

## ITEM 4.19

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

**ITEM: APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 29 LOTS IN TRACT 4173 VILLAGE 41 UNIT 1 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS**

**RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4173 Village 41 Unit 1 within the Lake Harbor West District, Totaling 29 Single Family Lots, Annexation into CFD 2023-1, and Subdivision Improvement Agreement with River Islands Development Area 1, LLC**

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#### **SUMMARY:**

The proposed Final Map for Tract 4173, included as Attachment "E", is the first tract map within the Lake Harbor West District of Phase 2. River Islands is proposing twenty-nine (29) 42' x 100' single-family lots for Kiper Homes. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map for Tract 4173, Lake Harbor Village 41 Unit 1 (Tract 4173), City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Development Area 1, LLC, (hereinafter referred to as "River Islands"), by Resolution included as Attachment "A".

#### **BACKGROUND:**

On June 14, 2021, the 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 a Large Lot Map Tract 4149 to create 34 undevelopable parcels. On August 16, 2023, Planning Commission approved the Lake Harbor West Neighborhood Development Plan and Architectural Design Guidelines and Development Standards. The land for the proposed Final Map for Tract 4173 is within the geographic boundaries of VTM 6716, Large Lot Map Tract 4149 and the Lake Harbor West Neighborhood.

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 4173 is \$2,367,000, 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 4173 that guarantee the unfinished improvements in the amount of:

**CITY MANAGER’S REPORT** **PAGE 2**  
**OCTOBER 9, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP, CFD ANNEXATION, AND SIA FOR 29 LOTS IN TRACT**  
**4173 VILLAGE 41 UNIT 1 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER**  
**ISLANDS**

Unfinished Improvement Total:	\$198,200
Performance Security (110% of Unfinished Improvements) Bond No. 0844437	\$218,020
Labor & Materials Security (50% of Performance Security) Bond No.0844437	\$109,010

Sections 10 and 11 of the SIA for Tract 4173 require River Islands to construct Off-Site Improvements as well as comply with conditions for the use of temporary wastewater pump and haul. The conditions, terms and requirements associated with these items are documented in the Tract 4155 SIA approved by City Council on September 11, 2023 and are applicable to this Tract 4173.

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.

Tract 4173 will need to be annexed into different 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, 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:

<b>Documents</b>	<b>Status</b>
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed

**OCTOBER 9, 2023 CITY COUNCIL REGULAR MEETING**

**APPROVE FINAL MAP, CFD ANNEXATION, AND SIA FOR 29 LOTS IN TRACT 4173 VILLAGE 41 UNIT 1 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS**

7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8.	Approval of 3 <sup>rd</sup> Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9.	Allocation of Water and Sewer capacity	Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Preliminary Guarantee of Title	Completed
13.	Escrow Instructions	Completed
14.	Tract 4173 Lake Harbor Village 41 - Unit 1 – City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation	Approval proposed with this item
<b>Fees</b>		<b>Status</b>
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

**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 4173 Village 41 Unit 1 within the Lake Harbor West District, Totaling 29 Single Family Lots, Annexation into City of Lathrop CFD 2023-1, and Subdivision Improvement Agreement with River Islands Development Area 1, LLC
- B. Vicinity Map – Lake Harbor - Tract 4173 Village 41 Unit 1
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 1, LLC, a Delaware limited liability company, for Tract 4173, Lake Harbor Village 41 Unit 1
- D. Escrow Instructions for Final Map Tract 4173 Lake Harbor Village 41 Unit 1,

**OCTOBER 9, 2023 CITY COUNCIL REGULAR MEETING**

**APPROVE FINAL MAP, CFD ANNEXATION, AND SIA FOR 29 LOTS IN TRACT 4173 VILLAGE 41 UNIT 1 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS**

including Annexation into City of Lathrop CFD 2023-1

- E. Final Map – Tract 4173 Lake Harbor Village 41 Unit 1

**CITY MANAGER'S REPORT**  
**OCTOBER 9, 2023, CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP, CFD ANNEXATION, AND SIA FOR 29 LOTS IN TRACT**  
**4173 VILLAGE 41 UNIT 1 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER**  
**ISLANDS**


**APPROVALS:**

  
\_\_\_\_\_  
Veronica Albarran  
Junior Engineer

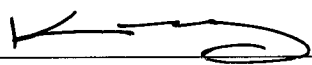
09/25/2023  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer


9/26/2023  
Date

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


9/26/2023  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

9-27-2023  
Date

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

9.25.2023  
Date

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

10.4.23  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4173 VILLAGE 41 UNIT 1 WITHIN THE LAKE HARBOR WEST DISTRICT, TOTALING 29 SINGLE FAMILY LOTS, ANNEXATION INTO CITY OF LATHROP CFD 2023-1, AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 1, LLC**

**WHEREAS**, on June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716; and

**WHEREAS**, on November 14, 2022, City Council approved Large Lot Map 4149 for 34 undevelopable parcels; and

**WHEREAS**, on August 16, 2023, Planning Commission approved the Lake Harbor West Neighborhood Development Plan and Architectural Design Guidelines and Development Standards; and

**WHEREAS**, the land for the proposed Final Map for Tract 4173, Lake Harbor Village 41 Unit 1 (Tract 4173) is within the geographic boundaries of VTM 6716, Large Lot Map 4149, and the Lake Harbor West Neighborhood; 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 Development Area 1, LLC, (hereinafter referred to as "River Islands") provided performance and labor & material securities for the proposed SIA for Tract 4173 that guarantee the unfinished improvements in the amount as follows:

Unfinished Improvement Total	\$198,200
Performance Security (110% of Unfinished Improvements): Bond No. 0844437	\$218,020
Labor & Materials Security (50% of Performance Security): Bond No. 0844437	\$109,010

; and

**WHEREAS**, sections 10 and 11 of the SIA for Tract 4173 requires River Islands to construct Off-Site Improvements as well as comply with conditions for the use of temporary wastewater pump and haul. The conditions, terms and requirements associated with these items are documented in the Tract 4155 SIA approved by City Council on September 11, 2023 and are applicable to this Tract 4173; 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**, Tract 4173 needs to be annexed into several different Community Facilities Districts (CFDs) for maintenance purposes, staff recommends that Council approve Annexation into City of Lathrop CFD 2023-1 and annexation into additional CFDs administered by Island Reclamation District 2062 and River Islands Public Financing Authority 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 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 4173 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office.
2. Subdivision Improvement Agreement with River Islands in substantially the form as attached to the October 9, 2023 staff report and authorize the City Manager to execute.
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 October 9, 2023, staff report.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 9<sup>th</sup> day of October 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

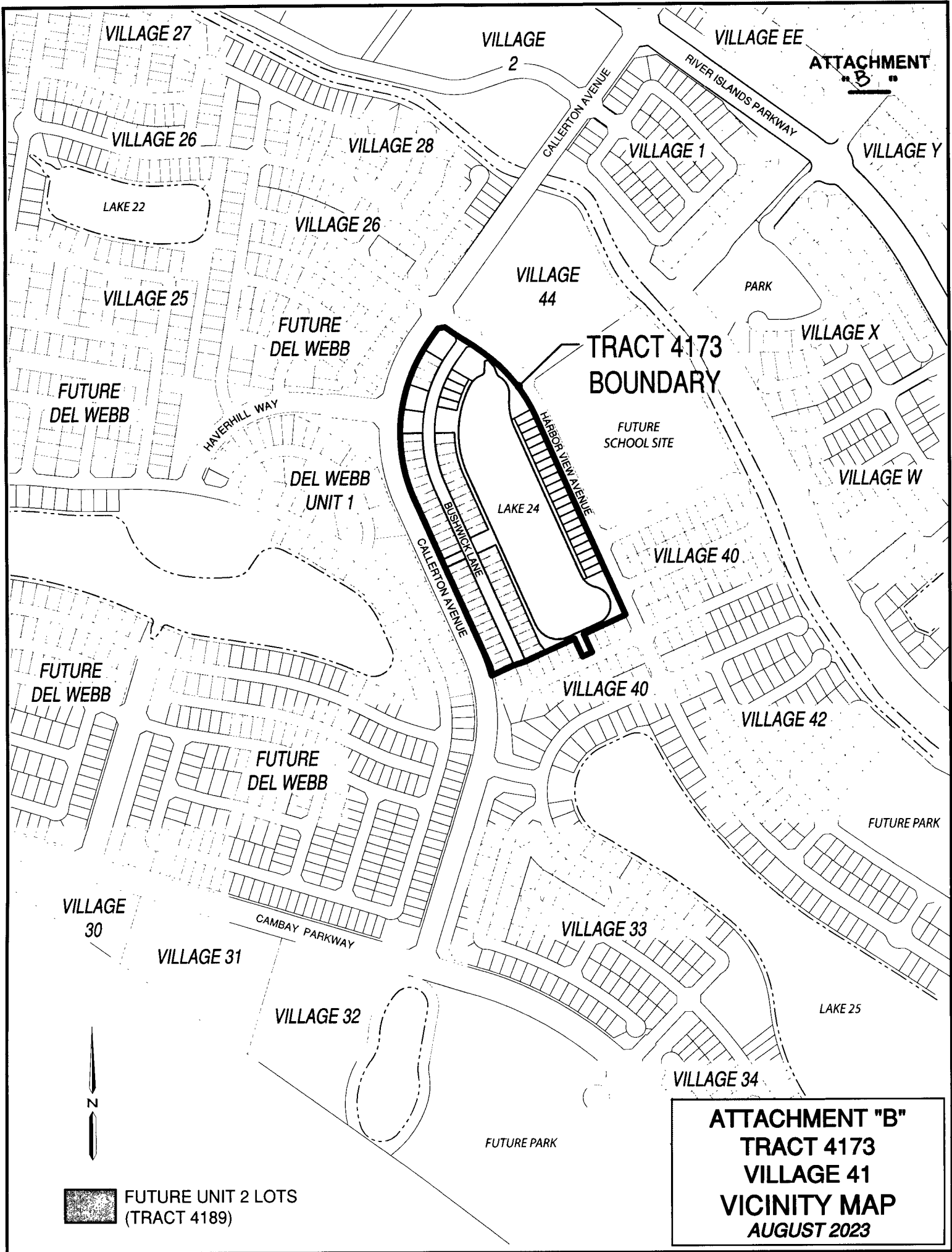
**ATTEST:**

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

**APPROVED AS TO FORM:**

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





VILLAGE 27

VILLAGE 2

VILLAGE EE

ATTACHMENT "B"

VILLAGE 26

VILLAGE 28

VILLAGE 1

VILLAGE Y

LAKE 22

VILLAGE 26

VILLAGE 44

PARK

VILLAGE X

VILLAGE 25

FUTURE DEL WEBB

TRACT 4173 BOUNDARY

FUTURE SCHOOL SITE

VILLAGE W

FUTURE DEL WEBB

HAVERHILL WAY

DEL WEBB UNIT 1

LAKE 24

VILLAGE 40

HARBOR VIEW AVENUE  
BUSHNICK LANE  
CALLETON AVENUE

FUTURE DEL WEBB

VILLAGE 40

VILLAGE 42

FUTURE PARK

FUTURE DEL WEBB

VILLAGE 30

CAMBAY PARKWAY

VILLAGE 31

VILLAGE 33

VILLAGE 32

LAKE 25

VILLAGE 34

FUTURE PARK



FUTURE UNIT 2 LOTS (TRACT 4189)

**ATTACHMENT "B"**  
**TRACT 4173**  
**VILLAGE 41**  
**VICINITY MAP**  
**AUGUST 2023**

**SUBDIVISION IMPROVEMENT AGREEMENT  
BETWEEN THE CITY OF LATHROP AND  
RIVER ISLANDS DEVELOPMENT AREA 1, LLC,  
FOR TRACT 4173 LAKE HARBOR - VILLAGE 41 UNIT 1 29 SINGLE FAMILY LOTS**

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**RECITALS**

A. This Agreement is made and entered into this **9<sup>th</sup> day of October 2023**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Development Area 1, LLC**, a Delaware Limited Liability Company, (hereinafter referred to as "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 4173 Lake Harbor – Village 41 Unit 1 (Tract 4173). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4173 located within the Lake Harbor West 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 4173, in the amount shown in Section 8 of this Agreement.

C. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods). The Offsite Improvements are needed to provide public access, emergency vehicle access, and wastewater discharge for the Neighborhoods as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4155 West Village Unit 1 (Tract 4155 SIA) as detailed in Table 1 of the Agreement. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4172 and this Agreement.

D. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Combined Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, the Callerton Avenue Bridge, which is guaranteed with the Tract 4155 SIA, has not yet been constructed due to permitting delays and therefore the wastewater conveyance system for Phase 2 of the Project south/west of the main drain does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with the Tract 4155 SIA of the use of temporary pump and haul of wastewater until the Callerton Avenue Lift Station and Bridge are constructed and conveyance of wastewater to the CTF is possible.

The conditions, terms and requirements associated with the pump and haul agreement as detailed in Section 10 of the Tract 4155 SIA are applicable to Tract 4172 and this Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4173 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 4173. 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 4173 are required security as outlined in this Agreement is required.

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**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 Lake Harbor – Village 41 Unit 1 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 4173, or October 9, 2024, 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 \$236,700 equal to 10% of the estimated cost of the Improvements for the Lake Harbor Village 41 Unit 1 neighborhood (\$2,367,000) 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.

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 4173 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:	\$198,200
Performance Bond (Bond No. 0844437):	\$218,020
Labor & Materials Bond (Bond No. 0844437):	\$109,010

9. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods). The Offsite Improvements are needed to provide public access, emergency vehicle access, and wastewater discharge for the Neighborhoods as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4155 West Village Unit 1 (Tract 4155 SIA) as detailed in Table 1 of the Agreement. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4172 and this Agreement.

10. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City’s Combined Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, the Callerton Avenue Bridge, which is guaranteed with the Tract 4155 SIA, has not yet been constructed due to permitting delays and therefore the wastewater conveyance system for Phase 2 of the Project south/west of the main drain does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with the Tract 4155 SIA of the use of temporary pump and haul of wastewater until the Callerton Avenue Lift Station and Bridge are constructed and conveyance of wastewater to the CTF is possible. The conditions, terms and requirements associated with the pump and haul agreement as detailed in Section 10 of the Tract 4155 SIA are applicable to Tract 4172 and this Agreement.

11. 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.

12. 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.

13. 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.

14. 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

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)  
Tract 4173 Lake Harbor - Village 41 Unit 1

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.

15. 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.

16. 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.

17. 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.

18. 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.

19. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY.

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)  
Tract 4173 Lake Harbor - Village 41 Unit 1

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.

20. 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.

21. 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 4173.

22. 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.

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)  
Tract 4173 Lake Harbor - Village 41 Unit 1

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 4173
- EXHIBIT B TRACT 4173 LAKE HARBOR - VILLAGE 41 UNIT 1 AREA
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: TRACT 4173 LAKE HARBOR - VILLAGE 41 UNIT 1 UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE



Subdivision Improvement Agreement (River Islands Development Area 1, LLC)  
Tract 4173 Lake Harbor - Village 41 Unit 1

SUBDIVIDER

River Islands Development Area 1, LLC,  
a Delaware Limited Liability Company

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

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)  
Tract 4173 Lake Harbor - Village 41 Unit 1

---

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9<sup>th</sup> day of October 2023, at Lathrop, California.

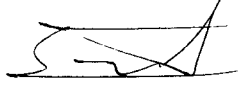
ATTEST: TERESA VARGAS  
City Clerk of and for the City  
of Lathrop, State of California

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

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

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

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:  \_\_\_\_\_ 9.25.2023  
Salvador Navarrete              Date  
City Attorney

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)  
Tract 4173 Lake Harbor - Village 41 Unit 1

SUBDIVIDER

River Islands Development Area 1, LLC,  
a Delaware Limited Liability Company

BY:

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

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)  
Tract 4173 Lake Harbor - Village 41 Unit 1

**EXHIBIT "A"**

**FINAL MAP - TRACT 4173**

**OWNERS STATEMENT**

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4173, RIVER ISLANDS - PHASE 2, VILLAGE 41, UNIT 1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- 1 TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BUSHWICK LANE, AS SHOWN ON THIS FINAL MAP
- 2 A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.L." (PUBLIC UTILITY EASEMENT)
- 3 A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN THE SOUND WALLS UPON AND OVER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "W.E." (WALL EASEMENT)

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

- 1 PARCEL B, AS SHOWN ON THIS FINAL MAP, TO THE CITY OF LATHROP FOR PURPOSES OF A SENIOR LIFT STATION THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A, C, D, E, AND F, AS SHOWN ON THIS FINAL MAP SAID PARCELS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO RIVER ISLANDS PUBLIC FINANCE AUTHORITY BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINGUISHING BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 4 FOR FUTURE DEVELOPMENT

OWNERS: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: NAME \_\_\_\_\_ DATE \_\_\_\_\_  
 PRESIDENT

**TRUSTEES STATEMENT**

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 31, 2020, AS DOCUMENT NUMBER 2020-186194, AND AS AMENDED IN DOCUMENT RECORDED OCTOBER 3, 2022 AS DOCUMENT NUMBER 2022-114643, AND FURTHER AMENDED IN DOCUMENT RECORDED NOVEMBER 23, 2022 AS DOCUMENT NUMBER 2022-152038, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.  
 BY: NAME \_\_\_\_\_  
 ITS \_\_\_\_\_

**ACKNOWLEDGEMENT CERTIFICATE (OWNER)**

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

STATE OF CALIFORNIA }  
 COUNTY OF SAN JOAQUIN }

ON \_\_\_\_\_, 2023, BEFORE ME, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT OR THE ENTRY 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 4173  
 RIVER ISLANDS - PHASE 2  
 VILLAGE 41 UNIT 1**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 17, 18 AND 19 OF TRACT 4149 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023



**CITY CLERKS STATEMENT**

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4173, RIVER ISLANDS - PHASE 2, VILLAGE 41, UNIT 1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL ON \_\_\_\_\_, 2023, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDECTION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND WALL EASEMENTS, THE DEDICATION OF THE GROUND WATER RIGHTS, THE DEDICATION IN FEE OF PARCEL B, AND ACCEPTED THE OFFER OF DEDICATION OF BUSHWICK LANE, AS SHOWN ON SAID MAP, SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 86341(C) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-045592, 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.

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

**ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)**

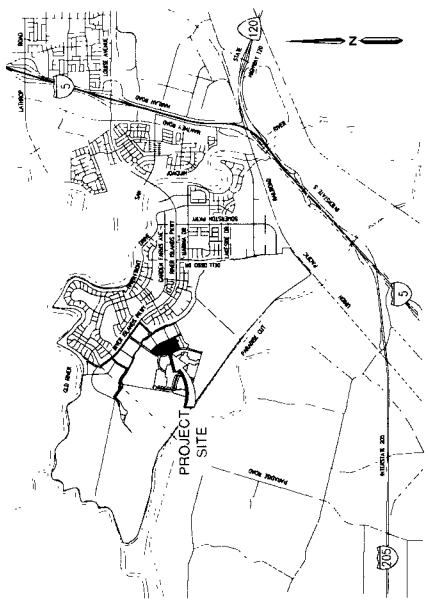
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
 COUNTY OF SAN JOAQUIN }

ON \_\_\_\_\_, 2023, BEFORE ME, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT OR THE ENTRY 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: \_\_\_\_\_



**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.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

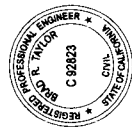
RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR  
 CITY OF LATHROP

**CITY ENGINEERS STATEMENT**

I, BRAID R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 6716, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREID, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BRAID R. TAYLOR, R.C.E. 92923  
 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



**RECORDERS STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AT \_\_\_\_\_ M  
 IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY  
 FEE: \$ \_\_\_\_\_

STATE OF CALIFORNIA }  
 COUNTY OF SAN JOAQUIN }

STATE OF CALIFORNIA }  
 COUNTY OF SAN JOAQUIN }

EXEMPT FROM FEE PER GOVERNMENT CODE 27.981. DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

# TRACT 4173 RIVER ISLANDS - PHASE 2 VILLAGE 41 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCELS 17, 18 AND 19 OF TRACT 4149 (44 MAP 52),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023



## CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4173, RIVER ISLANDS - PHASE 2, VILLAGE 41, UNIT 1, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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



## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN ACCORDANCE WITH THE PROFESSIONAL SURVEYING ACT AND LOCAL ORDINANCE 17.01, AND THE SURVEYING ACT AND LOCAL ORDINANCE 17.02, AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT AREA 1, LLC, ON MARCH 23, 2023. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2024, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

DYLAN DRAWFORD, P.L.S. NO. 7788



## RECITALS

- RIGHT TO FARM STATEMENT  
THE CITY OF LATHROP HAS AGRICULTURAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.40.04. THE CITY SET CITY OF LATHROP FORMS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES, WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLANTING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE, AND OTHER AGRICULTURAL ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODORS, ROBERTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOIL REPORT ENTITLED "GEOCHEMICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP" WAS PREPARED FOR THIS PROJECT BY TAYLOR, INCORPORATED, JOSEF V. TOOTLE, O.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- THE CITY OF LATHROP HAS AGRICULTURAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.40.04. THE CITY SET CITY OF LATHROP FORMS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES, WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLANTING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE, AND OTHER AGRICULTURAL ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODORS, ROBERTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

TRACT 4173 AREA SUMMARY	
LOTS 1 THROUGH 29	2,878 AC±
STREET DEDICATIONS	2.445 AC±
PARCELS A THROUGH F	14,295 AC±
PARCELS 1 THROUGH 4	5,523 AC±
TOTAL	25,141 AC±

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 2023-03-UK (VERSION 4), DATED AUGUST 21, 2023, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

## EASEMENT ABANDONMENT NOTE

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES, COMMENCED BY ORDER OF THE CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, DATED AUGUST 21, 2023, AND ABANDONED BY THIS FINAL MAP, PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

## REFERENCES

- (R1) TRACT 4149, RIVER ISLANDS-PHASE 2, WEST VILLAGE LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (44 MAP 52)

## SIGNATURE OMISSIONS

PURSUANT TO SECTION 66404 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

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

## CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY,

- PARCEL B, FOR PURPOSES OF A SEWER LIFT STATION.

