

#### CITY OF LATHROP CITY COUNCIL SPECIAL MEETING MONDAY, MARCH 25, 2024, 5:30 P.M. COUNCIL CHAMBER, CITY HALL 390 Towne Centre Drive, Lathrop, CA 95330

#### AGENDA

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

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

#### https://www.zoomgov.com/j/1611655079?pwd=ZHY0VIY4dnkwMV FVV21XOWE5akpkdz09

- During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please "raise the hand" feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ♣ For audio / calling in only, dial: +1 (669) 254-5252 or +1 (669) 216-1590
  - To request to speak (same as the "raise hand" feature) press \*9 / When the City Clerk calls your name, press \*6 to unmute.
- ♣ Meeting Webinar ID: 161 165 5079 / Passcode: 396019
- If you are not able to attend the meeting in person or virtually Public comment/questions will be accepted by email to City Clerk Teresa Vargas at website cco@ci.lathrop.ca.us or by calling (209) 941-7230.
- Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

Council Meetings are live-streamed (with Closed Captioning) on Comcast Cable Channel 97, and on the City Council Webpage:

https://www.ci.lathrop.ca.us/citycouncil/page/live-stream

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



#### CITY OF LATHROP CITY COUNCIL SPECIAL MEETING MONDAY, MARCH 25, 2024, 5:30 P.M. COUNCIL CHAMBER, CITY HALL 390 Towne Centre Drive, Lathrop, CA 95330

#### AGENDA

<u>PLEASE NOTE: There will be a Closed Session commencing at 5:15 p.m. The Special</u> <u>Meeting will reconvene at 5:30 p.m., or immediately following the Closed Session,</u> <u>whichever is later.</u>

#### 1. PRELIMINARY

- 1.1 CALL TO ORDER
- 1.2 CLOSED SESSION
  - 1.2.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation -Significant Exposure to Litigation Pursuant to Government Code Section 54956.8
    - Property: APN : 210-210-01 (Address Not Available) Agency Negotiator: Stephen J. Salvatore, City Manager Negotiating Parties: River Islands Development, LLC. Under Negotiations: Price and Terms of Negotiation

#### RECONVENE

- 1.2.2 REPORT FROM CLOSED SESSION
- 1.3 ROLL CALL
- 1.4 PLEDGE OF ALLEGIANCE
- 1.5 DECLARATION OF CONFLICT(S) OF INTEREST

#### 2. SCHEDULED ITEM(S)

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

- 2.2 APPROVE FINAL MAP, COMMON USE AGREEMENT, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR MULTI-FAMILY AND COMMERCIAL LOTS IN TRACT 4167 WITHIN THE TOWN CENTER DISTRICT OF RIVER ISLANDS Adopt Resolution Approving Final Map for Tract 4167 within the Town Center District, for Multi-Family and Commercial Lots, a Common Use Agreement with Island Reclamation District 2062, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC and River Islands Custom Homesites, LLC
- 2.3 APPROVE FINAL MAP, CFD ANNEXATION, IRREVOCABLE OFFER OF DEDICATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 87 LOTS IN TRACT 4178 VILLAGE 40 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS Adopt Resolution Approving Final Map for Tract 4178 Village 40 within the Lake Harbor West District, Totaling 87 Single Family Lots, Annexation into CFD 2023-1, an Irrevocable Offer of Dedication, and Subdivision Improvement Agreement with River Islands Development Area 1, LLC
- 2.4 APPROVE LARGE LOT FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 23 UNDEVELOPABLE PARCELS IN TRACT 4205 WITHIN THE WOODLANDS EAST DISTRICT OF RIVER ISLANDS Adopt Resolution Approving a Large Lot Final Map for Tract 4205 within the Woodlands East District, Totaling 23 Undevelopable Parcels, and Subdivision Improvement Agreement with Califia, LLC

#### SCHEDULED ITEM(S)

- 2.5 DISCUSS MODIFICATION TO THE RIVER ISLANDS PHASE 2 PARKS AND OPEN SPACE MASTER PLAN TO ADJUST THE C2 COMMUNITY PARK ACREAGE FROM 22.50 ACRES TO 21.59 ACRES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LETTER OF AGREEMENT FOR FIRST PRIORITY USE FOR THE AUXILIARY GYM Adopt Resolution Approving Modification to the River Islands Phase 2 Parks and Open Space Master Plan to Adjust the C2 Community Park Acreage from 22.50 Acres to 21.59 Acres and Authorize the City Manager to Execute the Letter Agreement for First Priority Use for the Auxiliary Gym
- 2.6 HEALTH BENEFITS FOR CITY COUNCILMEMBERS Adopt Resolution Offering City Paid Health Benefits to City Councilmembers and Approving Related Budget Amendment

#### 3. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC, City Clerk

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#### 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 <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 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"

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**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	

; and

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

WHEREAS, pursuant to Resolution 23-5259 dated April 10, 2023 Tract 4131 is within the boundaries of City of Lathrop Community Facilities District (CFD) 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<sup>th</sup> day of March 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

