CITY MANAGER'S REPORT MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING

RESCIND PREVIOUS APPROVAL AND APPROVE ITEM: MODIFIED FINAL MAP FOR TRACT 4131 VILLAGE SUBDIVISION IMPROVEMENT *KK* AND AGREEMENT FOR 75 LOTS WITHIN OLD RIVER **DISTRICT OF RIVER ISLANDS** Adopt Resolution Rescinding Previous Approval and **RECOMMENDATION:** Approving Modified Final Map for Tract 4131 Village "KK" within the Old River District, Totaling 75 Single Subdivision Improvement Lots, and Family Agreement with River Islands Stage 2B, LLC

SUMMARY:

The proposed Final Map for Tract 4131, River Islands-Stage 2B Village "KK" (Tract 4131) was modified from the previous version that was approved by Council on October 9, 2023 to adjust lot lines. River Islands Stage 2B, LLC (River Islands) is proposing seventy-five (75) 50' x 68' single family lots for Van Daele Homes. A Vicinity Map is included as Attachment "B".

At the developer's request, staff recommends that the City Council rescind the previous approval of the Final Map for Tract 4131 and approve the proposed modified Final Map for Tract 4131 and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands, by Resolution included as Attachment "A".

BACKGROUND:

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

On July 11, 2022, Council approved the first version of the Final Map for Tract 4131. However, the map was never recorded at the request of River Islands due to the previous homebuilder deciding to not purchase and develop the site.

On October 9, 2023, Council rescinded the first version of the Final Map for Tract 4131 and approved the second version of the Final Map. River Islands modified the lots within Tract 4131 to accommodate both a primary and secondary dwelling unit. River Islands is now proposing to modify the lots to accommodate primary dwelling units only. River Islands and staff request Council rescind the previous approval of the Final Map for Tract 4131 and approve the modified Final Map.

CITY MANAGER'S REPORT MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING **RESCIND PREVIOUS APPROVAL AND APPROVE MODIFIED FINAL MAP FOR TRACT 4131 VILLAGE "KK", AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 75 LOTS WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS**

As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include an SIA to guarantee specific offsite and onsite improvements. The total cost of the improvements for Tract 4131 is \$1,183,000, however, a large percentage of the improvements have already been constructed and therefore do not need to be guaranteed. Performance and labor & material securities have been provided with the SIA for Tract 4131 that guarantee the unfinished improvements in the amount of:

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

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

Pursuant to Resolution 23-5259 dated April 10, 2023 Tract 4131 is within the boundaries of City of Lathrop Community Facilities District (CFD) 2023-1 and therefore does not need to be annexed. However, Tract 4131 will need to be annexed into the Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA) CFDs for maintenance purposes. Annexation into CFDs administered by RD 2062 and RIPFA is required as part of the escrow instructions prior to recording of the final map.

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

REASON FOR RECOMMENDATION:

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

Do	cuments	Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Received

CITY MANAGER'S REPORT MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING **RESCIND PREVIOUS APPROVAL AND APPROVE MODIFIED FINAL MAP FOR** TRACT 4131 VILLAGE "KK", AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 75 LOTS WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

5.	Street Improvement, Landscape, Light & Joint Trench	Completed				
6.	Geotechnical Report	Completed				
7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed				
8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed				
9.	Allocation of Water and Sewer capacity	Completed				
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed				
11.	Submitted Certificate of Insurance, Tax Letter	Completed				
12.	Submitted Preliminary Guarantee of Title	Completed				
13.	. Escrow Instructions Complete					
14.	Tract 4178 Village "KK" – City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation					
Fees		Status				
1.	Final Map plan check fee	Paid				
2.	Improvement Plans - Plan check and inspection fees	Paid				
3.	Sierra Club Settlement fee	To be paid in escrow				

FISCAL IMPACT:

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

ATTACHMENTS:

- Resolution Rescinding Previous Approval and Approving Modified Final Map for Α. Tract 4131 Village "KK" within the Old River District, Totaling 75 Multi-Family Lots, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- Vicinity Map Tract 4131 Village "KK" Β.
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4131, Village "KK"

CITY MANAGER'S REPORT PAGE 4 MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING RESCIND PREVIOUS APPROVAL AND APPROVE MODIFIED FINAL MAP FOR TRACT 4131 VILLAGE "KK", AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 75 LOTS WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

- D. Escrow Instructions for Final Map Tract 4131 Village "KK"
- E. Final Map Tract 4131 Village "KK"

CITY MANAGER'S REPORT MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING **RESCIND PREVIOUS APPROVAL AND APPROVE MODIFIED FINAL MAP FOR** TRACT 4131 VILLAGE "KK", AND SUBDIVISION IMPROVEMENT **AGREEMENT FOR 75 LOTS WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS**

APPROVALS

Verónica Albarran Junior Engineer

Brad Taylor **City Engineer**

Cari James Finance Difector

Michael King Assistant City Manager

Salvador Navarrete City Attorney

Z

Stephen Salvatore City Manager

03/12/2024 Date

3/18/2024

Date

Date

3.13.2024 Date

3-14.2024 Date

3.18.24

Date

RESOLUTION NO. 24-

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

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

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

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

WHEREAS, on July 11, 2022, Council approved the first version of the Final Map for Tract 4131. However, the map was never recorded at the request of River Islands Stage 2B, LLC (River Islands) due to the previous homebuilder deciding not to purchase or develop the site; and

WHEREAS, on October 9, 2023, at the developer's request, Council rescinded the first version of the Final Map for Tract 4131 and approved the second version of the Final Map for Tract 4131. River Islands modified the lots within Tract 4131 to accommodate both a primary and secondary dwelling unit; and

WHEREAS, River Islands is now proposing to modify the lots to accommodate primary dwelling units only. River Islands and staff request Council rescind its previous approval of the Final Map and approve the modified Final Map; and

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

WHEREAS, River Islands provided performance and labor & material with the SIA for Tract 4131 that guarantee the unfinished improvements in the amount as follows:

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

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

WHEREAS, pursuant to Resolution 23-5259 dated April 10, 2023 Tract 4131 is within the boundaries of City of Lathrop Community Facilities District (CFD) 2023-1 and therefore does not need to be annexed. However, Tract 4131 will need to be annexed into the Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA) CFDs for maintenance purposes. Annexation into CFDs administered by RD 2062 and RIPFA is required as part of the escrow instructions prior to recording of the final map; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary payments of all fees and required security to guarantee execution of the documents related to the SIA.

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

- 1. Rescind previous approval of Final Map and Subdivision Improvement Agreement dated October 9, 2023 for Tract 4131.
- 2. Approve the modified Final Map for Tract 4131, as attached to the March 25, 2024 staff report that accompanied this resolution, and authorize recordation with the San Joaquin County Assessor/Recorder/County Clerk Office once the terms and conditions of the escrow instructions are met.
- 3. Approve a Subdivision Improvement Agreement with River Islands Stage 2B, LLC, in substantially the form as attached to the March 25, 2024 staff report and authorize the City Manager to execute.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 25^{th} day of March 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

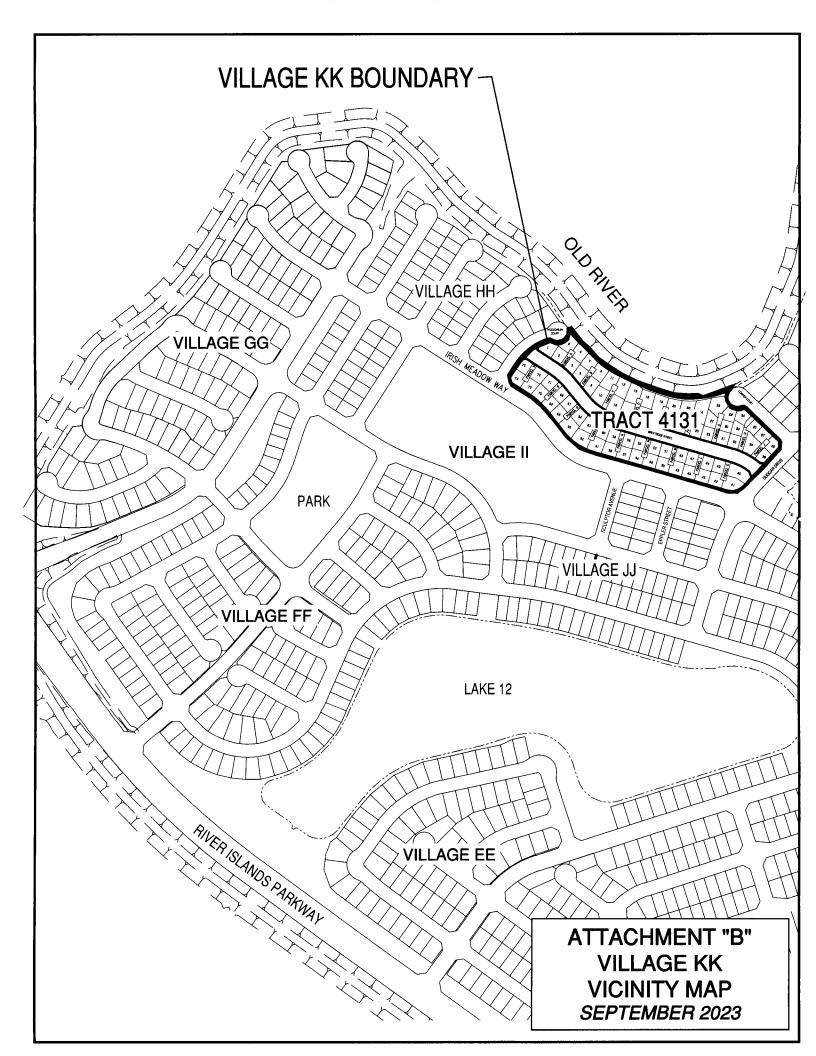
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



ATTACHMENT

SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

FOR TRACT 4131 VILLAGE "KK" 75 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this 25th day of March 2024, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Stage 2B, LLC, a Delaware limited liability company, (hereinafter "SUBDIVIDER"). This Agreement supersedes the previous Tract 4131 Subdivision Improvement Agreement that was approved by City Council on October 9, 2023.

B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4131 Stage 2B Village "KK" (Tract 4131). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4131 located within the Old River District of River Islands Phase 2, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided by SUBDIVIDER that guarantee the unfinished improvements for Tract 4131, in the amount shown in Section 8 of this Agreement.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4131 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4131. Improvement plans, and street light plans have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4131 are required security as outlined in this Agreement is required.

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

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

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

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4131 that is conveyed to a private interest not associated with the transfer of title of Tract 4131 associated with the filing of Tract 4131 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4131, or March 25, 2025, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

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

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

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

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$118,300, equal to 10% of the estimated cost of the Improvements for the Tract 4131 entire area (\$1,183,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.

7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to

complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

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

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

8. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4131 as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

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Unfinished Improvement Total:	\$202,900
Performance Bond (Bond No. 0799673):	\$223,190
Labor & Materials Bond (Bond No. 0799673):	\$111,595

Table 1 – Bond Values

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

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

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

SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, 12. commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

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

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

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

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

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

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

19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4131.

20. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

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

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

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

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

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

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

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

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

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

ATTACHMENTS:

- EXHIBIT A FINAL MAP TRACT 4131
- EXHIBIT B TRACT 4131 STAGE 2B VILLAGE "KK" AREA
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: TRACT 4131 UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 25th day of March 2024, 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:

BY:

Teresa Vargas Date City Clerk

BY:

Stephen J. Salvatore Date City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

3.14-2024

Date

Salvador Navarrete City Attorney

SUBDIVIDER

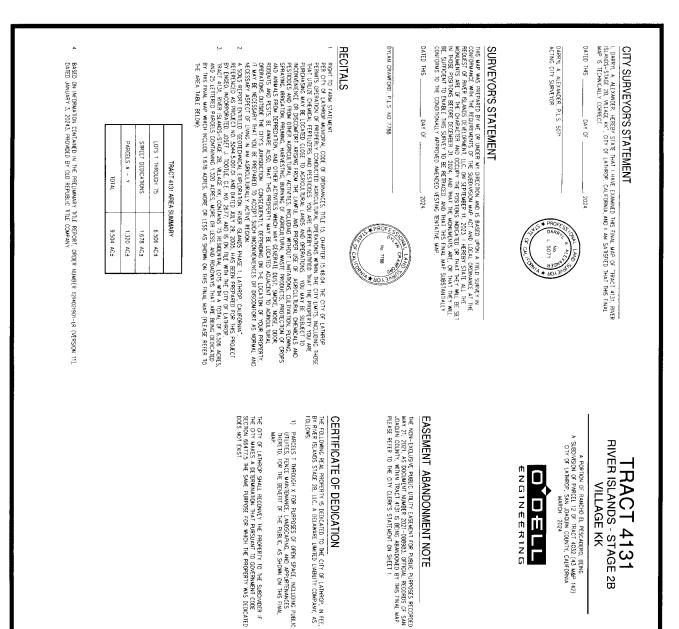
River Islands Stage 2B, LLC, a Delaware limited liability company

BY:

Susan Dell'Osso President

EXHIBIT "A"

FINAL MAP - TRACT 4131



REFERENCES

(RI)

- TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP. FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.J.C.R. (43 M&P 142)
- (RZ) TRACI 4088, RVRP SLANDS-STAGE 2A, VILLAGE HH, FLED OCTOBER 25, 2021, N BOOK 43 OF MAPS AND PLAIS, PACE 198, S.U.C.R. (43 M&P 198)
- (R3) TRACI 4052, RIVER ISLANDS-STACE 28, WILLAGE JUT, FILED JANUARY 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 157, S.LC.R. (43 M&P 157)
- (R4) TRACT 4093, RIVER ISLANDS-STACE 2A, VILLACE LL1, FILED AUGUST 11, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 181, S.J.C.R. (43 MaP 181)

SIGNATURE OMISSIONS

- PURSIANT TO SECTION 65435 OF THE CAUFORMA SUBDIVISION MAP ACT. THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED
- RECLAMED 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.

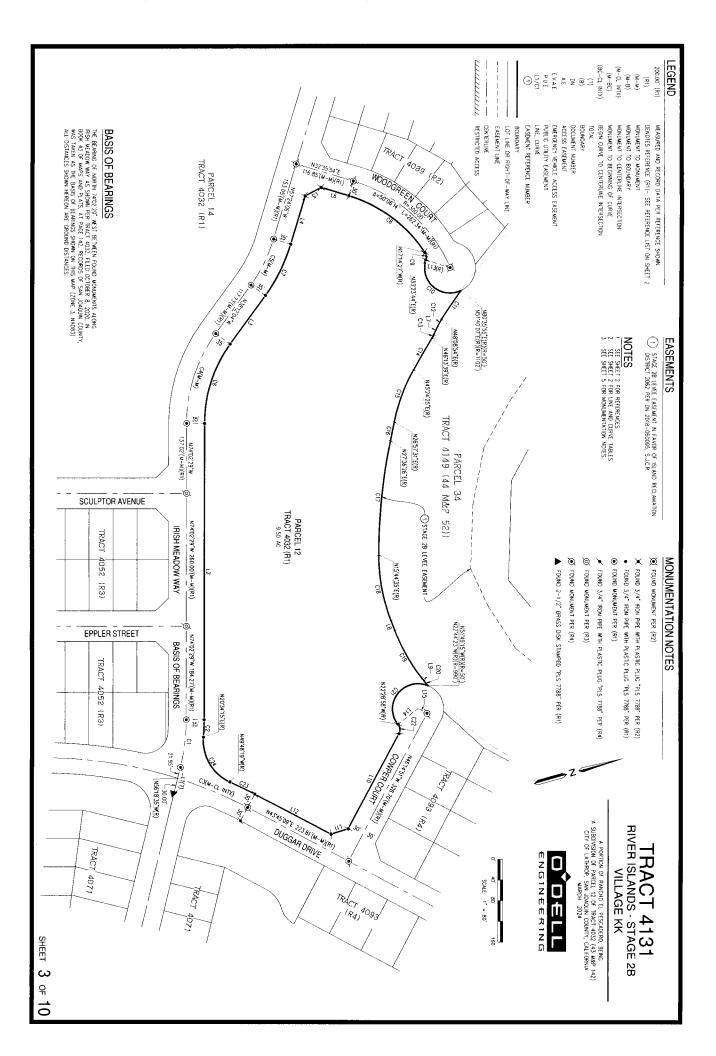
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

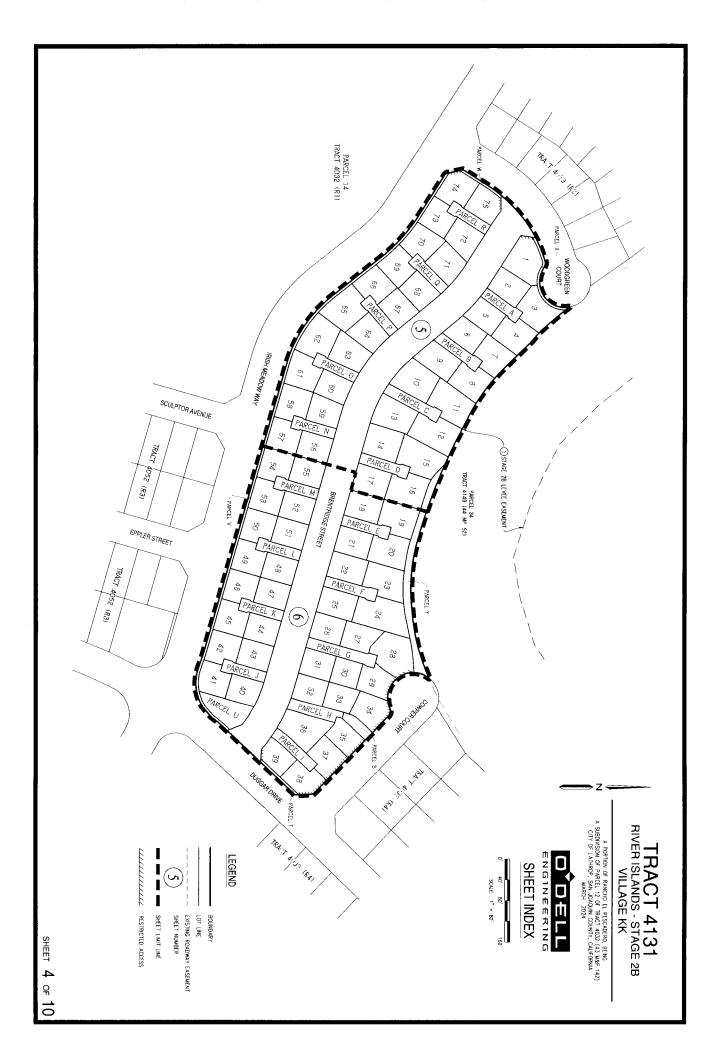
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C20	C19	C18	C17	C16	C15	C14	C13	C12	9	C10	69	CB	C7	66	ន	Ç4	ន	C2	2	CURVE	
990.00	370.00	355.00	1090.00	3315.00	340.00	5020.00	80.00	120.00	1102.00	50.00	17.00	270.00	335.00	265.00	300.00	300.00	850.00	435.00	400.00	RADIUS	CURVE
0'40'28"	16'46'06"	21'02'24"	11'51'51"	0"38'55"	18'26'55"	0"49"13"	5'15'01"	710'16"	3'31'13"	132.47.49	50'38'11"	40'09'39"	19'12'02"	35'50'24"	1912'02"	35'50'24"	10'03'44"	4"36"44"	13"42'26"	DELTA	re table
11.65'	108.28	130.36'	225.70	37.53	109.48	71.88'	7.33'	15.02'	67.71	115.89	15.02'	189.25	112.26	165.76	100.53	187.66	149.28	35.02'	95.69'	LENGTH	
																C24	C23	C22	21	CURVE	

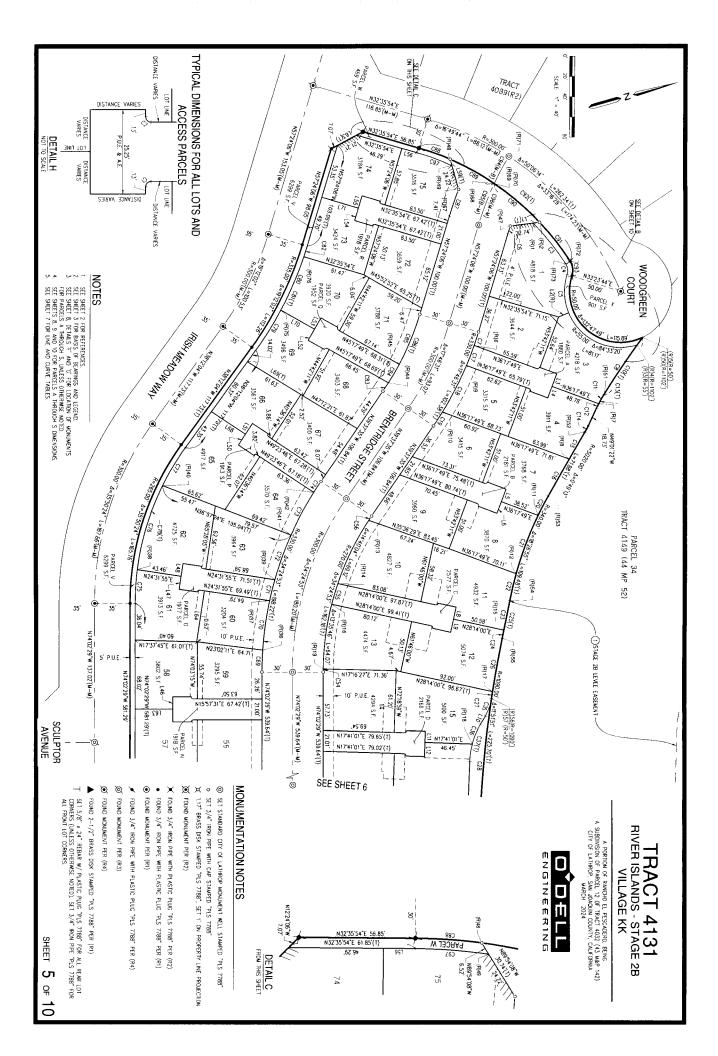
109.32'	70'22'34'	89.00	C24
54.64	3'33'28"	880.00	C23
19.65	66'14'06'	17.00	C22
131.48	150'39'42	50.00	C21
LENGTH	DELTA	RADIUS	CURVE
	CURVE TABLE	CURV	