THE CITY OF LATHROP SHALL RECOVERY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF LATHROP DEDICATES THE PROPERTY TO THE CITY OF LATHROP FOR THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

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

LINE #	DIRECTION	LENGTH
L1	N80°54'41"E	35.96'
L2	N54°05'19"W	68.00'
L3	N57°12'39"W	110.16'
L4	N80°54'41"E	35.96'
L5	N54°05'19"W	57.91'
L6	N28°28'48"E	42.00'
L7	N25°53'11"E	42.00'
L8	N19°17'34"E	42.00'
L9	N14°41'57"E	42.00'
L10	N24°53'37"W	50.34'
L11	N81°50'09"W	50.00'
L12	N15°17'09"W	42.03'

LINE #	DIRECTION	LENGTH
L13	N17°53'00"W	42.03'
L14	N22°25'41"W	42.02'
L15	N27°47'54"W	42.09'
L16	N20°22'47"W	42.09'
L17	N38°39'48"W	51.66'
L18	N65°54'40"E	51.14'
L19	N73°30'20"E	60.53'
L20	N35°54'41"E	70.60'
L21	N62°42'24"E	101.00'
L22	N25°38'43"W	42.00'
L23	N25°27'10"W	42.01'

CURVE #	RADIUS	DELTA	LENGTH
C1	815.00'	3°12'16"	45.58'
C2	625.00'	5°08'04"	56.01'
C3	850.00'	40°51'31"	608.15'

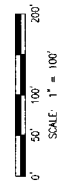
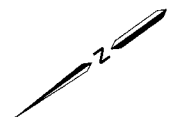
# TRACT 4173 RIVER ISLANDS - PHASE 2 VILLAGE 41 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCELS 17, 18 AND 19 OF TRACT 4149 (44 MAP 52),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023



## BOUNDARY SHEET

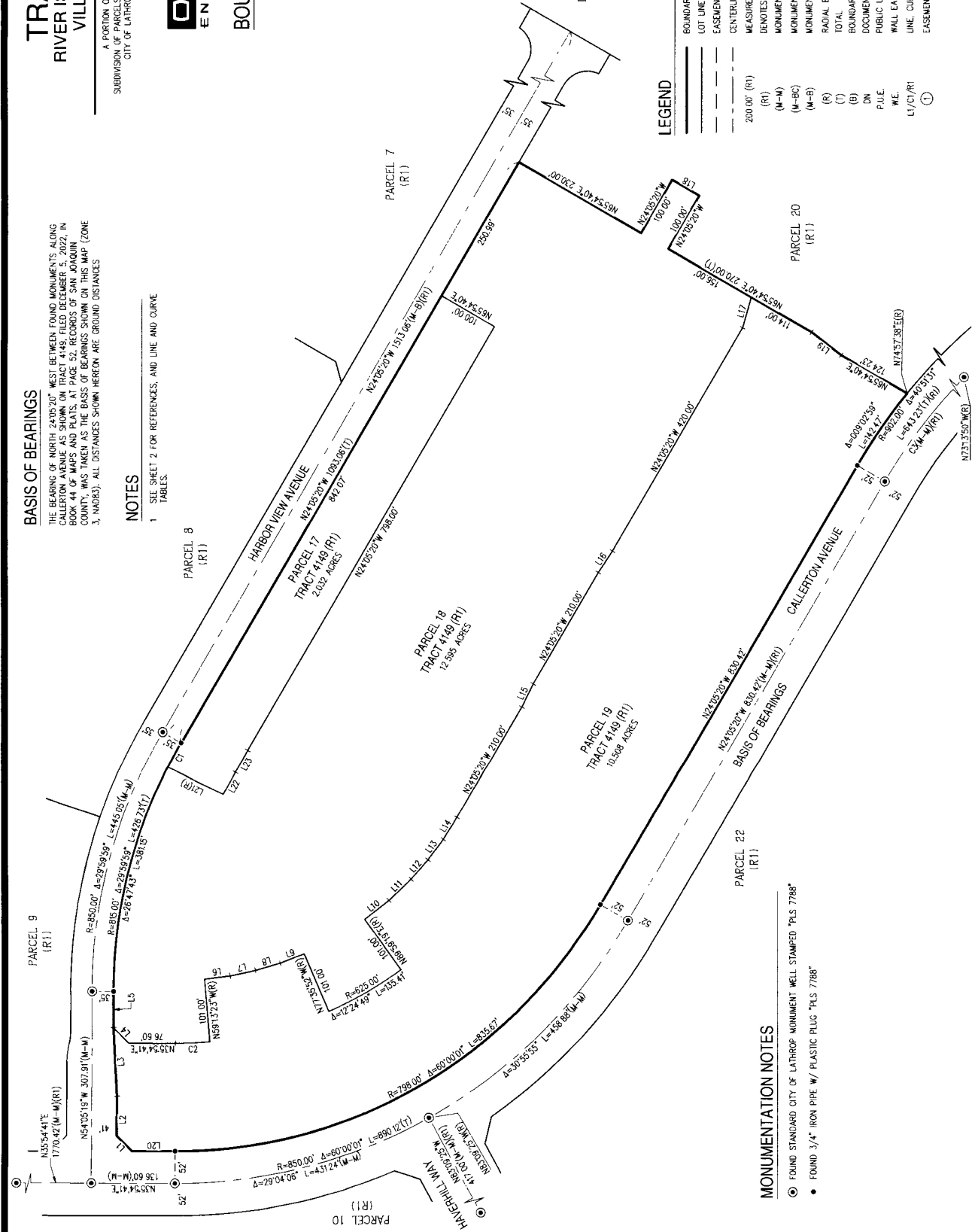


### BASIS OF BEARINGS

THE BEARING OF NORTH 24°05'20" WEST BETWEEN FOUND MONUMENTS ALONG  
CALLERTON AVENUE AS SHOWN ON TRACT 4149, FILED DECEMBER 5, 2022, IN  
BOOK 44 OF MAPS AND PLATS, AT PAGE 52, RECORDS OF SAN JOAQUIN  
COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE  
3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES

### NOTES

1 SEE SHEET 2 FOR REFERENCES, AND LINE AND CURVE  
TABLES.



### LEGEND

- BOUNDARY
  - LOT LINE OR RIGHT-OF-WAY LINE
  - EASEMENT LINE
  - CENTERLINE/MONUMENT LINE
  - 200.00' (R1)
  - (R1)
  - (M-W)
  - (M-BC)
  - (M-B)
  - (R)
  - (T)
  - (B)
  - DN
  - P.U.E.
  - W.E.
  - L1/C1/R1
  - ①
- MEASURED AND RECORD DATA PER REFERENCE (R1)  
DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2  
MONUMENT TO MONUMENT  
MONUMENT TO BEGINNING OF CURVE  
MONUMENT TO BOUNDARY  
RADIAL BEARING  
TOTAL  
BOUNDARY  
DOCUMENT NUMBER  
PUBLIC UTILITY EASEMENT  
WALL EASEMENT  
LINE, CURVE, RADIAL LINE  
EASEMENT REFERENCE NUMBER - SEE SHEET 2

### MONUMENTATION NOTES

- ② FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"

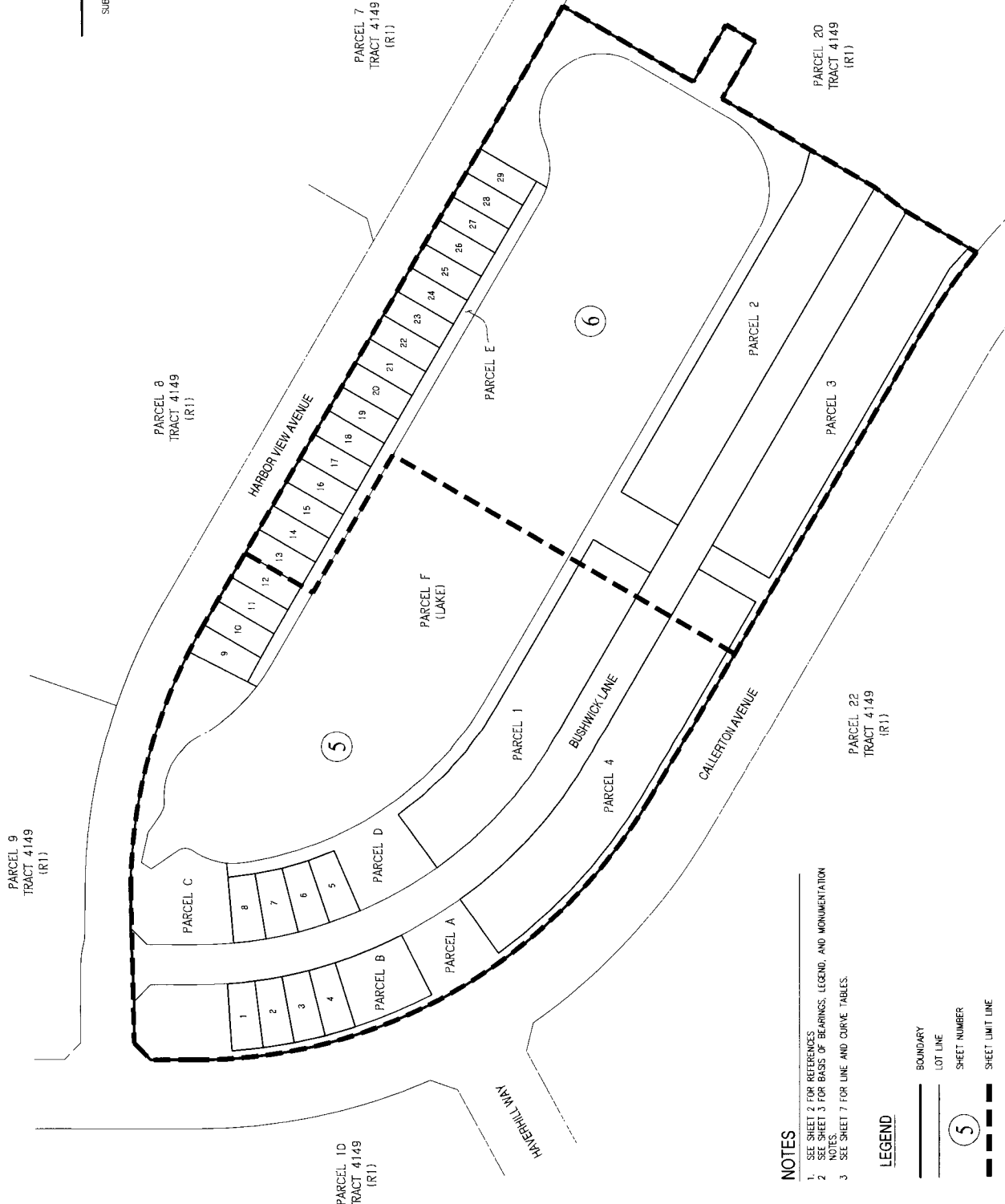
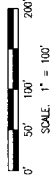
# TRACT 4173 RIVER ISLANDS - PHASE 2 VILLAGE 41 UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A  
SUBDIVISION OF PARCELS 17, 18 AND 19 OF TRACT 4149 (44 MAP 52),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023



