unit prices assumed to include two $2^{\prime \prime}$ water services to each pod. Each service has one water manifold with two 1 " water meters.
4) Single water services are located at Lot 1, Lot 40 and at Pods 7,8 and 9 . Single water services at Pods 7,8 and 9 are in addition to the manifold water service.
5) Mobilization assumed to be $8 \%$ of construction cost.

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

October 9, 2022

## 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 4131; Escrow No. 1214021901

## Dear Lori:

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

## A. Date for Closings

The Final Map will be recorded at the time designated by RIS2B as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2023, at the time designated in writing by RIS2B, subject to satisfaction of the conditions set forth below (each a "Closing"). If the Final Map has not been recorded by December 31, 2024, 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 RIS2B for recordation in the Official Records of San Joaquin County, California ("Official Records").
B.1. One original Final Map for Tract 4131, 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 Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIS2B).
B.3. 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 RIS2B).
B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements) (provided to title by RIS2B).
B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2021-1 (Public Improvements) (provided to title by RIS2B).

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

The documents listed in Items B.1, B.2, B.3, B. 4 and B. 5 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) 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); (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); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2020-1 (River Islands Supplemental); and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2021-1 (Public Improvements). The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1, 2020-1, 2021-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at HerumlCrabtreelSuntag, 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 Consulting 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 RIS2B, 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 RIS2B 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 RIS2B.

- 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 $\$ 35,026.50$, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "Sierra Club Agreemenf"), constituting the amount of $\$ 3,687.00$ multiplied by 9.50 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

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

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 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 RIS2B that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

> River Islands Stage 2B, LLC
> 73 W . Stewart Road
> Lathrop, CA 95330
> Attn: Susan Dell'Osso
E.5. Notify Susan Dell'Osso (sdellosso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sigov.org) of the completion of the Transaction;
E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2B, 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:

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

(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 |
| :--- | :--- |
| City Manager |  |
| City of Lathrop |  |

Susan Dell'Osso Date
City Manager
City of Lathrop

President
River Islands Stage 2B, LLC

## ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2B and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2B and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company
By:
Its:
Date: $\qquad$

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