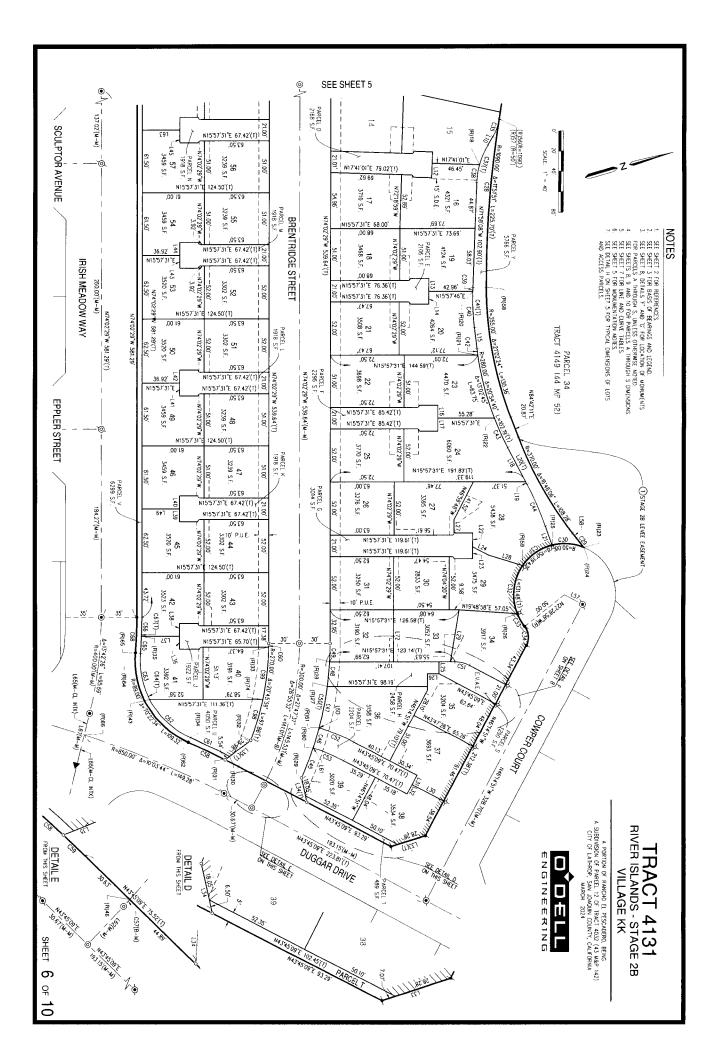
SHEET

2 o_F 10



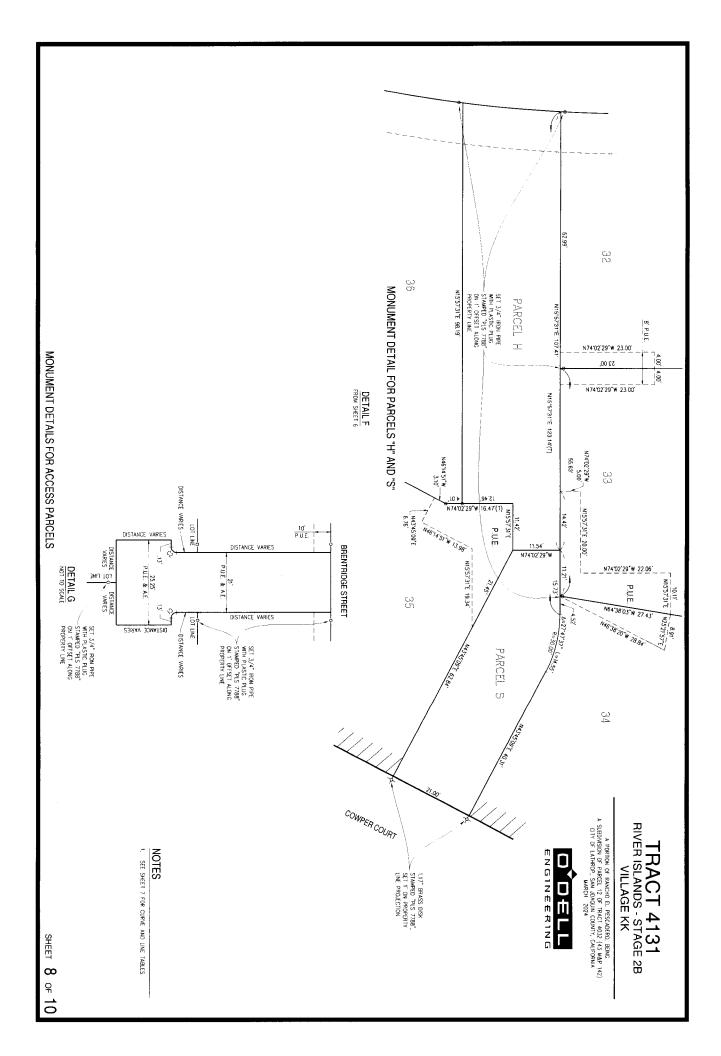


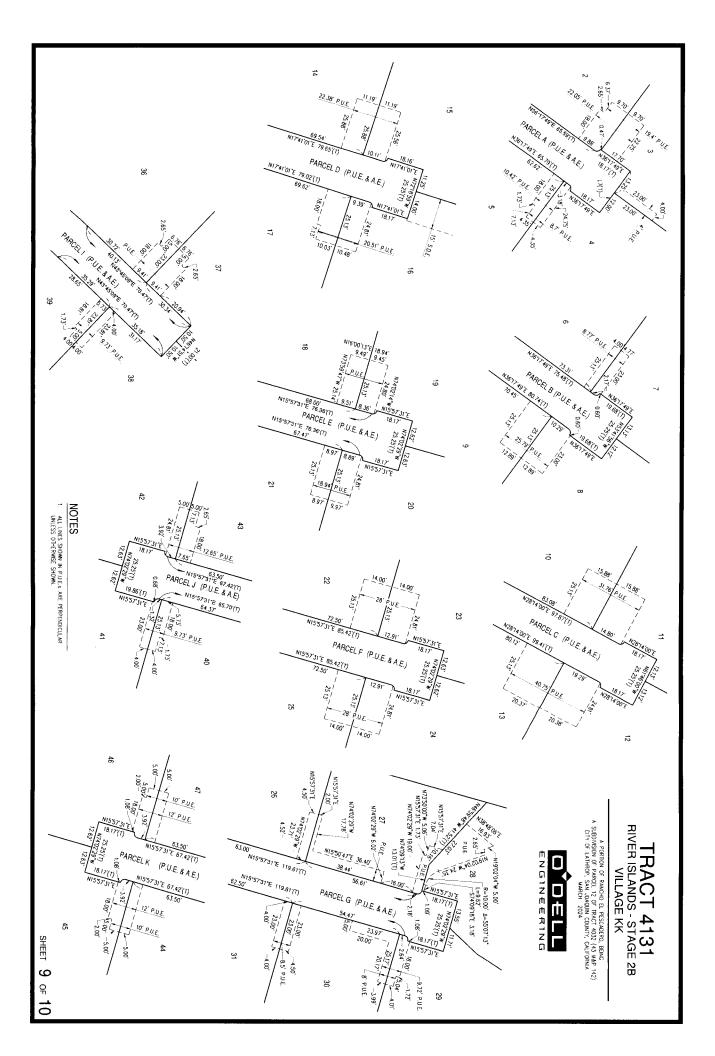




SHEET 7 OF 10						(R)60 \$34°11'55'W	(R)40 N42°12'57"E	N17°13'33"E	(R)20
	C99 270.00 [°] 10'55'50″ 51.51'	C79 340.00° 747745° 46.26°	C59 880.00' 0'56'47' 14.54'				N31°51'05"E	N16°35'34"E	(R)19
-	270.00' 9'04'07"	260.00' 35'50'24'	880.00' 2'36'41"			(R)58 N15°44'35"E	(R)38 N23"12'20"E	N30748'03"E	(R)18
	7*49'29*	260.00 9'34'59"	300.00 0'51'46			(R)57 S24°27'37'W	(A)37 N28°11'16"E	N24°49'15"E	(R)17
	C96 300.00' 14'00'11" 73.32'	260.00' 19'00'37"	270.00' 1'02'50"	W	(R)76 S34°26'26'W	(R)56 N24°27'37"E	(R)36 N19°41'47"E	N30"1120"E	(R)16
••	300.00' 8'14'21"	260.00 714'48"	270.00 4'28'10	W	(R)75 S44°00'09"W	(R)55 N27"36'26"E	(R)35 S18°24'17"W	S27°27'58"W (F	(R)15
	C94 300.00' 5'45'50" 30.18'	330.00' 214'41"	270.00' 0'38'03"	W	(R)74 S27°39'24"W	(R)54 N26°57'31"E	(R)34 S49°48'19"E	N34°39'30"E	(R)14
		330.00' 813'26"	189.00' 9'43'13"	m	(R)73 S17°14'27"E	(R)53 N45°24'25-E		N4921934"E (F	(FI)13
	C92 270.00 [°] 40'09'39" 189.25 [°]	C7Z 330.00' 8'03'13" 46.39'	210.00'		(R)72 S17°14'27"E	(R)52 N46°13'39"E	(H)32 \$36°43'31"W	N31°31'03"E	(R)12
	C91 270.00' 10'16'00" 48.38'	330.00' 3'39'49"	30.00' 27'47'37"	Ť	(R)71 S40°34'22"E	(R)51 N48°08'54"E	(R)31 S47°11'38"E	N41°48'38"E	(R)11
	C90 270.00' 12'25'42" 58.57	C70 330.00' 8'29'29" 48.91'	330.00'	ň	(R)70 N46°36'05"E	(R)50 N51°40'07"E	(R)30 S47°02'19"E	S47°36'07"W	(R)10
	C89 270.00' 10'32'09" 49.65'	C69 330.00' 3'44'16" 21.53'	C49 330.00 3'08'09" 18.06'	5 m	(R)69 N40°50'15"E	(R)49 S49°34'37"E	(R)29 \$39°41'12"W	S38°40'29"W (F	(R)9
	C88 270.00' 6'55'48" 32.66'	C68 435.00' 4'36'44" 35.02'	C48 330.00' 4'11'07" 24.11'	9"m	(R)68 S39°56'09"E	(R)48 S50°28'18"E	(R)28 S19°05'41"W	N45°52'46"E (F	8(FI)
	C87 330.00° 4°47'17" 27.58°	C67 440.00° 4"36'44" 35.42'	C47 330.00' 7'16'13" 41.87	m	(R)67 N37°23'11'E	(R)47 N34°15'37'E	(A)27 S23°16'48'W	N43°19'16"E (P	(R)7
	C86 270.00' 17'46'31" 83.76'	C66 440.00 2"26'45" 18.78	C46 330.00' 3'38'54' 21.01'	5"m	(R)66 S56°18'35"E	(R)46 S42°53'23"W	(R)26 N5°45'38"W	S35°01'40"W (P	9(FI)
	C85 270.00 [°] 11113'07" 52.87'	C65 440.00° 2'09'58" 16.64	C45 330.00' 5'29'17" 31.61'	W	(R)65 S20°34'15"W	(R)45 S43°49'01"W	(A)25 S88°16'55"E	S80°35'55"W (F	(R)5
	C84 270.00 [°] 4'27'28 [°] 21.01 [°]	C64 84.00 70'22'34" 103.18	C44 308.00' 8'16'48" 44.51'	5"E	(R)64 N20°34'15"E	(R)44 S48°16'29'W	(R)24 S51°49'15"E	N51°11'47"E (P	(R)4
	C83 270.00° 2705'55° 9.89'	C63 84.00' 31'42'54" 46.50'	C43 280.00 6729'51 31.75	rw	(R)63 N49°48'19"W	(R)43 N11*08'39'W	(R)23 N22°44'23"W	S88°53'16"W (F	(R)3
	C82 340.00 [°] 1'50'32 ^{°°} 10.93 [°]	C62 84.00 [°] 38'39'40 [°] 56.68 [°]	C42 280.00' 1'22'04" 6.68'	"	(R)62 S49°48'19"E	(R)42 N48°07'43"E	(R)22 N5°23'00"W	S27°30'27"E (F	(R)2
	C81 340.00' 19'12'02" 113.94'	C61 885.00° 2'46'00° 42.73'	C41 250.00' 9'00'03" 39.27'	W	(R)61 S30°33'01"W	(R)41 N39°54'18"E	(R)21 N7°39'45"E	S28°18'23"E (F	(R)1
	CURVE # RADIUS DELTA LENGTH	CURVE # RADIUS DELTA LENGTH	CURVE # RADIUS DELTA LENGTH	N	LINE # DIRECTION	LINE # DIRECTION	LINE # DIRECTION L	DIRECTION	LINE #
	CURVE TABLE	CURVE TABLE	CURVE TABLE	s	RADIAL BEARINGS	RADIAL BEARINGS	RADIAL BEARINGS	RADIAL BEARINGS	RAD
					N34'01 55 E 1.04	12.63	L40 N/4 02 29 W 1	N/00/09 E 40.00	LZU
		C40 250.00° 8''11'44‴ 35.76'	C20 340.00 3'35'48 21.34			5 5 6	# 67 70 H/N	+	100
		250.00 0'48'19"	330.00' 2'46'17			5 50		N78"07"09"E 35.03	19
		C38 50.00' 12'46'11" 17.83	80.00		-+-			-	118
		80.00 27'38'53	330.00 3.38.49		-+-	157	\$15'57'31°W	-	117
		80.00 14 52 42	02 02 V 0V.V20L			55	N74'02'29"W	-	116
		50.00 21 12 02	5020.00, 0.28,20,		-+-	155	N21"32"41"W	N80'58'11"W 20.34'	۲۱۶
		50 M ¹ 211 X/00"	5020.00 0'20'53"			154	L34 N85'58'00"W 2	N74'02'29"W 12.63	[14
		17.00' 5614'06"	80.00 5'15'01"		-+	35.36' L53	L33 N01'14'51"W 3	N74'02'29"W 12.62'	E13
		50.00 15:43'20"	120.00' 7'10'16"	L72 N74'02'29"W 51.00	N44-42'11"W 12.63'	10.50' LS2	L32 N46'14'51"W 1	N7218'59"W 14.00	L12
		50.00' 56.26.34"	120.00' 2'20'38"	L71 \$32'35'54"W 37.21"	N40'36'14 W 12.63'	10.50 [°] L51 I	L31 N46'14'51"W 1	N7218'59'W 11.25'	נוז
		50.00' 41.02'19"	120.00' 4*49'38"	\$45'16'23"W	+	150		N4479'15"W 10.02'	L10
		50.00' 36'27'40"	1102.00' 3'31'13"	N47"21'03"E		L49	-+	N61"46"00"W 13.13"	61
		1000.00 01002 000.00' 0140'38"	1102.00' 0'28'20"	S49'23'46"W	+	L48	+	N61*46'00"W 12.13'	18
		1000.00' 8'4 3'02"	1102.00' 3'02'53"	N60"20'02" W		L47		S53*42'11"E 25.25'	۲7
		1000.00 2.1.1	330.00' 2'25'46"	N60"20'02" W	-	L46		N53'41'56"W 12.13'	16
市市力120	市 Z G I Z 市 市	1000.00' 2'47'11"	270.00' 1'39'43"	N50'20'02"W		11.54' L45 I	L25 N74'02'29"W 1	N53'41'56"W 13.13'	15
		3315.00' 0'38'55"	55.00' 39'57'08"	L64 N65"28'05"W 50.62"	N74'02'29"W 12.63'	18.36' L44 I	L24 S43'02'18"W 1	N53*42'11"W 12.00	4
		3315.00' 0'08'27"	12.00' 50'38'11"	L63 S15'57'31"W 36.92'	N74'02'29"W 12.63'	11.71 ['] L43 I	L23 S74'02'29"E 1	N53*42'11"W 13.25	L3
UACOIN COUNTY, CALIFORNIA H 2024	CITY OF LATHROP, SAN JU MARCH	3315.00' 0'30'28"	265.00' 11'03'56"	L62 N46"14"51"W 25.48	N74'02'29 W 12.63	13.55' L4Z I	L22 \$74"02'29"E 1.	N06'33'24"W 10.86	٢2
SUBDIVISION OF PARCEL 12 OF TRACT 4032 (43 M&P 142)	A SUBDIVISION OF PARCEL 12	340.00' 4'33'32"	2.00' 90'00'00"	L61 N34'01'55"E 0.43'	N74'02'29"W 12.63'	19.83 L41 I	L21 N86-23'57"E 1	N08'48'51"E 28.98	5
D EL DESCADEDO DEMO	A DADTIAN OF BANCH	340.00' 10'17'35"	2.00' 90'00'00"	LINE # DIRECTION LENGTH	DIRECTION LENGTH	LENGTH LINE #	LINE # DIRECTION (E	DIRECTION LENGTH	LINE #
옷		CURVE # RADIUS DELTA LENGTH	CURVE # RADIUS DELTA LENGTH	LINE TABLE	LINE TABLE		LINE TABLE	LINE TABLE	
DS - STACE 2B		CURVE TABLE	CURVE TABLE						
RACT 4131	TRAC								
	1								