SHEET INDEX



- NOTES**
1. SEE SHEET 2 FOR REFERENCES.
  2. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, AND MONUMENTATION NOTES.
  3. SEE SHEET 7 FOR LINE AND CURVE TABLES.

**LEGEND**

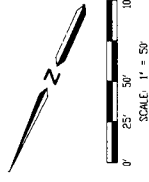
	BOUNDARY
	LOT LINE
	SHEET NUMBER
	SHEET LIMIT LINE



# TRACT 4173 RIVER ISLANDS - PHASE 2 VILLAGE 41 UNIT 1

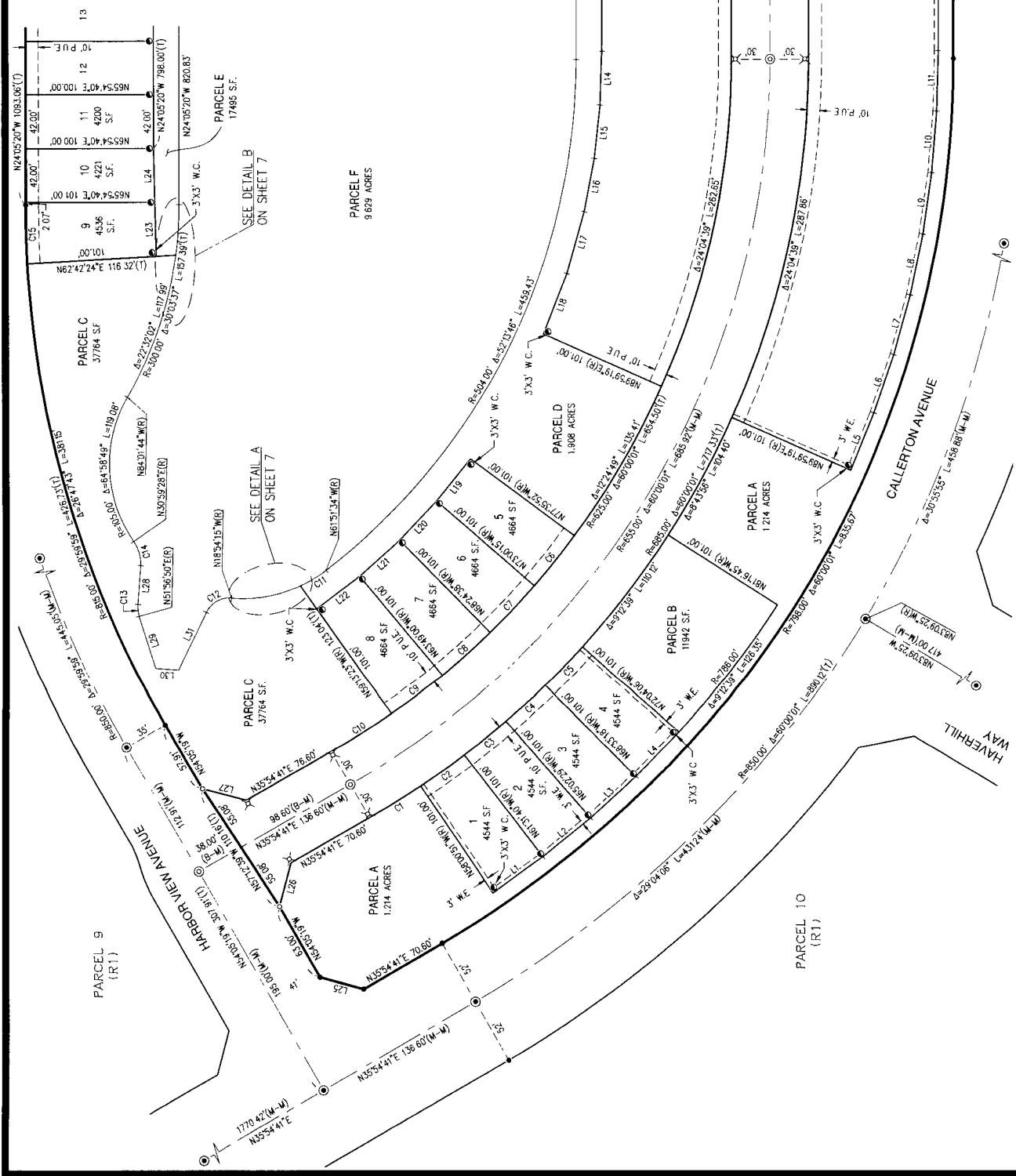
A PORTION OF RANCHO EL PESCAUERO, BEING A  
SUBDIVISION OF PARCELS 17, 18 AND 19 OF TRACT 4149 (44 MAP 32),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023

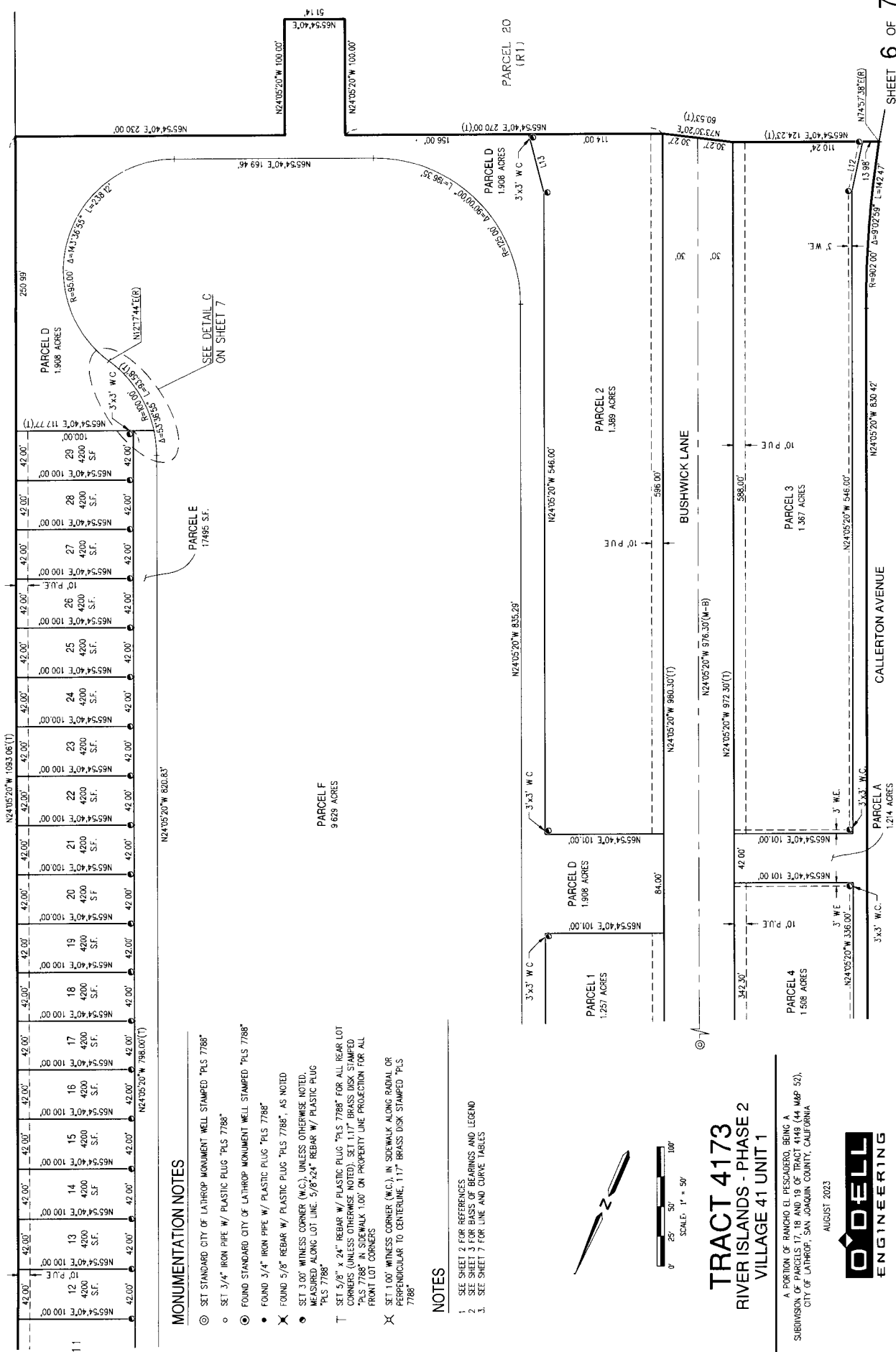


### NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 6 FOR MONUMENTATION NOTES
4. SEE SHEET 7 FOR LINE AND CURVE TABLES



HARBOR VIEW AVENUE



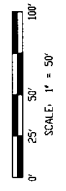
11

MONUMENTATION NOTES

- © SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- o SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ◎ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE. 5/8"x24" REBAR W/ PLASTIC PLUG "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS
- ✕ SET 1.00" WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 117' BRASS DISK STAMPED "PLS 7788"

NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 7 FOR LINE AND CURVE TABLES



**TRACT 4173**  
**RIVER ISLANDS - PHASE 2**  
**VILLAGE 41 UNIT 1**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 17, 18 AND 19 OF TRACT 4148 (44 IMP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023