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





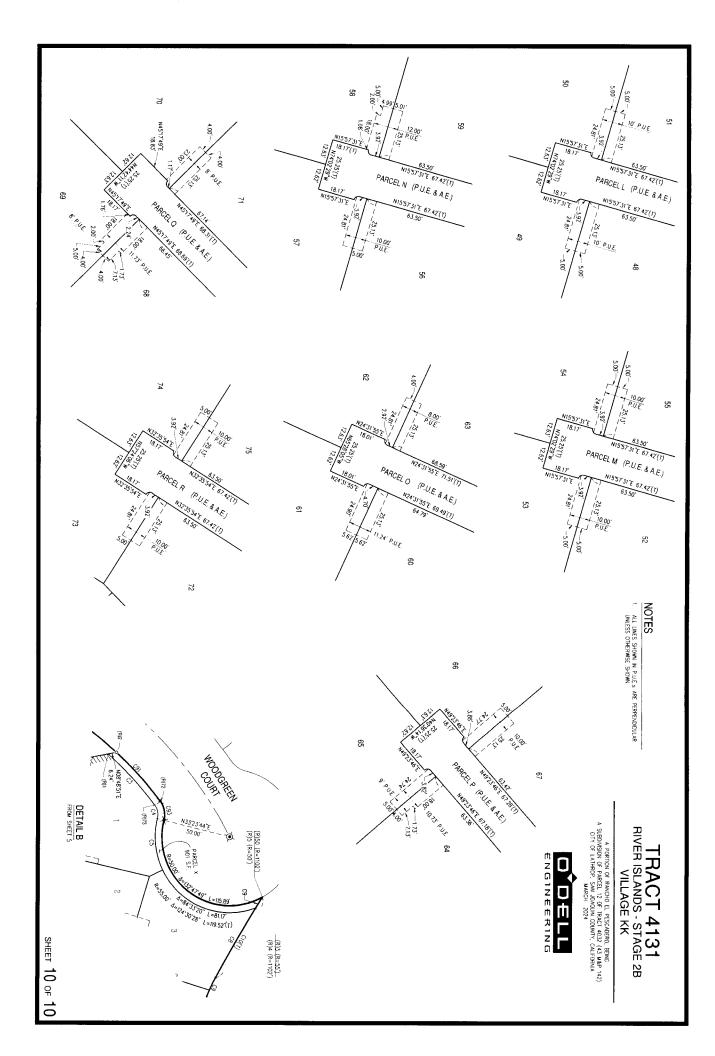


EXHIBIT "B"

TRACT 4131 STAGE 2B VILLAGE "KK" AREA

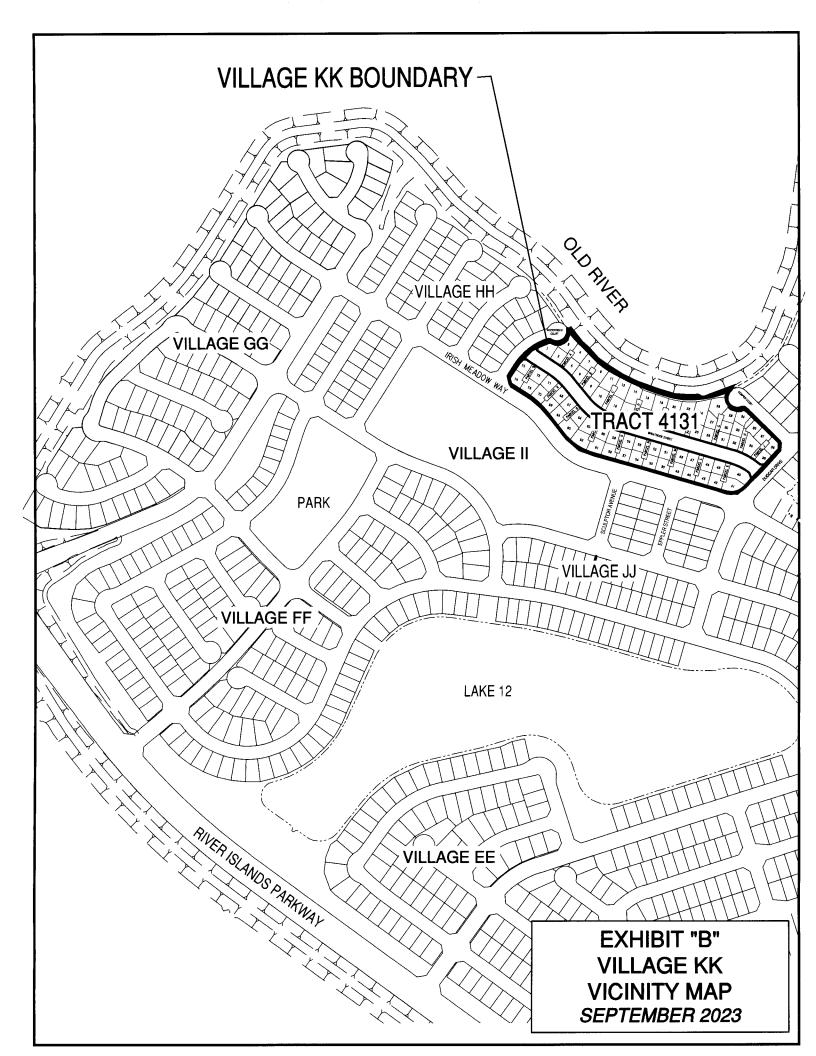


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/15/2024

CERTIFICATE DOES NOT AFFIRMATIN BELOW. THIS CERTIFICATE OF INSU REPRESENTATIVE OR PRODUCER, AN	/ELY JRAN D TH	' OR NCE IE CE	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	Y AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS , EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ITE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED						
	to th	e ter	ms and conditions of th							
PRODUCER				CONTA NAME:	ст Gloria Gal	priel				
Alliant Insurance Services, Inc. 333 S Hope St Ste 3750				PHONE (A/C, No			FAX (A/C, No):			
Los Angeles CA 90071				É-MAIL ADDRE	ss: Gloria.Ga	abriel@alliant	.com			
-					INS	SURER(S) AFFOR	RDING COVERAGE		NAIC #	
			License#: 0C36861	INSURE	RA: United S	pecialty Insu	rance Co.		12537	
INSURED Biver Jelende Steen 28, J.L.C.			RIVEISL-01	INSURE	RB:					
River Islands Stage 2B, LLC 73 W. Stewart Road				INSURE	RC:					
Lathrop, CA 95330				INSURE	RD:		· ·····			
				INSURE	RE:					
				INSURE	RF:					
			NUMBER: 638582904				REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY REC CERTIFICATE MAY BE ISSUED OR MAY P EXCLUSIONS AND CONDITIONS OF SUCH P	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPEC	т то ч	WHICH THIS			
INSR TYPE OF INSURANCE INSD WYD POLICY NUMBER					POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	5		
A X COMMERCIAL GENERAL LIABILITY	Y		ATN2036868		3/19/2024	3/19/2027	EACH OCCURRENCE	\$ 2,000	,000	
CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$0		
							MED EXP (Any one person)	\$0		
							PERSONAL & ADV INJURY	\$ 1,000	,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	,000	
POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,000	,000	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$		
ANY AUTO							BODILY INJURY (Per person)	\$		
OWNED SCHEDULED AUTOS ONLY AUTOS							· · · · · · · · · · · · · · · · · · ·	\$		
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
								\$		
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$		
DED RETENTION \$								\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER			
ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$		
(Mandatory in NH)	OFFICER/MEMBEREXCLUDED?						E.L. DISEASE - EA EMPLOYEE	\$		
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	ES (AC	CORD	101, Additional Remarks Schedul	le, may b	e attached if mor	e space is require	ed)		, ,	
Re: FM 4131 City of Lathrop, its officers, City Council, boa respects to General Liability. General Liability Lathrop, its officers, employees and agents. 30 days advanced written notice to Certificat	thereo utory wi	f, its employe th any other i	es and agent	s are included as Addition orce for or which may be p	al Insu ourchas	reds as ed by City of				
CERTIFICATE HOLDER				CANC	ELLATION					
City of Lathrop 390 Towne Centre Drive				THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B Y PROVISIONS.			
Lathrop CA 95330						uts:	ORD CORPORATION.	All sice		

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

United Specialty Insurance Company

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

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

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

and

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

or

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

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

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

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

SCHEDULE Name and Address of Other Person/Organization

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

Number of Days Notice

30

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

EXHIBIT "D"

UNFINISHED IMPROVEMENT COST ESTIMATE AND TRACT 4131 – FULL IMPROVEMENT COST



ENGINEERING

June 24, 2022 Job No.: 25504-92

ENGINEER'S BOND ESTIMATE COST TO COMPLETE RIVER ISLANDS - Stage 2B VILLAGE KK (75 LOTS) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

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

Notes:

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



ENGINEERIN

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

September 3, 2021 Job No.: 25504-92

\$

388,455.00

Item	Description	Quantity	Unit		Unit Price		Amount
	SITE PREPARATION						
1	Mobilization ⁵	1	LS	\$	90,000.00	\$	90,000.00
2	Clearing, Grubbing, Stripping, and Site Preparation	10	AC	\$	1,000.00	\$	10,000.00
3	Erosion Control	10	AC	\$	2,500.00	\$	25,000.00
4	Demolition (budget)	1	LS	\$	20,000.00	\$	20,000.00
	a) Demo Pavement	140	SF	_		-	
	b) Vertical Curb and Gutter (with AB cushion)	232	LF	-		-	
	c) Concrete Sidewalk	475	SF	-		-	
	d) Field Inlet	3	EA	-		-	
	e) Catchbasin	1	EA	-		-	
	e) 15" Storm Drain Pipe	32	LF	-		-	
	f) 24" Storm Drain Pipe	77	LF	-		-	
	g) 8" Sanitary Sewer Pipe	105	LF	-		-	
	h) 8" Water Pipe	155	LF	-		-	
	g) Streetlights (remove and relocate)	2	EA	-		-	
	Subtotal Site Preparation					\$	145,000.00
	Grading						
5	Earthwork	15,600	CY	\$	5.00	\$	78,000.00
6	Retaining Wall	375	SF	\$	25.00	\$	9,375.00
7	Finish Pads	75	EA	\$	600.00	\$	45,000.00
	Subtotal Grading					\$	132,375.00
	STREET WORK						
8	Fine Grading	76,200	SF	\$	0.45	\$	34,290.00
9	4.5" AC Paving	38,200	SF	\$	2.25	\$	85,950.00
10	8" Aggregate Base	38,200	SF	\$	1.20	\$	45,840.00
11	Vertical Curb and Gutter (with AB cushion)	725	LF	\$	15.00	\$	10,875.00
12	Rolled Curb and Gutter (with AB cushion)	2,280	LF	\$	15.00	\$	34,200.00
13	Concrete Sidewalk	11,700	SF	\$	5.00	\$	58,500.00
14	Driveway Approach	19	EA	\$	600.00	\$	11,400.00
15	Handicap Ramps	4	EA	\$	2,500.00	\$	10,000.00
16	Survey Monuments	8	EA	\$	300.00	\$	2,400.00
17	Traffic Striping & Signage	2,000	LF	\$	5.00	\$	10,000.00
18	Dewatering (budget)	1	LS	\$	85,000.00	\$	85,000.00

Subtotal Street Work

6200 STONERIDGE MALL ROAD, SUITE 330, PLEASANTON, CA 94588 + P. 925 223 8340 + F:209 571 2466

em	Description	Quantity	Unit	Unit Price	Amount
CIII	STORM DRAIN	Quantity	<u></u>	 	
19	Catch Basins (curb inlet type 1 over type I manhole base)	6	EA	\$ 2,800.00	\$ 16.800.00
20	Catch Basins (type c inlet over type I manhole base)	6	EA	\$ 2,800.00	\$ 16,800.00
21	Catch Basins (type a inlet over type II manhole base)	1	EA	\$ 5,000.00	\$ 5,000.00
22	Field Inlet (type C inlet)	5	EA	\$ 2,800.00	\$ 14,000.00
23	12" Storm Drain Pipe (polypropylene)	810	LF	\$ 15.00	\$ 12,150.00
24	15" Storm Drain Pipe (polypropylene)	1.140	LF	\$ 18.00	\$ 20,520.00
25	18" Storm Drain Pipe (polypropylene)	220	LF	\$ 25.00	\$ 5,500.00
26	24" Storm Drain Pipe (polypropylene)	825	LF	\$ 31.00	\$ 25,575.00
27	Manholes (type I)	2	EA	\$ 3,000.00	\$ 6,000.00
28	Manholes (type II)	1	EA	\$ 5,000.00	\$ 5,000.00
29	Connect to Existing	2	EA	\$ 1,700.00	\$ 3,400.00
30	Storm Drain Stub & Plug	17	EA	\$ 1,000.00	\$ 17,000.00
	Subtotal Storm Drain				\$ 147,745.00
	SANITARY SEWER				
31	8" Sanitary Sewer Pipe	1,125	LF	\$ 28.00	\$ 31,500.00
32	Manholes	7	EA	\$ 4,000.00	\$ 28,000.00
33	Cleanouts	36	EA	\$ 500.00	\$ 18,000.00
34	4" Sewer Service Lateral	74	EA	\$ 600.00	\$ 44,400.00
35	4" Sewer Service Lateral off Existing Main (at Lot 1)	1	EA	\$ 1,000.00	\$ 1,000.00
36	6" Sewer Service Line	18	EA	\$ 1,000.00	\$ 18,000.00
37	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
	Subtotal Sanitary Sewer				\$ 143,900.00
	WATER SUPPLY				
38	8" Water Line (including all appurtenances)	1,280	LF	\$ 32.00	\$ 40,960.00
39	Water Service to Pods ³	36	EA	\$ 4,000.00	\$ 144,000.00
40	Individual Water Service ⁴	6	EA	\$ 2,000.00	\$ 12,000.00
41	Fire Hydrants	3	EA	\$ 4,000.00	\$ 12,000.00
42	Resilient Gate Valve	5	EA	\$ 1,550.00	\$ 7,750.00
43	Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000.00
	Subtotal Water Supply				\$ 224,710.00

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

Notes:

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

ATTACHMENT

March 25, 2024

Via Email and Hand Delivery

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

Re: Recordation of Final Map 4131; Escrow No. 1214021901

Dear Lori:

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

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

The Final Map will be recorded at the time designated by RIS2B as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2024, at the time designated in writing by RIS2B, subject to satisfaction of the conditions set forth below (each a "*Closing*"). If the Final Map has not been recorded by June 30, 2025, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIS2B for recordation in the Official Records of San Joaquin County, California ("*Official Records*").

B.1. One original Final Map for Tract 4131, executed and acknowledged by the City (provided to title by City).

B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIS2B).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RIS2B).

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements) (provided to title by RIS2B).

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2021-1 (Public Improvements) (provided to title by RIS2B).

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

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2020-1 (River Islands Supplemental); and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2021-1 (Public Improvements). The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1, 2020-1, 2021-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell'Osso (sdellosso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. <u>Funds and Settlement Statement</u>

You also have received, or will receive from RIS2B, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2B and City ("*Settlement Statement*"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2B.

• Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$35,853.00**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "*Sierra Club Agreement*"), constituting the amount of **\$3,774.00** multiplied by 9.50 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. <u>Closing Requirements</u>

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (<u>sdellosso@riverslands.com</u>); (b) Debbie Belmar (<u>dbelmar@riverislands.com</u>); (c) Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>); (d) Salvador Navarrete (<u>snavarrete@ci.lathrop.ca.us</u>; (e) Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), and

have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;

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

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

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

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

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Brad Taylor to record the Recordation Documents and complete the Transaction.

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

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

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

E.4. Refund any funds delivered to you by RIS2B that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

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

E.5. Notify Susan Dell'Osso (<u>sdellosso@riverslands.com</u>), Debbie Belmar (<u>dbelmar@riverislands.com</u>), Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>), Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), Teresa Vargas (<u>tvargas@ci.lathrop.ca.us</u>), Sarah Pimentel (<u>spimentel@ci.lathrop.ca.us</u>), and Jose Molina (<u>JMolina@sigov.org</u>) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2B, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

- (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
- (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

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

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

Very truly yours,

Stephen J. Salvatore	Date
City Manager	
City of Lathrop	

Susan Dell'Osso Date President River Islands Stage 2B, LLC

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

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

Old Republic Title Company

By:	
Its:	
Date:	

	and Site			THE VALUE LATE OF THE FLANNING COMMONDION SOLVED ALA LEVICIN THE VAR CORFARE TO VESTING TRAVING AUXIMICADION OF THE PLANNING COMUSSION AND APPROPRE THE CLANGLIFER RESOLVIDON NO. 21-4908 DATED THIS DAY OF 2024. RECARDO CAGUAT, COMMUNITY DEVELOPMENT DRECTOR GITY OF LATHROP	CITY ENGINEER'S STATEMENT PRODUCT A PROPERTING AND THE OFFICIAL PROPERTION OF LATHORE CALEBRIAL AND THAT THAT CHARGEN THE RAME AND THAT TALE TALES RECEASANCES FOR A MULLEG. FOR CAURDIN, AND THAT THAT CHARGEN TALES RAW HAREN IS SUBSTAILING THE SAME AND THAT THAT CHARGEN THE REQUISION OF MALCH AND AND APPROPED ATTENDIONS FREED PROPERTION OF THE APPROPERTING AND ADDRESS OF A MULLEG. FOR CAURDEN AND THERE CALEBRIAL AND THAT THE REQUISION SUBJECT AND ADDRESS AND AND APPROPED ATTENDIONS FREED STRETCHERE CALEBRIAL AND THAT THAT AND ADDRESS OF A MULLEG. FOR CAURDEN STRETCHERE CALEBRIAL AND THAT AND ADDRESS OF A MULLEG. FOR CAURDEN STRETCHERE CALEBRIAL AND ADDRESS OF A MULLEG. FOR THAT AND ADDRESS AND ADDRESS AND AND ADDRESS	BAD R. TATOR, R.C.E. 2223 CITY ENGNER OF THE CITY OF LATHERP. CALIFORNIA RECORDER'S STATEMENT	FIED THIS DAY OF DAY AT THE REQUEST OF GLD REPUBLIC THE COMPANY. REC. 1	BUTTACHMENT
	TRACT 4131 RIVER ISLANDS - STAGE 2B VILLAGE KK A PORTON OF RANCHOL LE PESCADERD, BENG A SUBDASON OF PAREN 12 OF TRACT 4027 (43 Mb/ 142) CIV OF LATHOR 5 2004 ADMIT, CALFORDIA	CITY CLERK'S STATEMENT CITY CLERK'S STATEMENT	1. TRESA VARCAS, OTY CLIPS. AND CLEW OF THE CITY COUNCL OF THE CITY OF IATHERP' STATE OF CAUFORMA. DO HEERERY STIT TAN'THE HERE BEADORD BAY HAR TAY, TREAT A13, TREAT A14, TR	TITLE 16.16 OF THE CITY OF LATHEOP AUNOPAL CODE ALSO, PIESLAWT OF SCHOOP MENA-SCHOLO, PAR E CAUFORMA, SHEDWISIN, MAP ACT, THE CITY OF LATHEOP DOES, PIESLAWT OF SCHOOP THE MON-FICLUSIVE PIERLIC UTITY'S ASSUMET FOR PIERLIC PIERLICE PIERLIC	THESA WARGANS OLERK OF THE CITY COUNCL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CLURGINIA OF CLURGINIA ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE) A NOTARY PUBLIC OF OTHER COMPLIANCE THIS CLEATECATE. VERTIES ONLY THE INDUTIFY A NOTARY PUBLIC OF OTHER COMPLIANCE THAT DOCUMENT ON THE INDUTIFY OF COMPLIANCE OF THAT DOCUMENT	STATE OF CALEGRAM COUNT OF SAM JOAQUN COUNT OF SAM JOAQUN NOTARY PUBUE, REISONALLY APPEARED. No NOTARY PUBUE, REISONALLY APPEARED. No Net Manin MISTRUMENT, AND AND THAT NET SAME MAKET NAMEST	WINESS MY HAND; Signature: Mare: Premain: My comussion injuer: My comussion Eppres	RECENTED IN CONCECTION WITH A CONCERN TRANSFR SUBJECT TO THE MPOSITION OF DOCUMENTARY TRANSFR TAX
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CITY SURVEYOR'S STATEMENT

L DARRY, A ALEXANDER, HERERY STATE THATT HAVE EXAMAED THIS FINAL MAP OF TRACT 4131, RVER SEAMDS-STAGE 28, VILLER KK, CITY OF LATHEOR, CAREORNIA, AND I AM SATISTED THATT THIS FINAL MAP IS TECHNOLULY CORRECT.

2024

DAY OF DATED THIS

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



SURVEYOR'S STATEMENT

HIS URP WS REFORED BY WE OF UNCE? MY DIRECTION AND IS BASED UPON A FILD SUPPEY IN DURING WARTER WITH REQUIREMENTS OF THE SUBJOILS AND LOCAL DIREMENTS IN THE REDUCET OF THE SUBJOILS OF THE SUBJOILS AND LOCAL DIREMENTS OF THE REDUCET OF THE SUBJOILS OF THE SUBJOILT THE SUB

DAY OF DATED THIS

DYLAN CRAWFORD, P.L.S NO 7788



THE NON-EXCLUSIVE PUBLIC UTLIFTY LASEMENT FOR PUBLIC PURPOSES RECORDED MAY 71, 2021. AS DOCUMENT NUER RESTORMED BY THIS FINAL RECORDS OF SAN SACURA DOLIVITY, MINHI TRACT 4131 IS BEING ABNOVED BY THIS FINAL MAP PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

EASEMENT ABANDONMENT NOTE

RECITALS

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- Rieht TD FRAM STATEWAT.
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PARCELS T THROUGH X FOR PUBPOSES OF OFFN SPACE, INCLUDING PUBLIC UTILITES, FEWCE MANTENANCE, LANDSCAPING, AND APPORTENANCS THERETO, FOR THE BENEFT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE FOLLOWING REAL PROPERTY IS DEDICATED TO THE CITY OF LATHROP. IN FEE, BPT RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

CERTIFICATE OF DEDICATION

CITY OF LATHROP SHALL RECOVER THE PROPERTY TO THE SUBDIVIDER IF DITY MARES A DETERMINATION THAT PURSIMAT TO COPERIMENT CODE TION 6647735. THE SAME PURPOSE FOR WHCH THE PROPERTY WAS DEDICATED S MOT EXIST.

SECTION DOES DOES

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Ē	T DEDICATIONS 1.678 AC±	1 THROUGH 75 6.506 AC±	THACT 4131 AREA SUMMARY	MMARY 6.505 AC4 1.678 AC4 1.520 AC4 0.504 AC4	TRACT 4131 AREA S LOTS 1 THROUGH 75 STREET DEDICATIONS PARCELS A - Y
				1.320 AC±	LS A - Y

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021501-LR (VERSION 11), DATED JANUARY 3, 20243, PROVIDED BY OUD REPUBLIC TITLE COMPANY. 4

TRACT 4131 RIVER ISLANDS - STAGE 2B VILLAGE KK

A PORTION OF RANCHO EL PESCADERO, BENC A SUBDIVISION OF PARCEL 15, OF TRACI 4022 (43 MAP 142) CITY OF LATHROP, SAN JOACUM COUNTY, CALIFORNIA MARCH 2024



REFERENCES

- (R1) TRACT 4032, RVER ISLANDS-STACE 28, LARGE LOT FINAL MAP. FILED OCTOBER 8, 2020, IN BOCK 43 OF MAPS AND PLATS, PAGE 142, SJLCR, (43 M&P 142)
 - TRACT 4089, RVER ISLANDS-STAGE 2A, WILAGE HH, FILED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 198, S.J.C.R. (43 M&P 198) (R2)
- TRACT 4052, RIVER ISLANDS-STAGE 28,VILLAGE JUT, FILED JAANJARY 29, 2021, IN BOOK 43 DF WAPS AND PLATS, PAGE 157, S.J.C.R. (43 M&P 157) (R3)
 - TRACT 4093, RIVER ISLANDS-STAGE 2A, WILAGE LLI, FILED AUGUST 11, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 181, S.J.CR. (43 M&P 181) (R4)

SIGNATURE OMISSIONS

Pursuant to section 66436 of the california subdivision map act, the signatures of the following parties have been dimited.

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

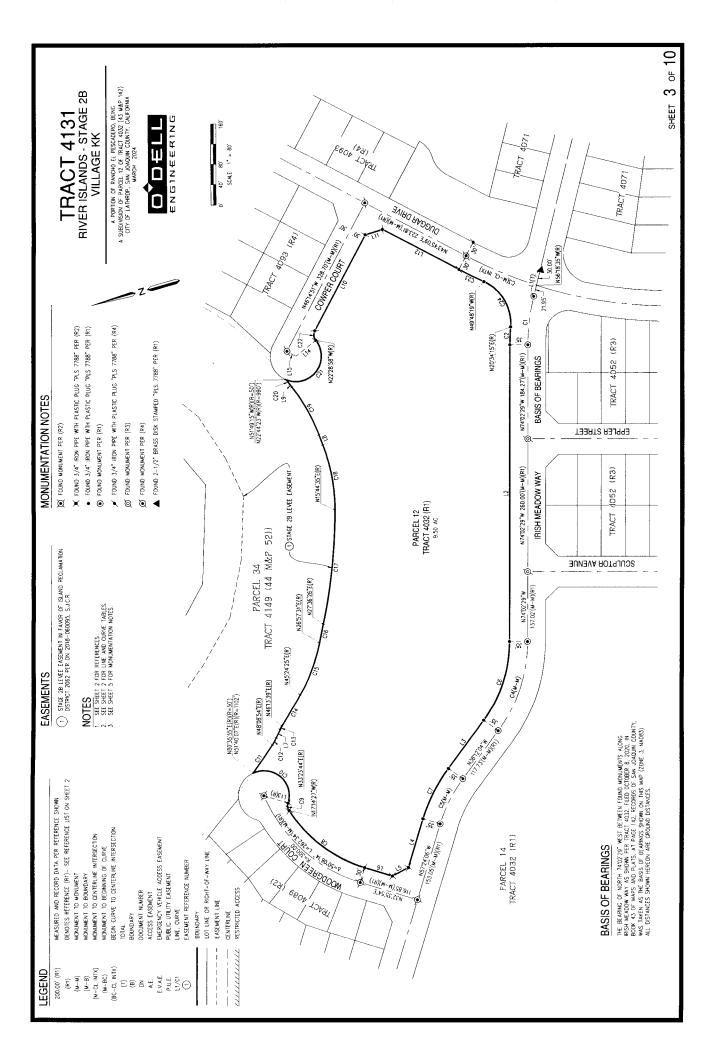
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

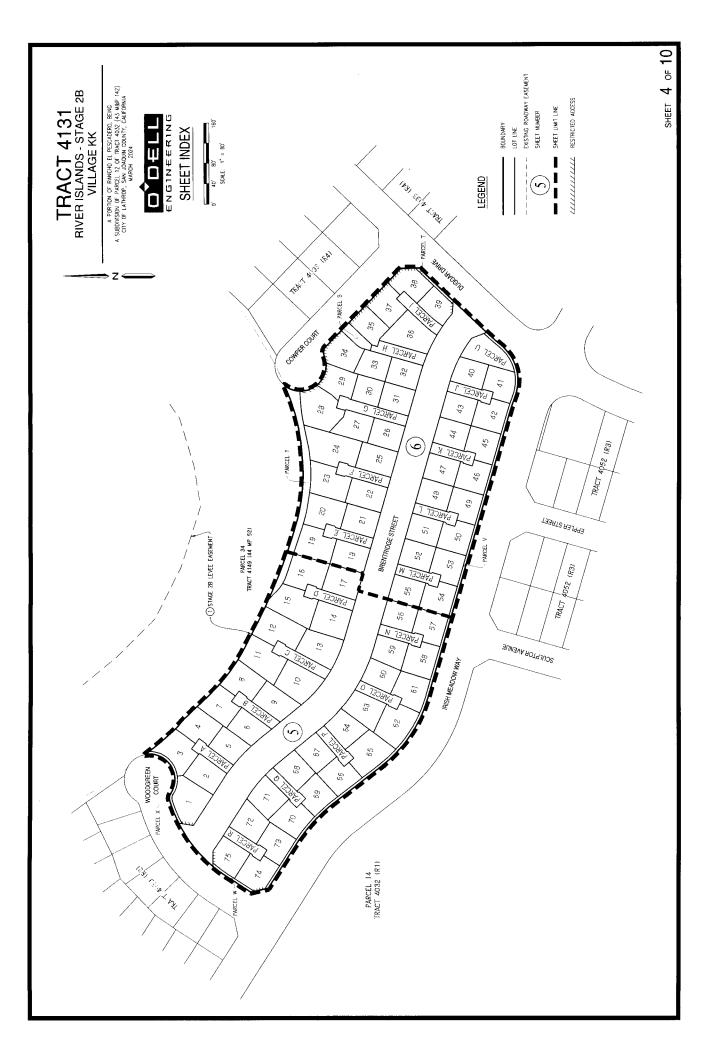
131.48[°] 19.65[°] 54.64' 109.32'