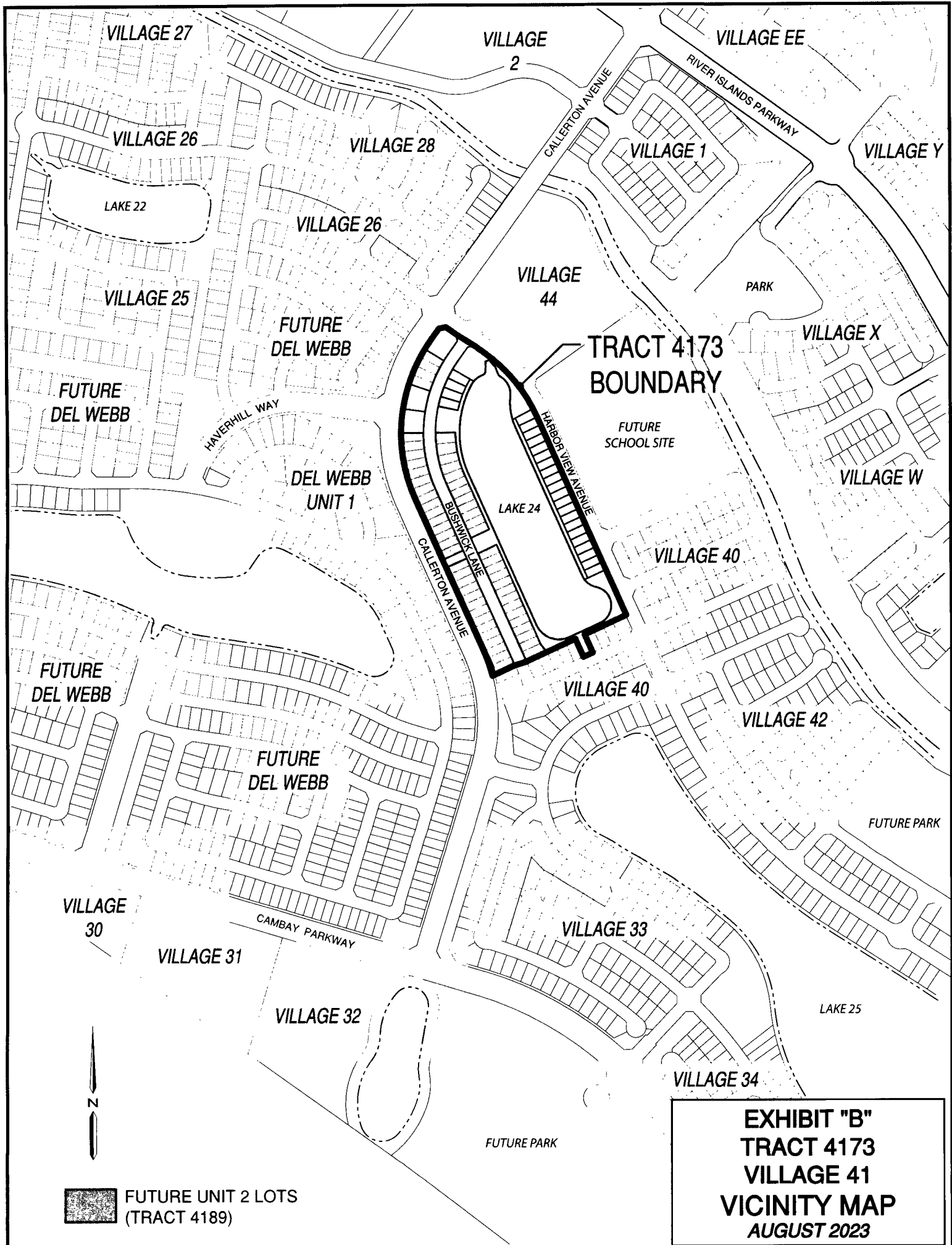




Subdivision Improvement Agreement (River Islands Development Area 1, LLC)  
Tract 4173 Lake Harbor - Village 41 Unit 1

**EXHIBIT "B"**

**TRACT 4173 LAKE HARBOR – VILLAGE 41 UNIT 1 AREA**



VILLAGE 27

VILLAGE 2

VILLAGE EE

VILLAGE 26

VILLAGE 28

CALLERTON AVENUE

RIVER ISLANDS PARKWAY

VILLAGE Y

LAKE 22

VILLAGE 26

VILLAGE 1

VILLAGE 25

VILLAGE 44

PARK

FUTURE DEL WEBB

VILLAGE X

FUTURE DEL WEBB

**TRACT 4173  
BOUNDARY**

FUTURE SCHOOL SITE

HAYERHILL WAY

DEL WEBB UNIT 1

VILLAGE W

LAKE 24

CALLERTON AVENUE

HARBOR VIEW AVENUE

VILLAGE 40

FUTURE DEL WEBB

VILLAGE 40

VILLAGE 42

FUTURE DEL WEBB

FUTURE PARK

VILLAGE 30

CAMBAY PARKWAY

VILLAGE 33

VILLAGE 31


VILLAGE 32

LAKE 25



VILLAGE 34

FUTURE PARK

 FUTURE UNIT 2 LOTS  
(TRACT 4189)

**EXHIBIT "B"**  
**TRACT 4173**  
**VILLAGE 41**  
**VICINITY MAP**  
**AUGUST 2023**

## **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.



**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
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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.



**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**

<b><u>Name and Address of Other Person/Organization</u></b>	<b><u>Number of Days Notice</u></b>
Per schedule on file with the company	30

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

**United Specialty Insurance Company**

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

**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.

<b>Name Of Person(s) Or Organization(s)</b>
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.

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)  
Tract 4173 Lake Harbor - Village 41 Unit 1

**EXHIBIT "D"**

**UNFINISHED IMPROVEMENT COST ESTIMATE AND  
TRACT 4173 LAKE HARBOR - VILLAGE 41 UNIT 1 – FULL IMPROVEMENT COST**

## ENGINEER'S BOND ESTIMATE

August 21, 2023

## COST TO COMPLETE

Job No.: 25504 - 84

## RIVER ISLANDS - PHASE 2

## DEL WEBB - VILLAGE 41

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item Description	Quantity	Unit	Unit Price	Amount
1 Sanitary Sewer Raising Iron & Testing (0% Completion)	1	LS	\$ 51,500.00	\$ 51,500.00
2 Storm Drain Raising Iron & Testing (0% Completion)	1	LS	\$ 3,000.00	\$ 3,000.00
3 Domestic Water Raising Iron, Testing & Tie-in (0% Completion)	1	LS	\$ 49,500.00	\$ 49,500.00
4 Joint Trench (60% Completion)	1	LS	\$ 83,700.00	\$ 83,700.00
5 Striping & Mounments (0% Completion)	1	LS	\$ 10,500.00	\$ 10,500.00
<b>TOTAL COST TO COMPLETE</b>				<b>\$ 198,200.00</b>

## Notes:

- 1) Estimate for cost to complete based on contractor's note for Del Webb - Village 41 dated 9/11/2023

ENGINEER'S PRELIMINARY COST ESTIMATE  
**DEL WEBB**  
**VILLAGE 41 (81 Lots)**  
**RIVER ISLANDS**  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 13, 2021  
Job No.: 25504-84

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>ROADWAY</u></b>					
1	Fine Grading	660,000	SF	\$ 0.45	\$ 297,000.04
2	4.5" AC Paving	44,550	SF	\$ 2.25	\$ 100,237.50
3	8" Aggregate Base	79,200	SF	\$ 1.20	\$ 95,040.00
4	Vertical Curb and Gutter <i>(with AB cushion)</i>	3,750	LF	\$ 15.00	\$ 56,250.00
5	Rolled Curb and Gutter <i>(with AB cushion)</i>	3,520	LF	\$ 15.00	\$ 52,800.00
6	Type F Median Curb <i>(with AB cushion)</i>	210	LF	\$ 18.00	\$ 3,780.00
7	Roundabout Curb <i>(with AB cushion)</i>	220	LF	\$ 18.00	\$ 3,960.00
8	Splitter Island Curb <i>(with AB cushion)</i>	100	LF	\$ 18.00	\$ 1,800.00
9	Concrete Sidewalk	47,500	SF	\$ 5.00	\$ 237,500.00
10	Driveway Approach	81	EA	\$ 600.00	\$ 48,600.00
11	Handicap Ramps	6	EA	\$ 2,500.00	\$ 15,000.00
12	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
13	Traffic Signing & Striping	4,150	LF	\$ 5.00	\$ 20,750.00
14	Roundabout Concrete	1,900	SF	\$ 5.00	\$ 9,500.00
15	Dewatering <i>(budget)</i>	4,150	LF	\$ 75.00	\$ 311,250.00
Subtotal Roadway					\$ 1,255,567.54
<b><u>STORM DRAIN</u></b>					
16	15" Storm Drain Pipe	300	LF	\$ 34.00	\$ 10,200.00
17	18" Storm Drain Pipe	210	LF	\$ 46.00	\$ 9,660.00
18	24" Storm Drain Pipe	900	LF	\$ 65.00	\$ 58,500.00
19	36" Storm Drain Pipe	1,450	LF	\$ 95.00	\$ 137,750.00
20	48" Storm Drain Pipe	1,020	LF	\$ 125.00	\$ 127,500.00
21	Catch Basins <i>(type A inlet)</i>	22	EA	\$ 2,400.00	\$ 52,800.00
22	Catch Basins <i>(type A inlet over type II manhole base)</i>	4	EA	\$ 2,800.00	\$ 11,200.00
23	Catch Basins <i>(type C inlet over type I manhole base)</i>	4	EA	\$ 5,000.00	\$ 20,000.00
24	Manholes <i>(type I)</i>	3	EA	\$ 3,000.00	\$ 9,000.00
25	Manholes <i>(type II)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
26	Storm Drain Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
Subtotal Storm Drain					\$ 444,610.00
<b><u>SANITARY SEWER</u></b>					
27	8" Sanitary Sewer Pipe	3,250	LF	\$ 28.00	\$ 91,000.00
28	10" Sanitary Sewer Pipe	420	LF	\$ 35.00	\$ 14,700.00
29	Manholes	8	EA	\$ 4,000.00	\$ 32,000.00

Item	Description	Quantity	Unit	Unit Price	Amount
30	Sewer Service	81	EA	\$ 600.00	\$ 48,600.00
31	Sewer Stub & Plug	4	EA	\$ 1,000.00	\$ 4,000.00
32	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 193,300.00
<b><u>WATER SUPPLY</u></b>					
33	8" Water Line <i>(including all appurtenances)</i>	3,800	LF	\$ 32.00	\$ 121,600.00
34	GV	9	EA	\$ 1,550.00	\$ 13,950.00
35	1-1/2" Water Service	81	EA	\$ 2,000.00	\$ 162,000.00
36	Fire Hydrants	10	EA	\$ 4,000.00	\$ 40,000.00
37	Blow-Off	4	EA	\$ 4,000.00	\$ 16,000.00
38	Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water					\$ 357,550.00
<b><u>NON-POTABLE WATER</u></b>					
39	10" Non-Potable Water Line <i>(including all appurtenances)</i>	1,900	LF	\$ 40.00	\$ 76,000.00
40	Blow-Off	1	EA	\$ 4,000.00	\$ 4,000.00
41	Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Non-Potable Water					\$ 84,000.00
<b><u>LAKE FILL WATER</u></b>					
42	24" Lake Fill Water Line <i>(including all appurtenances)</i>	270	LF	\$ 85.00	\$ 22,950.00
43	Lake Fill Stub & Plug	1	EA	\$ 3,500.00	\$ 3,500.00
44	Connect to Existing	1	EA	\$ 5,500.00	\$ 5,500.00
Subtotal Lake Fill Water					\$ 31,950.00
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 2,367,000.00</b>
<b>COST PER LOT</b>					<b>\$ 29,222.00</b>

## Notes:

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

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

October 9, 2023

**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 4173; Escrow No. 1214023031**

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 29, 2023, 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, 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 RIDA1 for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4173, 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).

The documents listed in Items B.1, B.2, B.3 and B.4 above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order

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

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](mailto:cjames@ci.lathrop.ca.us)), Cindy Yan at Goodwin Consulting Group, [cindy@goodwinconsultinggroup.net](mailto:cindy@goodwinconsultinggroup.net), Susan Dell'Osso ([sdelloso@riverislands.com](mailto:sdelloso@riverislands.com)) and Debbie Belmar ([dbelmar@riverislands.com](mailto: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 **\$70,794.09**, 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 **\$3,687.00** multiplied by **19.201** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

### **D. Closing Requirements**

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso ([sdelloso@riverislands.com](mailto:sdelloso@riverislands.com)); (b) Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)); (c) Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)); (d) Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)); (e) Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto: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;



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

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 ([sdelloso@riverslands.com](mailto:sdelloso@riverslands.com)), Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)), Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)), Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto:slewis@ci.lathrop.ca.us)), Teresa Vargas ([tvargas@ci.lathrop.ca.us](mailto:tvargas@ci.lathrop.ca.us)), Sarah Pimentel ([spimentel@ci.lathrop.ca.us](mailto:spimentel@ci.lathrop.ca.us)), and Jose Molina ([JMolina@sjgov.org](mailto: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

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

(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  
President  
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: \_\_\_\_\_  
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

**THIRD 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 Third 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 Third 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: \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
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.
RIVER ISLANDS DEVELOPMENT AREA 1, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-610-13, 213-610-14, 213-610-15

**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:

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

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

OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF HAVE SOME RECORD TITLE INTEREST IN THE LAND DESCRIBED AND EMBARRASSED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HERBEN EMBARRASSED FINAL MAP ENTITLED, TRACT 4173, RIVER ISLANDS - PHASE 2, VILLAGE 41, UNIT 1, CITY OF LAHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

- 1. TO THE CITY OF LAHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BUSHWICK LANE, AS SHOWN ON THIS FINAL MAP.
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LAHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS 'P.U.E.' (PUBLIC UTILITY EASEMENT).
3. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LAHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN THE SOUND WALLS UPON AND OVER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS W.E. (WALL EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES.
1. PARCEL B, AS SHOWN ON THIS FINAL MAP, TO THE CITY OF LAHROP FOR PURPOSES OF A SEWER LIFT STATION. THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A, C, D, E, AND F, AS SHOWN ON THIS FINAL MAP. SAID PARCELS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO RIVER ISLANDS PUBLIC FINANCE AUTHORITY BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.
TO SECURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINGUISH BORDERS UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LAHROP.
THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 4 FOR FUTURE DEVELOPMENT.

OWNERS: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: SUSAN BELTOSSO DATE:
PRESIDENT

TRUSTEES STATEMENT

Q.D. REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 31, 2020, AS DOCUMENT NUMBER 2020-116614, AND AS AMENDED IN DOCUMENT RECORDED OCTOBER 3, 2021 AS DOCUMENT NUMBER 2021-114643, AND FURTHER AMENDED IN DOCUMENT RECORDED NOVEMBER 23, 2022 AS DOCUMENT NUMBER 2022-120293, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS DAY OF 2023
BY: NAME
ITS:

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

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

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN }
ON 2023 BEFORE ME, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

TRACT 4173 RIVER ISLANDS - PHASE 2 VILLAGE 41 UNIT 1
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 17, 18 AND 19 OF TRACT 4149 (44 MAP 52), CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2023
ODELL ENGINEERING

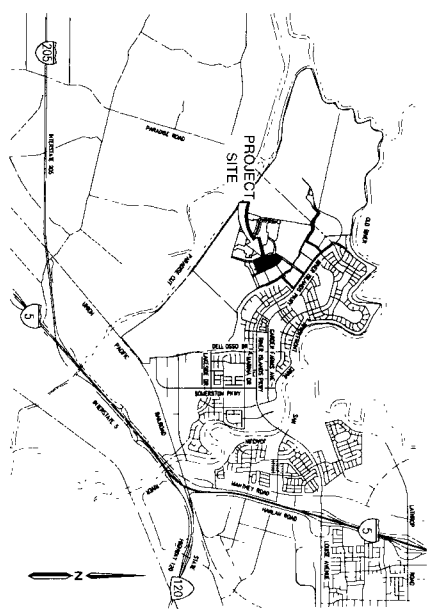
CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LAHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HERBEN EMBARRASSED MAP ENTITLED TRACT 4173 RIVER ISLANDS - PHASE 2, VILLAGE 41, UNIT 1, CITY OF LAHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING HEREBY HELD ON THE DAY OF DATE PASSED AND ADOPTED AT SAID MEETING APPROVE SAID MAP AND AUTHORIZED ITS RECOGNITION, AND ACCEPTED ON BEHALF OF THE CITY OF LAHROP FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND WALL EASEMENTS, THE DEDICATION OF THE GROUND WATER RIGHTS, THE DEDICATION IN FEE OF PARCEL B, AND ACCEPTED THE OFFER OF DEDICATION OF BUSHWICK LANE, AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LAHROP MUNICIPAL CODE.
ALSO PURSUANT TO SECTION 54400 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LAHROP DOES HEREBY REASONABLY THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-045592, 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 LAHROP AND FILED IN MY OFFICE.

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN }
ON 2023 BEFORE ME, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.
SIGNATURE:
NAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:
MY COMMISSION NUMBER:
MY COMMISSION EXPIRES:



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4908.
DATED THIS DAY OF 2023.

RICHARDO GARCIA, COMMUNITY DEVELOPMENT DIRECTOR, CITY OF LAHROP

CITY ENGINEER'S STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LAHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4173 RIVER ISLANDS - PHASE 2, VILLAGE 41, UNIT 1, CITY OF LAHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE RECORDED TENTATIVE MAP NO. 6716. I HAVE REVIEWED THE FINAL MAP DOCUMENTS WITH ALL PROVISIONS OF CHAPTER 16, TITLE 16.16 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LAHROP, AND ANY AMENDMENTS HERETO, APPLICABLE AT THE TIME OF APPROVAL OF TESTING TENTATIVE MAP.

DATED THIS DAY OF 2023



RECORDERS STATEMENT

BRAD R. TAYLOR, R.C.E. 32823, REGISTERED PROFESSIONAL ENGINEER OF THE CITY OF LAHROP, CALIFORNIA
FILED THIS DAY OF 2023, AT THE REQUEST OF Q.D. REPUBLIC TITLE COMPANY
IN BOOK OF MAPS AND PLATS, AT PAGE AT THE REQUEST OF Q.D. REPUBLIC TITLE COMPANY
FEE \$

STEVE BRESTOLAROVES, ASSISTANT/DEPUTY RECORDER, SAN JOAQUIN COUNTY, CALIFORNIA



# TRACT 4173 RIVER ISLANDS - PHASE 2 VILLAGE 41 UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A  
SUBDIVISION OF PARCELS 17, 18 AND 19 OF TRACT 4149 (44 MAP 52),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA.  
AUGUST 2023

**ODELL**  
ENGINEERING

**CITY SURVEYORS STATEMENT**

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4173, RIVER ISLANDS - PHASE 2, VILLAGE 41, UNIT 1, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023  
DARRYL A. ALEXANDER, P.L.S. NO. 5071  
ACTING CITY SURVEYOR



**SURVEYORS STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYORS MAP ACT AND LOCAL ORDINANCE. I HAVE CONDUCTED A REASONABLE INVESTIGATION OF THE FACTS AND BELIEVE THAT THE STATE OF CALIFORNIA HAS COMPLETED THE NECESSARY PROCEDURES TO ABANDON THE PUBLIC MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2024, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO DEFINE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING DECLINATIVE MAP.

DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023  
DWAYN CRAWFORD, P.L.S. NO. 7788



**RECITALS**

1. RIGHT TO FARM STATEMENT  
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERTY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY OF LATHROP. THE CITY OF LATHROP HAS ADOPTED ORDINANCES THAT ARE HEREBY NOTED, THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LABOR AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTRIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DESTRUCTION AND OTHER HAZARDOUS ACTIVITIES WHICH MAY BE NECESSARY TO PROTECT YOUR PROPERTY AND OTHER HAZARDOUS ACTIVITIES WHICH PROPERLY CONDUCTED AGRICULTURAL OPERATIONS MAY BE NECESSARY TO PROTECT YOUR PROPERTY. THE CITY'S JURISDICTION, CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL, AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOIL REPORT ENTITLED "GEOCHEMICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA, REFERENCED AS PROJECT NO. 5094.5.00101" AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY INGO, INCORPORATED, JOSEF J. TOOLE, C.E. NO. 2877, AND HAS BEEN FILED WITH THE COUNTY CLERK OF SAN JOAQUIN COUNTY, CALIFORNIA, UNDER TRACT 4173, RIVER ISLANDS - PHASE 2, VILLAGE 41, UNIT 1, CONTAINS 29 RESIDENTIAL LOTS WITH A TOTAL OF 2,878 ACRES, PARCELS A THROUGH F CONTAINING 14,295 ACRES, MORE OR LESS. PARCELS 1 THROUGH 4 CONTAINING 5,523 ACRES, AND ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 2,445 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).
3. TRACT 4173 AREA SUMMARY

TRACT 4173 AREA SUMMARY	
LOTS 1 THROUGH 29	2,878 ACRES
STREET DEDICATIONS	2,445 ACRES
PARCELS A THROUGH F	14,295 ACRES
PARCELS 1 THROUGH 4	5,523 ACRES
TOTAL	25,141 ACRES

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 224423031-04 (VERSION 4), DATED AUGUST 21, 2023, PROVIDED BY OGI, REPUBLIC TITLE COMPANY.