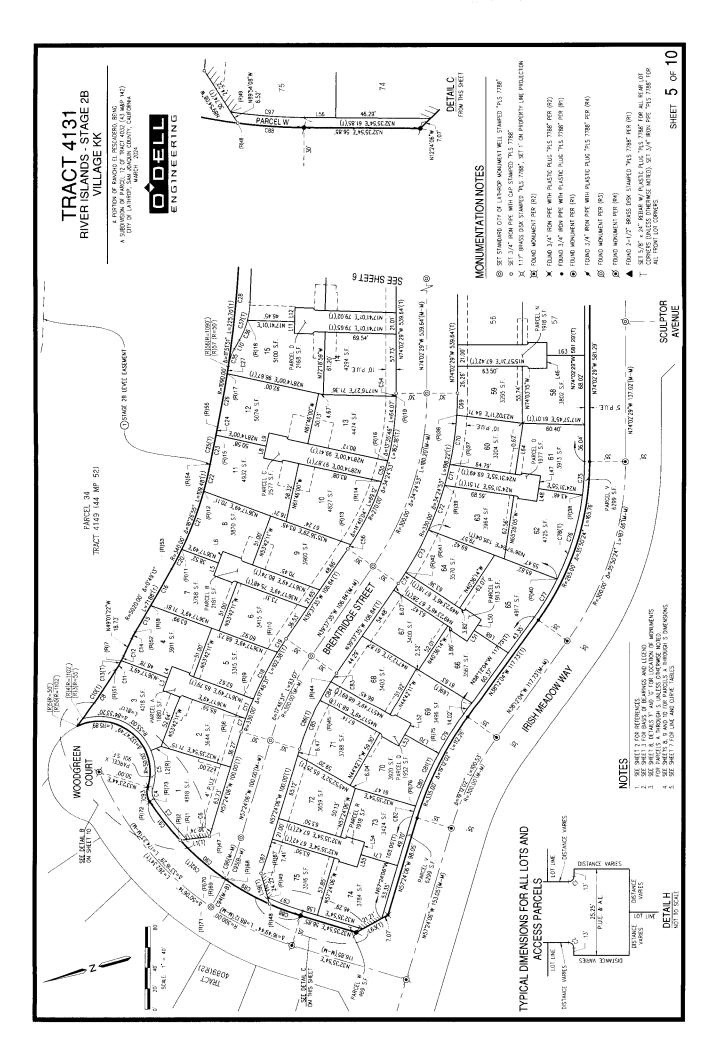
LENGTH

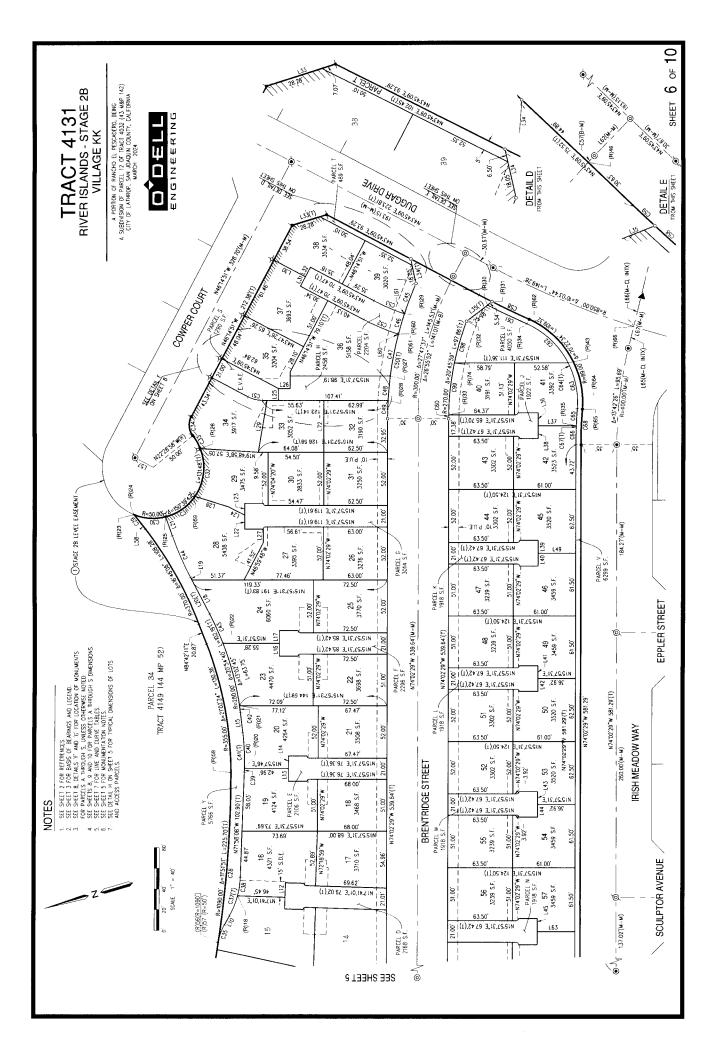
LINE TABLE DIRECTION N60"20"02"W			CURVE	C TADIC			CURVE	F TABIF
DIRECTION N60'20'02'W				C HADLE				
N60"20"02"W	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA
	51.95	δ	400.00	13'42'26"	95.69'	C21	50.00	150'39'42"
N74"02"29"W	581.29	C2	435.00	4-36'44"	35.02'	C22	17.00	56'14'06'
W3812'04"W	117.73	ε	850.00	10'03'44"	149.28	C23	880.00	3'33'28"
N57'24'06 W	98.05	5°	300.00	35'50'24"	187.65'	C24	89.00	70'22'34"
N1224'06 W	35.36′	33	300.00	1912'02"	100.53			
N32'35'54"E	56.85	CG	265.00	35'50'24"	165.76			
N49'01'22"W	18.73'	C7	335.00	1912"02"	112.26			
N84"42"11"E	20.87	CB	270.00	40'09'39"	189.25			
N67"56"05"E	6.07	60	17.00	50'38'11"	15.02'			
N46"14"51"W	212.38	C10	50.00	132"47"49"	115.89			
N114'51"W	35.36	5	1102.00	3'31'13"	67.71			
N43.45'09"E	168.81	C12	120.00	710'16*	15.02'			
N33'23'44"E	50.00	C13	80.00	515'01"	7.33			
W22"28'58"W	50.00	C14	5020.00	0.49'13"	71.88			
N43'45'09"E	20.00	C15	340.00	18'26'55"	109.48			
]	C16	3315.00	0.38'55"	37.53'			
		C17	1090.00	11'51'51"	225.70'			
		C18	355.00	21'02'24"	130.36'			
		613	370.00	16'46'06"	108.28			
		C20	00.026	0.40'28"	11.65			
	NA23554E NB44211E NB44211E NA5756055 NA57456055 NA5745095 NA3745095 NA3745095 NA3745095 NA3745095	╁╴┊┊┊┟╶┠╶┼╌┽╍╋╍╋╍╋╍┫	56.85' 18.73' 20.87 6.07 212.36' 35.36 55.00 56.00 50.00 22.000	56.85 C5 16.77 C7 18.73 C7 20.87 C3 6.07 C3 35.36 C11 16.88.17 C12 35.36 C11 16.88.17 C13 55.000 C14 20.000 C14 20.000 C15 C17 C17 C19 C19 C10 C10 C10 C10	56.85 C5 785.00 18.77 C7 335.00 20.87 C8 270.00 6.07 53.35 C1 110.00 712.38 C10 50.00 55.00 335.35 C11 1102.00 50.00 35.36 C11 1102.00 50.00 35.36 C11 1102.00 50.00 35.36 C11 1102.00 50.00 50.00 C13 80.00 50.00 50.00 C14 502.00 51.5.00 20.00 C15 34.00 51.5.00 20.00 C15 355.00 51.5.00 20.01 C15 355.00 51.5.00 C16 357.00 51.5.00 51.5.00 C17 1090.00 51.5.00 51.5.00 C18 355.00 51.00 51.00 C19 370.00 51.00 51.00	56.85 C5 265.00 3590.24" 18.73 C7 335.00 197202" 20.87 C8 270.00 40793.39" 6.07 C9 17.00 50784" 13.35 C9 17.00 50781" 212.38 C1 1102.00 13713" 13.5.6 C1 1102.00 13713" 15.36 C1 1102.00 13713" 168.81 C1 1102.00 13713" 50.00 C13 80.00 51501" 50.00 C14 502.00 04913" 50.00 C15 340.00 182655" 210.00 C15 340.00 182655" C17 1090.00 115151" C18 2000 C15 355.00 210224" C18 355.00 105254" C19 C19 01000 16.46.06" C19 C19 040.00 145.154" C19 C19 30	56.85 C5 265.00 3590.24" 18.73 C7 335.00 197202" 20.87 C8 270.00 40793.39" 6.07 C9 17.00 50781" 15.36 C1 335.00 17.100 212.38 C1 1102.00 13714" 212.36 C1 1102.00 5311.3" 35.36 C1 1102.00 13714" 55.00 C1 120.00 13747"45" 55.00 C1 120.00 7501" 55.00 C1 120.00 7501" 50.00 C13 80.00 5750" 50.00 C15 340.00 187555" C15 340.00 187555" 67 C16 355.00 202655" 71 C18 355.00 197274" 76 C19 050.00 1970.00 1646.66"	56.85 C5 265.00 3590.24" 18.73 C7 335.00 197202" 20.87 C8 270.00 40793.39" 6.07 C9 17.00 50781" 15.36 C1 335.00 17.100 212.38 C1 1102.00 13714" 212.36 C1 1102.00 5311.3" 35.36 C1 1102.00 13714" 55.00 C1 120.00 13747"45" 55.00 C1 120.00 7501" 55.00 C1 120.00 7501" 50.00 C13 80.00 5750" 50.00 C15 340.00 187555" C15 340.00 187555" 67 C16 355.00 202655" 71 C18 355.00 197274" 76 C19 050.00 1970.00 1646.66"