**EASEMENT ABANDONMENT NOTE**

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-045592, OFFICIAL RECORDS 60004-0001-0001, WITHIN TRACT 4173 IS BEING ABANDONED HEREBY. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

**REFERENCES**

(1) TRACT 4149, RIVER ISLANDS-PHASE 2, WEST VILLAGE LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.C.R. (44 MAP 52)

**SIGNATURE OMISSIONS**

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

1. RECORDED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS AND OTHER HYDROCARBON SIGNATURES LING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01948177, S.C.R.

**CERTIFICATE OF DEDICATION**

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 1, LLC, AS FOLLOWS:

1) PARCEL B, FOR PURPOSES OF A SEWER LIFT STATION

THE CITY OF LATHROP SHALL RECOVER THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DETERMINATION THAT PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

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

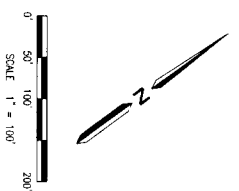
LINE TABLE			LINE TABLE			CURVE TABLE			
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
L1	N80°54'41"E	35.96'	L13	N17°53'00"W	42.00'	C1	815.00'	312.16'	45.58'
L2	N54°05'19"W	63.00'	L14	N22°25'41"W	42.00'	C2	625.00'	570.84'	56.81'
L3	N57°12'38"W	110.16'	L15	N27°57'34"W	42.09'	C3	850.00'	407.913'	605.15'
L4	N80°54'41"E	35.96'	L16	N20°22'47"W	42.09'				
L5	N54°05'19"W	57.91'	L17	N88°59'48"W	51.66'				
L6	N28°28'44"E	42.00'	L18	N85°54'40"E	51.14'				
L7	N23°53'11"E	42.00'	L19	N73°30'20"E	60.53'				
L8	N10°17'34"E	42.00'	L20	N85°54'41"E	70.60'				
L9	N14°41'57"E	42.00'	L21	N62°42'24"E	101.00'				
L10	N2°45'53"W	50.94'	L22	N25°38'43"W	42.00'				
L11	N81°15'09"W	50.00'	L23	N25°27'03"W	42.01'				
L12	N15°17'09"W	42.03'							

# TRACT 4173 RIVER ISLANDS - PHASE 2 VILLAGE 41 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 17, 18 AND 19 OF TRACT 4149 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
AUGUST 2023



BOUNDARY SHEET

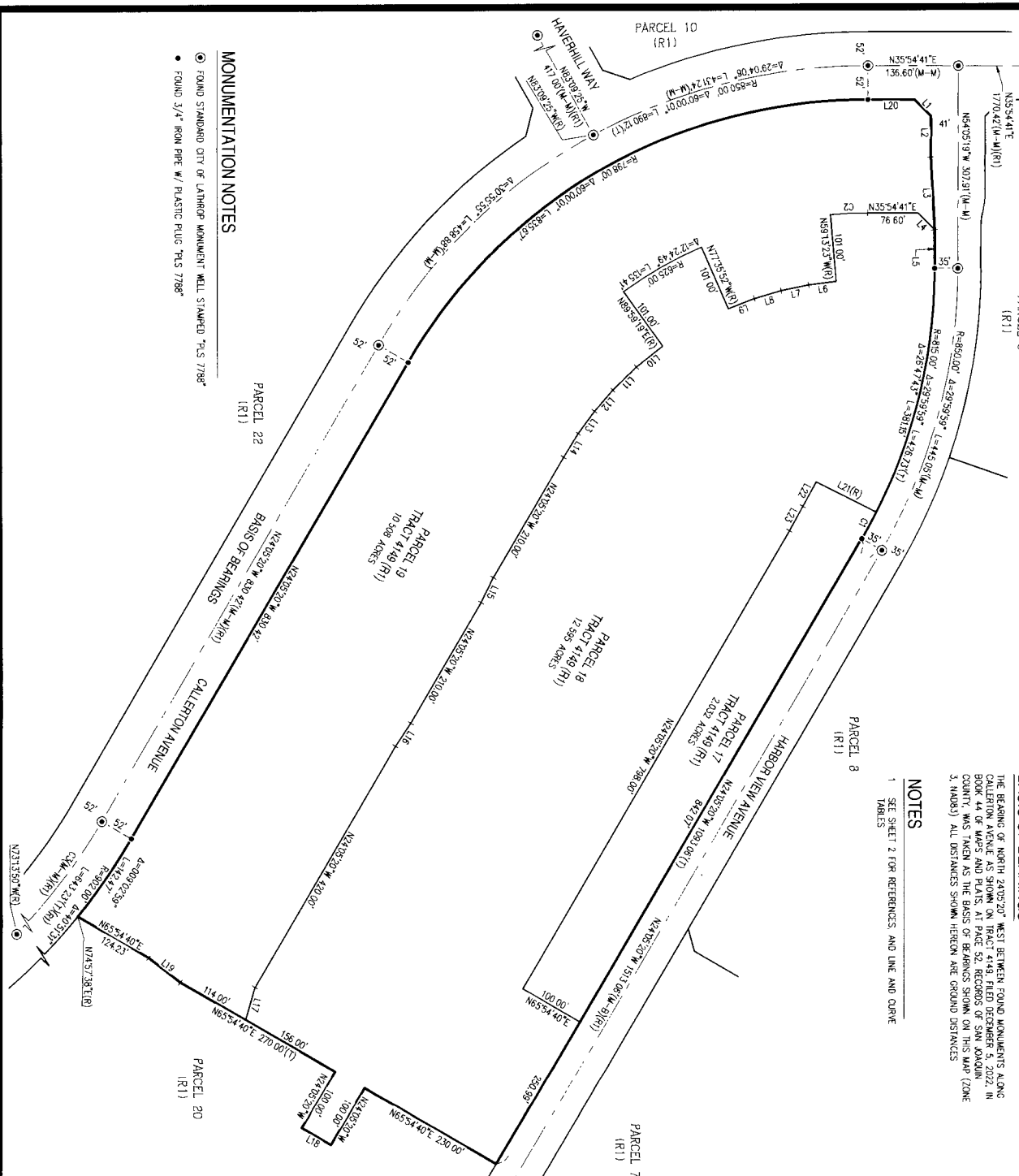


### BASIS OF BEARINGS

THE BEARING OF NORTH 24°35'20" WEST BETWEEN FOUND MONUMENTS ALONG CALLERTON AVENUE AS SHOWN ON TRACT 4149, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 52, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

### NOTES

- SEE SHEET 2 FOR REFERENCES AND LINE AND CURVE TABLES



### LEGEND

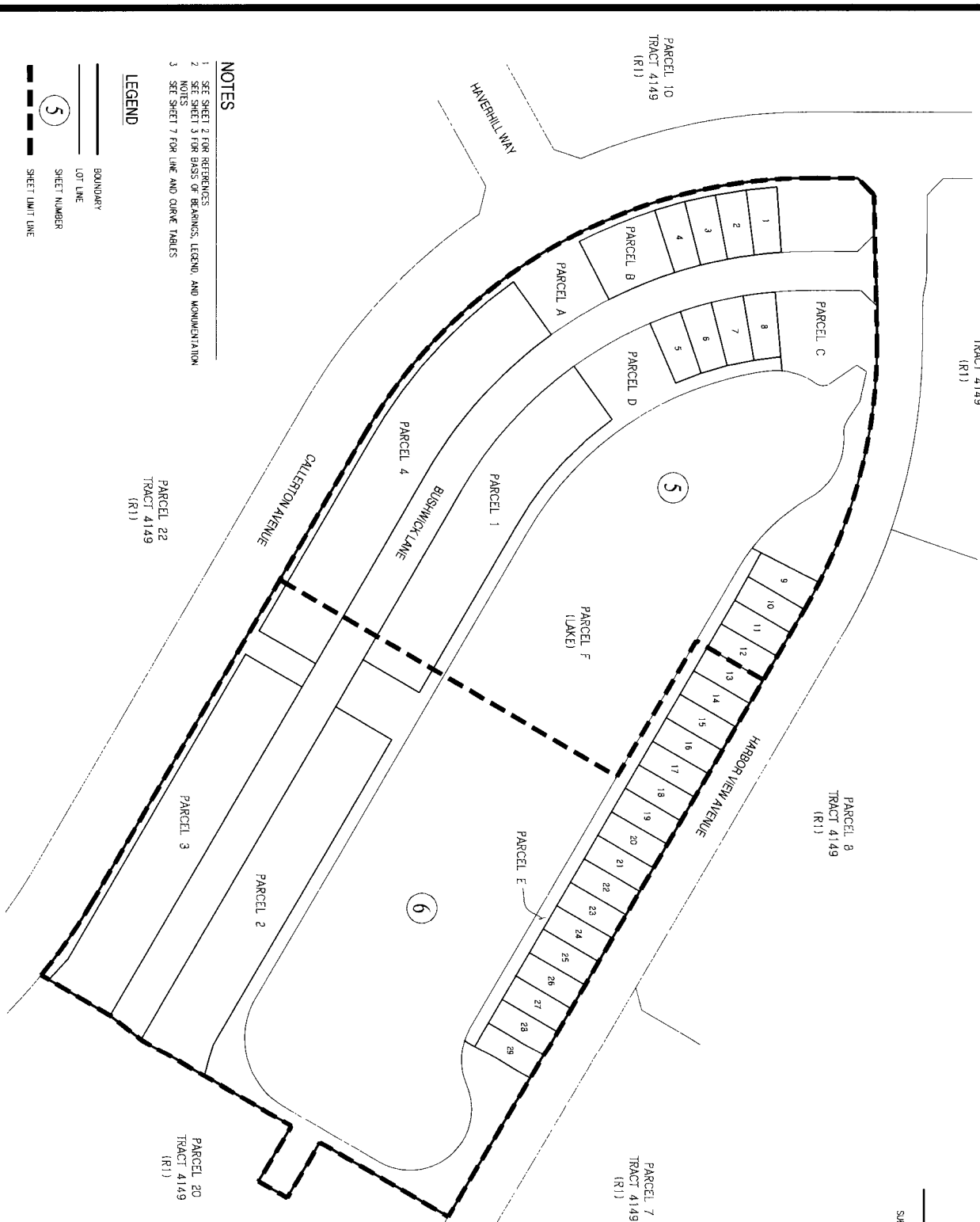
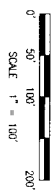
- BOUNDARY
  - LOT LINE OR RIGHT-OF-WAY LINE
  - EASEMENT LINE
  - CENTERLINE/MONUMENT LINE
  - MEASURED AND RECORD DATA PER REFERENCE (R1)
  - (R1)
  - (M-M)
  - (M-B)
  - (M-B)
  - (R)
  - (T)
  - (B)
  - ON
  - P.U.E.
  - W.E.
  - (1)/C1/R1
- MONUMENT TO MONUMENT  
MONUMENT TO BEGINNING OF CURVE  
MONUMENT TO BOUNDARY  
RADIAL BEARING  
TOTAL  
BOUNDARY  
DOCUMENT NUMBER  
PUBLIC UTILITY EASEMENT  
WALL EASEMENT  
LINE, CURVE, RADIAL LINE  
EASEMENT REFERENCE NUMBER - SEE SHEET 2

### MONUMENTATION NOTES

- FOUND STANDARD CITY OF LATHROP MONUMENT WILL STAMPED "PLUS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLUS 7788"

**TRACT 4173**  
**RIVER ISLANDS - PHASE 2**  
**VILLAGE 41 UNIT 1**

A PORTION OF RANCHO EL PESCADERO, BEING A  
 SUBDIVISION OF PARCELS 17, 18 AND 19 OF TRACT 4149 (44 MAP 52),  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA.  
 AUGUST 2023



- NOTES**
1. SEE SHEET 2 FOR REFERENCES.
  2. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, AND MONUMENTATION.
  3. SEE SHEET 7 FOR LINE AND CURVE TABLES.

- LEGEND**
- BOUNDARY
  - LOT LINE
  - SHEET NUMBER
  - SHEET LIMIT LINE

PARCEL 9  
(R1)

PARCEL 10  
(R1)

HARBOR VIEW AVENUE

HAVERTHILL WAY

CALLERTON AVENUE

PARCEL 4  
1,588 ACRES

BUSHWICK LANE

PARCEL 1  
1,257 ACRES

N24°05'20"W 294.00'

N24°05'20"W 830.42'

SEE SHEET 6

PARCEL A  
1,214 ACRES

PARCEL C  
3,784 SF

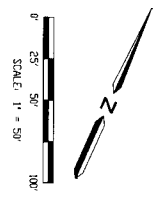
PARCEL C  
3,784 SF

PARCEL F  
9,679 ACRES

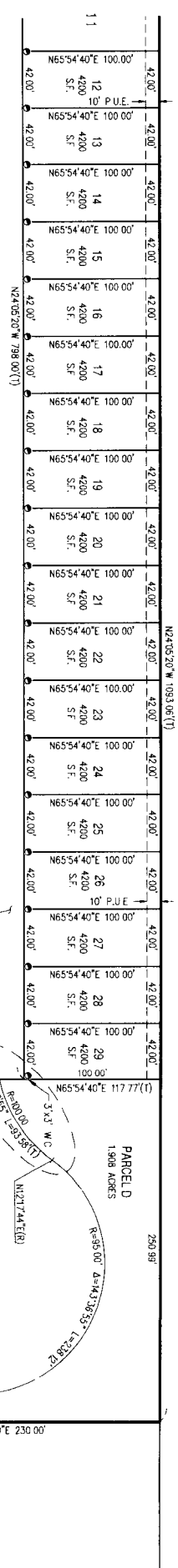
PARCELE  
17,985 SF.

# TRACT 4173 RIVER ISLANDS - PHASE 2 VILLAGE 41 UNIT 1

A PORTION OF RANCHO EL PISCADERO, BEING A  
SUBDIVISION OF PARCELS 17, 18 AND 19 OF TRACT 4149 (44 MAP 52),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
AUGUST 2023



- NOTES**
1. SEE SHEET 2 FOR REFERENCES.
  2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
  3. SEE SHEET 6 FOR MONUMENTATION NOTES.
  4. SEE SHEET 7 FOR LINE AND CURVE TABLES.

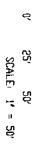


**MONUMENTATION NOTES**

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- SET 3.00" WINKER CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE. 5/8"x24" REBAR W/ PLASTIC PLUG "PLS 7788"
- † SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" N SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS
- ✕ SET 1.00" WINKER CORNER (W.C.) N SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1 1/2" BRASS DISK STAMPED "PLS 7788"

**NOTES**

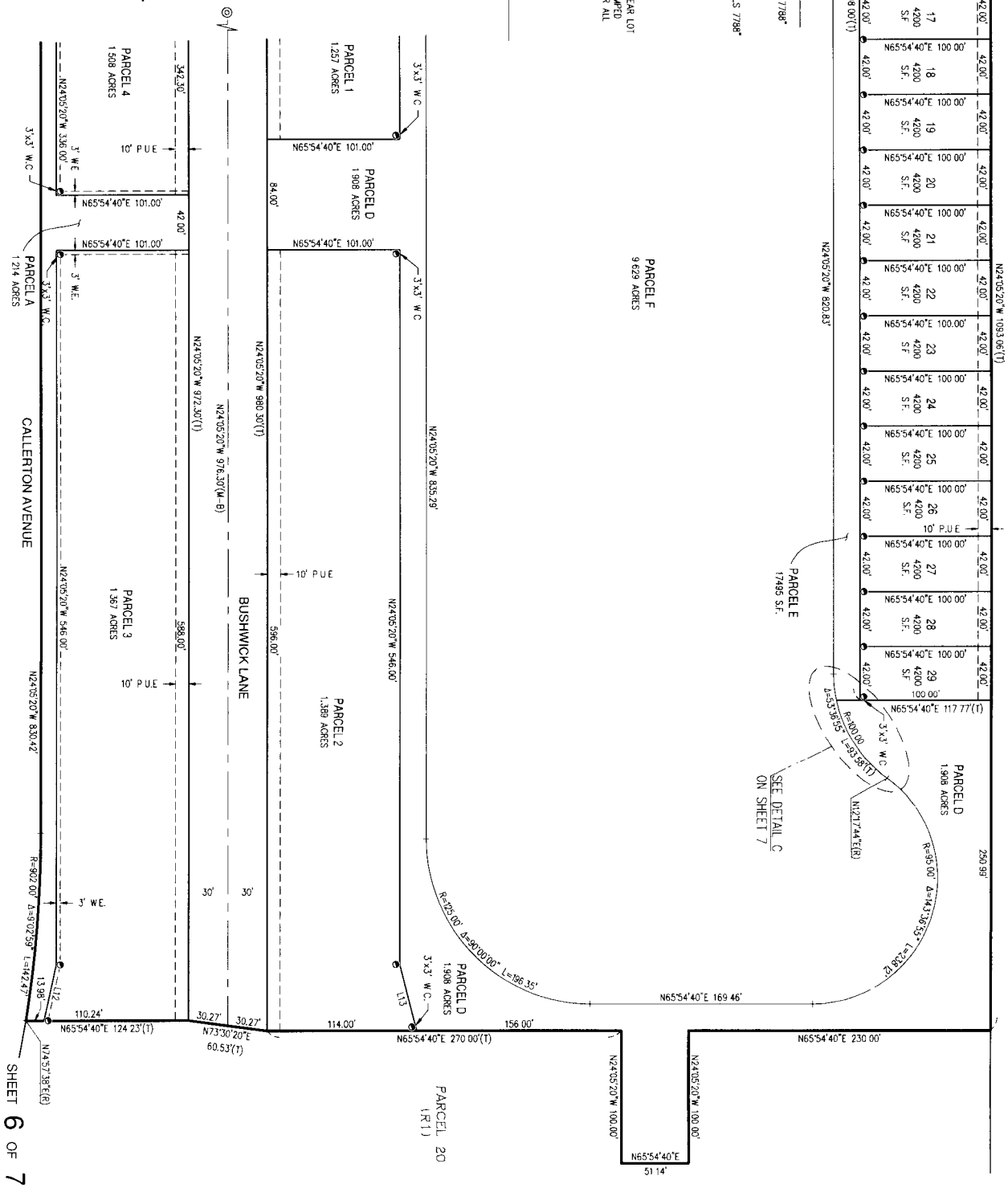
- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF DIMENSIONS AND LEGEND
- 3 SEE SHEET 7 FOR LINE AND CURVE TABLES



**TRACT 4173  
RIVER ISLANDS - PHASE 2  
VILLAGE 41 UNIT 1**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 17, 18 AND 19 OF TRACT 4149 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 AND 6 ONLY

LINE #	DIRECTION	LENGTH
L1	N89°13'45"E	48.19'
L2	N26°42'56"E	48.19'
L3	N22°12'07"E	48.19'
L4	N19°41'18"E	48.19'
L5	N1°46'05"W	48.19'
L6	N5°16'57"W	48.22'
L7	N8°47'52"W	48.22'
L8	N12°18'47"W	48.22'
L9	N15°49'42"W	48.22'
L10	N19°20'37"W	48.22'
L11	N22°47'28"W	47.26'
L12	N1°42'36"W	49.01'
L13	N88°39'48"W	51.66'
L14	N22°28'41"W	42.02'
L15	N1°35'00"W	42.03'
L16	N13°17'09"W	42.03'
L17	N8°15'09"W	50.00'
L18	N2°45'53"W	50.34'
L19	N14°41'57"E	42.00'
L20	N19°17'24"E	42.00'

LINE #	DIRECTION	LENGTH
L21	N23°53'11"E	42.00'
L22	N28°28'48"E	42.00'
L23	N25°36'43"W	42.00'
L24	N25°27'10"W	42.01'
L25	N80°34'41"E	35.36'
L26	N9°05'19"W	35.36'
L27	N80°54'41"E	35.36'
L28	N20°25'38"W	30.46'
L29	N41°47'52"W	42.79'
L30	N69°34'22"E	18.00'
L31	N1°36'37"E	49.76'

CURVE #	RADIUS	DELTA	LENGTH
C1	685.00'	3°55'32"	46.93'
C2	685.00'	3°30'49"	42.01'
C3	685.00'	3°30'49"	42.01'
C4	685.00'	3°30'49"	42.01'
C5	685.00'	3°30'49"	42.01'
C6	625.00'	4°35'37"	50.11'
C7	625.00'	4°35'37"	50.11'
C8	625.00'	4°35'37"	50.11'
C9	625.00'	4°35'37"	50.11'
C10	625.00'	5°08'04"	56.01'
C11	105.00'	12°42'11"	23.28'
C12	20.00'	69°29'05"	24.26'
C13	30.00'	17°37'31"	9.23'
C14	30.00'	38°34'54"	20.20'
C15	815.00'	3°12'16"	45.58'

NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BEARINGS AND LEGEND
3. SEE SHEET 8 FOR MONUMENTATION NOTES



A PORTION OF PARCEL 1E, PESCADERO, BEING A SUBDIVISION OF PARCELS 7, 8 AND 9 OF TRACT 4173, RIVER ISLANDS - PHASE 2, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA. AUGUST 2023

TRACT 4173  
RIVER ISLANDS - PHASE 2  
VILLAGE 41 UNIT 1