or 10 \sim SHEET

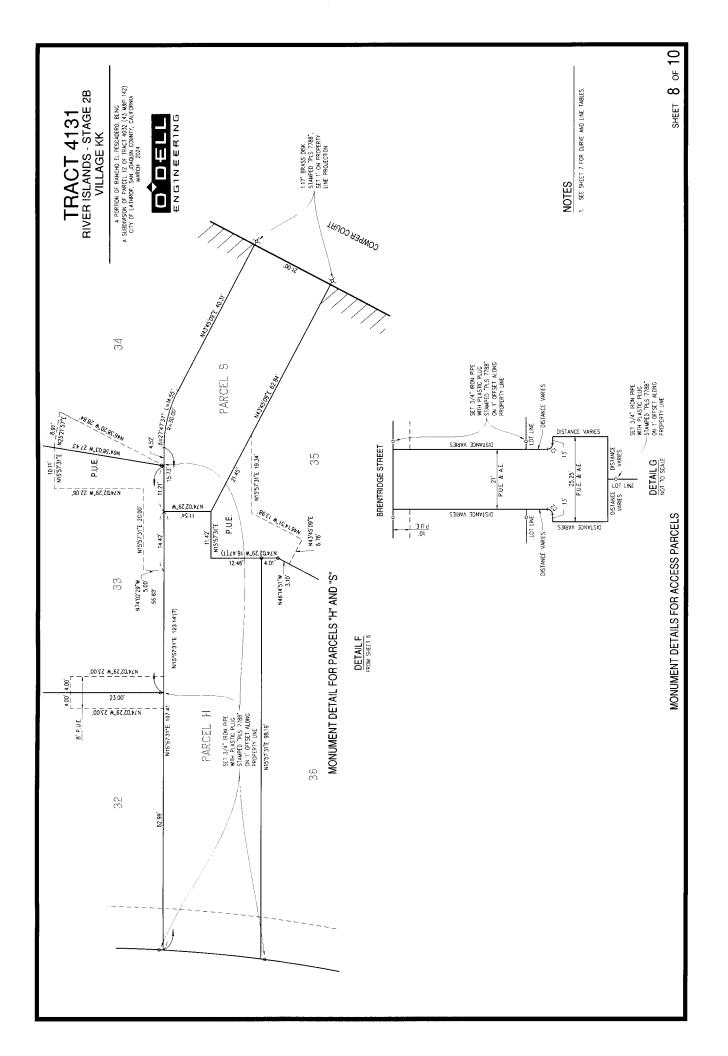


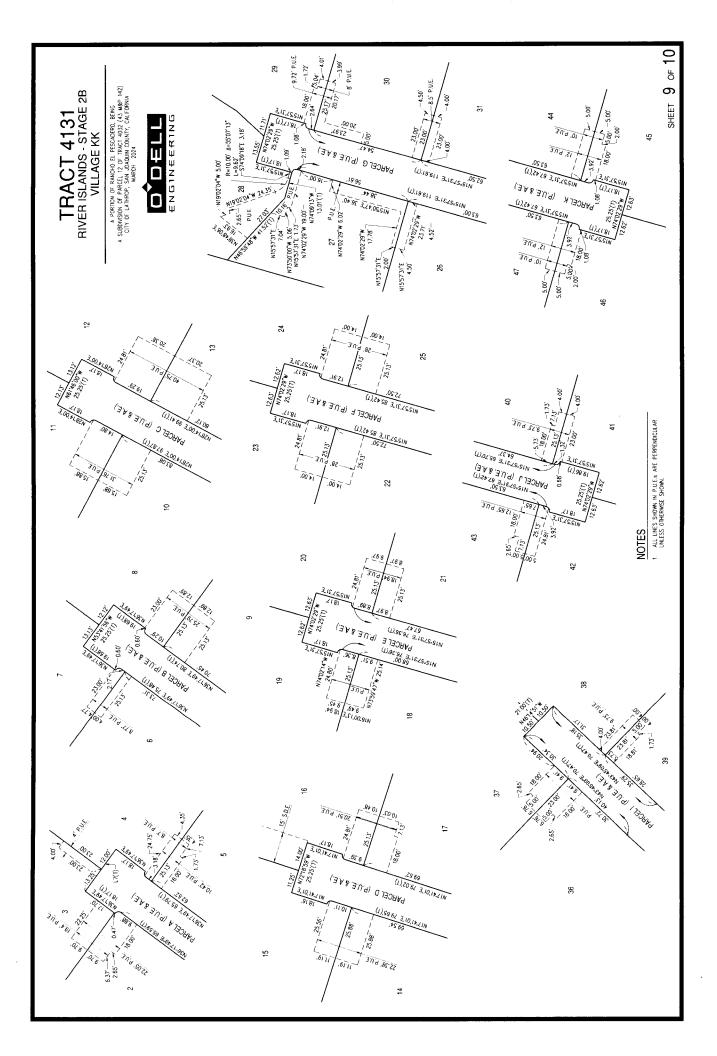


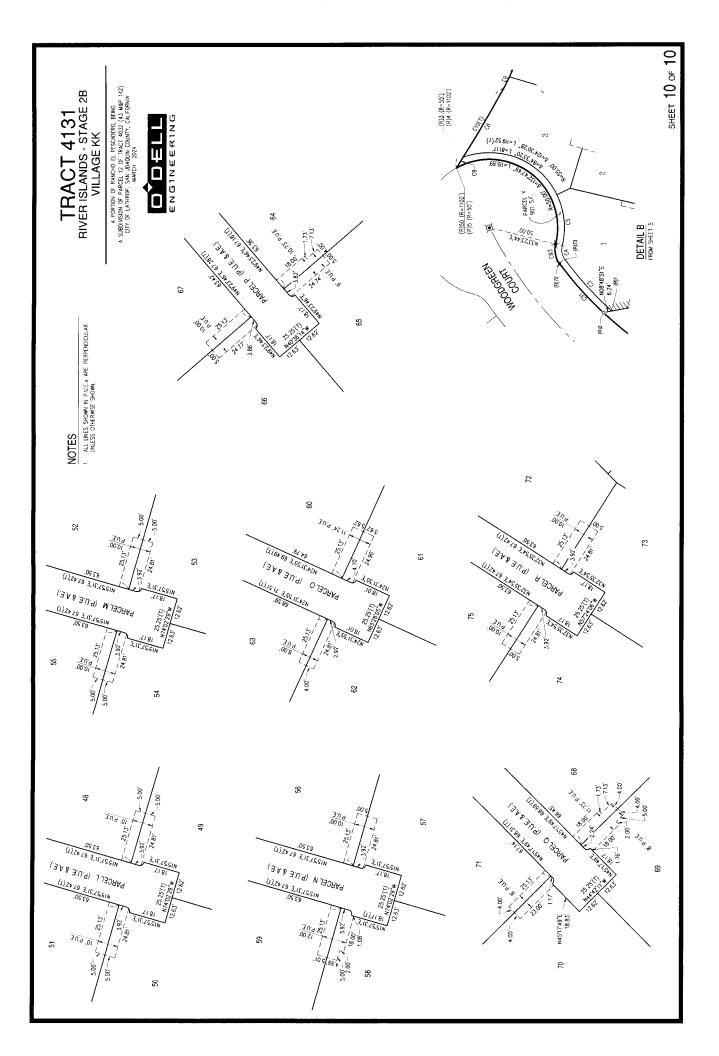




LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 AND 6 ONLY	JRSES SHOWN ON SHEETS	5 AND 6 ONLY													TRACT 4131	131
					L		-		CURVE	TABLE			CURVE TABLE	BLE	RIVER ISLANDS -	STAGE 2B
LINE TABLE	LINE TABLE	3LE		LINE TABLE		LINE TABLE	3LE	CURVE #	RADIUS	DELTA 1	LENGTH	CURVE #	RADIUS D	DELTA LENGTH	VILLAGE KK	¥
LINE # DIRECTION LENGTH	LINE # DIRECTION	N LENGTH	LINE #	DIRECTION LEN	LENGTH LI	LINE # DIRECTION	N LENGTH	5	2.00	_00.00.06	3.14	C21	340.00' 10	1017'35" 61.08	A PORTION OF RANCHO FL PFS	CADFRO. BFING
L1 N08'48'51"E 28.98'	L21 N86'23'57"E	r"E 19.83'	[4]	N74'02'29"W 12.	12.63'	L61 N34'01'55"E	o"E 0.43'	8	2.00	_00,00.06	3.14'	C22	340.00' 4'	4.33'32" 27.05'	A SUBDIVISION OF PARCEL 12 OF TRACT 4032 (43 M&P 142)	T 4032 (43 M&P 142)
L2 N06'33'24"W 10.86'	L22 574"02"29"E	J°E 13.55'	1.42	N74"02"29"W 12.	12.63'	L62 N4614'51"W	W 25.48'	S	265.00	11'03'56"	51.18	C23	3315.00' 0'	0'30'28" 29.37'	CLI OF LATENOT, SAN VOADIN C	
L3 N53'42'11"W 13.25'	L23 S74'02'29"E	νΈ 11.71'	L43	N74'02'29'W 12.	12.63	L63 S15'57'31'W	W 36.92'	5	12.00	+	10.61	1		+	ł	
L4 N53'42'11"W 12.00'	L24 S43'02'18"W	"W 18.36"	L44	N74'02'29"W 12.	12.63	L64 N65'28'05"W	"W 50.62'	55	55.00	+	38.35	1				
L5 N53'41'56"W 13.13'	L25 N74'02'29"W	r"w 11.54'	L45	N74'02'29"W 12.	12.63	L65 N60'20'02"W	"w 21.95'	9	270.00		7.83	-		-	ENGINEEKING	U U
L6 N53'41'56"W 12.13'	L26 N15'57'31"E	"E 11.42'	L46	N74'02'29"W 12.	12.63'	L66 N60'20'02"W	°W 30.00'	c7	330.00	+	13.99	1	_	+		
L7 \$53'42'11"E 25.25'	L27 S74'09'13"E	s"E 12.89°	L47	N65"28"05"W 12.	12.63'	L67 N60'20'02"W	"W 51.95'	8	1102.00	3'02'53"	58.63		-	+		
L8 N61'46'00"W 12.13'	L2B N33'04'28"E	3"E 34.24"	L48	N65'28'05"W 12.	12.63	L68 S49'23'46"W	"W 40.09'	65	1102.00	-	9.08	1	_	+		
L9 N61*46'00"W 13.13'	L29 N64'38'03"W	°W 51.70'	L49	515'57'31"W 36.	36.92	L69 N47'21'03"E	s"E 64.15'	C10	1102.00'	+	67.71		+			
L10 N4479'15"W 10.02'	L30 N43'45'09"E	9°E 34.92'	L50	N40'36'14'W 12.	12.63	L70 S4516'23"W	. w 38.01	5	120.00'	4.49'38"	10.11	C31	-	+		
L11 N7278'59"W 11.25'	L31 N46'14'51"W	"W 10.50'	151	N40'36'14'W 12.	12.63	L71 S32'35'54"W	"w 37.21'	C12	120.00	2.20'38"	4.91	C32	50.00' 56	56.26"24" 49.25"		
+	L32 N4614'51"W	"W 10.50'	L52	N44'42'11 W 12	12.63'	L72 N74'02'29"W	rw 51.00'	C13	120.00		15.02	C33	1	£		
+	L33 N01'14'51"W	"W 35.36"	L53	N44'42'11"W 12.	12.62'			C14	80.00	"10'21'S	7.33'	C34	17.00° 66	66'14'06" 19.65'		
L14 N74'02'29"W 12.63'	L34 N85'58'00"W	"W 24.55"	L54	N57'24'06"W 12.	12.63'			C15	5020.00'	0.20'53"	30.50	8	50.00 21	2113'09" 18.52'		
L15 N80'58'11"W 20.34'	L35 N21'32'41"W	"W 31.52'	L55	N57'24'06"W 12.	12.63'			C16	5020.00'	0.28'20"	41.38	C36		14"52"42" 20.77"		
L16 N74-02'29"W 12.63'	L36 N74'02'29"W	i'w 12.63'	L56	N32'35'54"E 15.	15.56			C17	330.00	+	21.00	C37	+	+		
L17 N74'02'28"W 12.63'	L37 \$1557'31"W	"W 37.32'	L57	N43*45*09"E 20.	20.00'			C18	330.00	8.55'38"	51.42'	C38		-		
L18 N78'07'09'E 38.05'	L38 N74702'29"W	i'w 12.63'	L58	N67"56"05"E 6.(6.07			C19	330.00'	2.46.17	15.96	C.10	+	+-		
L19 N78'07'09'E 2.79'	L39 N74'02'29"W	rw 12.63'	F 26	N89'54'08"W 30.	30.74			C20	340.00'	+	21.34	C40	+	-		
L20 N78'07'09"E 40.83'	L40 N74'02'29"W	i"w 12.63'	160	N34'01'55"E 1.0	1.04					-]		-	-		
]		ן ן						Γ					
7		RADIAL	RADIAL BEARINGS	RADIAL BEARINGS	EARINGS				CURVE	TABLE			CURVE TABLE	щ	CURVE TABLE	
	LINE # DIRECTION	-	DIRECTION	LINE # D	DIRECTION			CURVE #	RADIUS	DELTA LE	LENGTH	CURVE # 1	RADIUS DE	DELTA LENGTH	CURVE # RADIUS DELTA LENGTH	
(R)1 S28°18'23"E	(R)21 N7°39'45"E		N39°54'18"E	(R)61 S3	\$30°33'01"W			C41	250.00'	9700'03" 36	39.27	C61 8	885.00' 2'46	2'46'00" 42.73'	C81 340.00 ¹ 1912'02 ^m 113.94	
(R)2 S27°30'27'E	(R)22 N5°23'00"W	(R)42	N48°07'43"E	(R)62 S	S49°48'19"E			C42	280.00	1"22"04" 6	6.68'	C62	84.00' 38'3	38'39'40" 56.68'	C82 340.00 ¹ 1'50'32 ⁿ 10.93 ²	
(R)3 S88°53'16'W	(R)23 N22°44'23"W	(R)43	W11°08'39"W	(R)63 N	N49°48'19"W			C43	280.00	6"29'51" 3'	31.75	C63	84.00' 31'4	31.42'54" 46.50'	C83 270.00' 2'05'55" 9.89'	
(R)4 N51211147"E	(R)24 S51°49'15"E	(B)44	S48°16'29'W	(R)64 N	N20°34'15"E			C44	308.00'	816'48" 4	44.51	C64	84.00' 70'2	70'22'34 103.18'	CB4 270.00 ['] 4'27'28 [°] 21.01 [']	
(R)5 \$80°35'55"W	(R)25 S88°16'55'E	(R)45	S43°49'01"W	(R)65 S2	S20°34'15"W			C45	330.00'	5'29'17" 3	31.61	C65	440.00' 2'09	2'09'58" 16.64'	CB5 270.00' 11'13'07" 52.87'	
(R)6 S35°01'40"W	(R)26 N5°45'38"W	(R)46	S42°53'23'W	(R)66 St	S56°18'35*E			C46	330.00'	3'38'54" 2	21.01	C66	440.00' 2'2(2"26'45" 18.78'	C86 270.00' 17'46'31" 83.75'	
(A)7 N43°19'16"E	(A)27 S23°16'48"W	(H)47	N34°15'37"E	(R)67 N	N37°23'11"E			C47	330.00'	716'13" 4'	41.87	C67	440.00' 4'30	4"36'44" 35.42'	CB7 330.00° 4'47'17" 27.58'	
(R)8 N45°52'46"E	(R)28 S19°05'41"W	(F)48	S50°28'18"E	(R)68 S:	S39°56'09"E			C48	330.00	4'11'07" 2	24.11		435.00' 4'30	4"36'44" 35.02'	C38 270.00° 6'55'48" 32.66°	
(R)9 S38°40'29'W	(R)29 \$39°41'12"W	(H)49	S49°34'37"E	(R)69 N	N40°50'15"E			C49	330.00	3.08'09" 18	18.06	C69	330.00' 3'4	3*44*16* 21.53*	C89 270.00° 10'32'09" 49.65°	
(R)10 S47°36'07"W	(R)30 S47°02'19"E	(R)50	N51°40'07"E	(R)70 N	N46°36'05"E			C50	330.00	23'45'41' 13	136.66			8"29"29" 48.91'	C90 270.00 [°] 12'25'42 [°] 58.57 [°]	
(R)11 N41°48'38"E	(R)31 S47°11'38"E	(R)51	N48"08'54"E	(H)71 S	S40°34'22"E			C51		27.47'37" 14	14.55		330.00' 3'3	3'39'49" 21.10'	C91 270.00' 10'16'00" 48.38'	
(R)12 N31°31'03"E	(R)32 \$36°43'31"W	(R)52	N46°13'39"E	(R)72 S	S17º14'27"E			C52	210.00	9'43'13' 3'	35.63'		-	+	C92 270.00' 40'09'39" 189.25'	
(R)13 N49°19'34"E	+	(H)53	N45°24'25"E	+	S17º14'27"E			C53			32.06'			8'13'26" 47.37'	17.00	
(B)14 N34°39'30"E	(R)34 S49°48'19"E	(R)54	N26°57'31"E	(R)74 Sz	S27°39'24"W			C54		-+	2.99'			-	300.00' 5'45'50"	
(R)15 S27°27'58"W	(R)35 S18°24'17"W	(R)55	N27"36"26"E	+ •	S44°00'09"W			C55	-	-+	21.06	-		-	C95 300.00' 814'21" 43.14'	
(R)16 N30°11'20'E	+	(R)56	N24°27'37"E	1	S34°26'26'W			C56		-	4.94		-+	-+	300.00	
	+	+	S24°27'37"W	-				C57	+	_	4.52'	-			265.00' 7'49'29"	
(R)18 N30°48'03'E	(R)38 N231220'E	(R)58	N15°44'35"E					C58			40.11				270.00 9'04'07"	
+	+	-	N50°40'47"E					C59			14.54			-+-	C99 270.00' 10'55'50" 51.51'	
-	+	-	S34°11'55"W					CEO	270.00	0'46'03" 3	3.62	CBO	340.00 9.3	9'33'44" 55.74'		SHEET 7 OF 10
		-														·







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