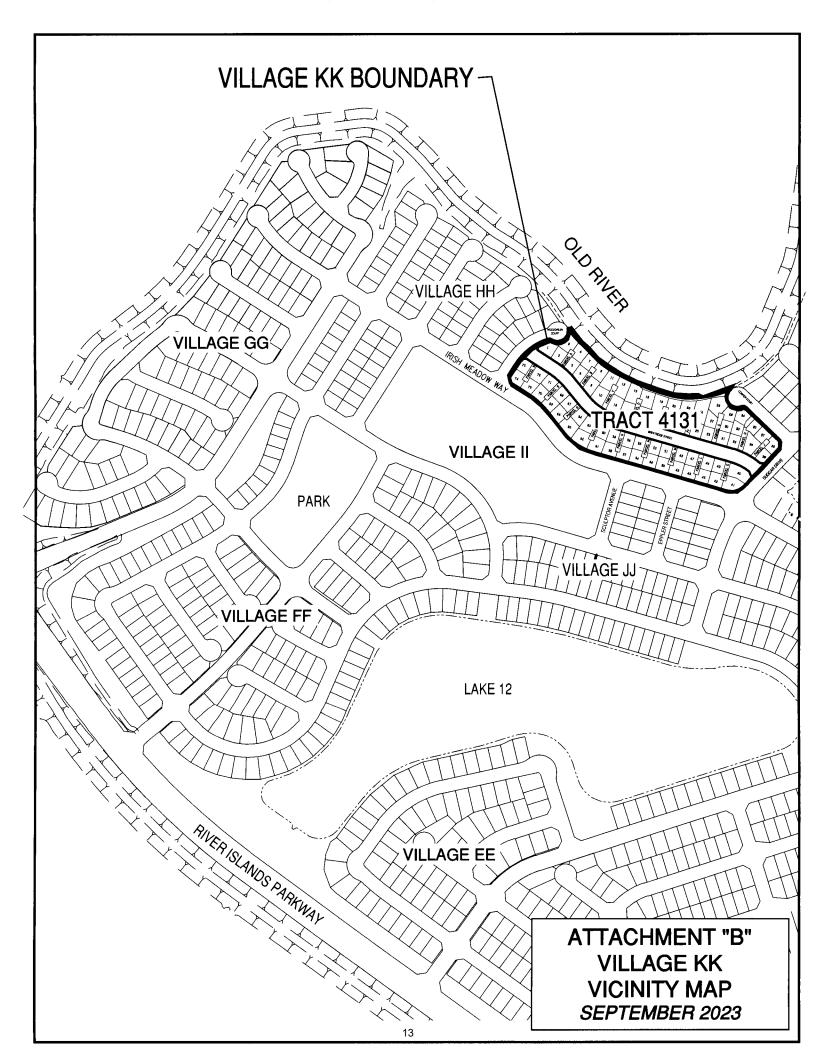
Sonny Dhaliwal, Mayor

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 25<sup>th</sup> 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.

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 25<sup>th</sup> 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

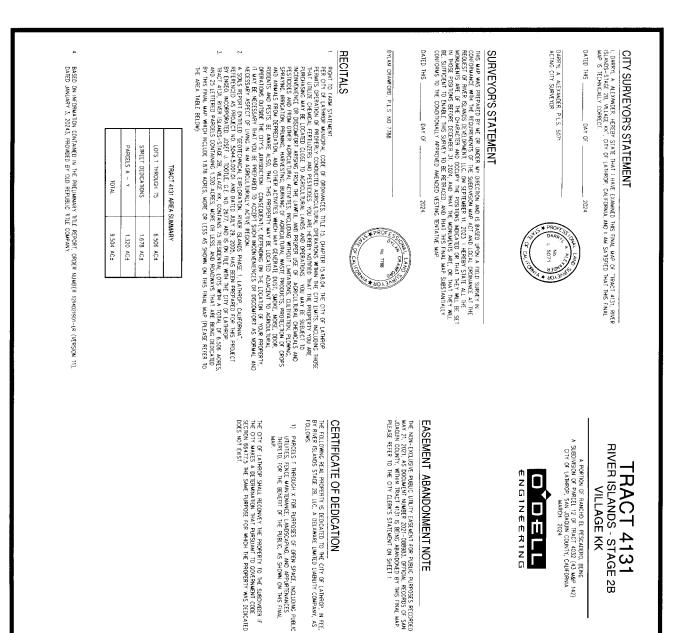
BY:

Susan Dell'Osso President

#### EXHIBIT "A"

#### FINAL MAP - TRACT 4131

SHEET 1 OF 10	יזון איירטאינערער איירטאינער אייראיער די איירא	AT COMMISSION EXPIRES
	EXCHAPT FROM FEE FEE COVERNMENT CODE 273881; DOCUMENT ECCORDEN IN COMMECTIVE A COMPARIANCE PROVIDENT TO THE UNDERTHAN A COMPARIANCE TRANSFER SUBJECT TO	Signature Mar (PRN) PRNCPAL COUNT OF BUSINESS
BY: SEVE EESTO ANDES ASSESSION-RECORDER-COUNTY CLERK SAN JOADUN COUNTY, CLERK SAN JOADUN COUNTY, CLEFGRMAA	NY CONJISSON NIMBER	I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORMIA THAT THE FORECOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.
UF MARY AND FLAIS, AT PAOL	SIGNATURE: NAME (PRINI) PRINCIPAL COUNTY OF BUSINESS	WE ON THE BASIS OF SAMISFACTORY ENDERNET TO BE THE PERSON(S) MMOSE NAME(S) IS/ARE SUBSORIED TO THE WITHIN UNSTRUMENT, AND ACKNOMEDICED TO UP THAT HE/PE/THEY EXCLUTED THE SAME IN HIS/AFE/THER AUTHORIZED CHARCTIQUES), AND THAT BY MIS/AFE/THER SUBAUTRE(S) ONE INSTRUMENT HE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED. EXECUTED THE INSTRUMENT.
RECORDER'S STATEMENT	I CEPTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALFORMA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT WINESS MY HAND:	STATE OF CULFORMA ( COUNTY OF SAN JOAQUM ) ON
TO COMPANY	A NOTARY PUBLIC, PERSONALLY AMPEARED. WHO PROVED TO WE ON THE EASS OF SANISACTORY ENDENCE TO BE THE PERSON(S) WHOSE MANE(S) IS/ARE SUBSIDED TO THE WITHIN USUALIVIT, AND ACKNOMEDICED TO USE THAT HE/SHE(ZHEY EXECUTED THE SAME IN US/AFE/THEP AUTHORIZED CAPACITY(DES), AND THAT BY HIS/MER/THER SCONATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT	ACKNOWLEDGEMENT CERTIFICATE (OWNER) A MOTARY DIBLE OF OTHER OFFICER COMPLETING THIS CRETERICATE VERIFIES ONLY THE DEVINTY OF THE MOLYMOUS WHO SWORD THE DOCUMENTING THAT DOCUMENT NOT THE TRUTHFULWESS, ACCURACY, DR VALUERY OF THAT DOCUMENT
BAD R MALOR R.C.E. 32823	STATE OF CAUSORNA } COUNTY OF SAM JOADUN } NA 7024 BEFORE WE	DATED THES DAY OF 2024. BY:E NOME:
STATE SUBDISSION WAR ACT AND APPLICATE OF MALE AND AND ADDRESS OF THE VERTICATION STATE SUBDISSION WAR ACT AND APPLICABLE OF APPROVAL OF AMENDED VESTING TENTATIVE WAP. DATED THES DAY OF 2024	A MOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE DEVITIY OF THE NUMMOUAL WHO SKNED THE DOCUMENT TO WHOM THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFUMESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT	AS DOCUMENT NUMERS 2016-160886. NAD AS AMENDED IN DOCUMENT RECORDED DECEMBER 25, 2017 AS DOCUMENT NUMERS 2017-150771 AND FJOHNER AMENDED IN DOCUMENT RECORDED DECEMBER 25, 2017 AS DOCUMENT NUMERS 2017-150771 AND FJOHNER AMENDED IN DOCUMENT RECORDED NORMEER 23, 2027 AS DOCUMENT NUMERS 2017-15070, ADF FJOHNER AMENDED IN DOCUMENT RECORDED NORMEER 23, 2027 AS DOCUMENT NUMERS 2017-15070, OFFICIAL RECORDS OF SAN JOADUN COUNTY.
T LUDARE STAT ZWANED THAS TINAL WAR OF "TRACT ALL DE AVIAL ALL DE AVIA STATUS ALL DE AVIA STATUS ALL DE AVIA ST LUDARE STAT ZWANED ALL DE SUBONSON STORM VERSON STATUS ALL DE AVIA STATUS HEREOF LANDER CALEGNAL AND HAT THE SUBONSON STORM VERSON STORTANDES ALL DE AVIA STATUS HAT I HAKE EXAMED ALL DE AVIA STATUS AND AND AND AND APPRODED ALL DE AVIA STATUS HAT I HAKE EXAMED ALL DE AVIA STATUS AND AND AND AND APPRODED ALL DE AVIA STATUS HAT I HAKE EXAMED ALL DE AVIA STATUS AND AND AND APPRODED ALL DE AVIA STATUS HAT I HAKE EXAMED ALL DE AVIA STATUS AND AND AND AND APPRODED ALL DE AVIA STATUS HAT I HAKE EXAMED ALL DE AVIA STATUS AND	ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)	TRUSTEE'S STATEMENT
CITY ENGINEER'S STATEMENT	TERESA VARGAS CITY CLEEK AND CLEEK OF THE CITY COUNCL OF THE CITY OF LATHROP, COUNTY OF SAN JOAOUNI, STATE OF CALIFORNIA	OWNER: ISLANDS STACE 28, LLC, A DELAWARE LIMITED LIMBULTY COMPANY. BY: SUGAN DELL'OSSO NAME: SUGAN DELL'OSSO DATE
RICARDO CACUAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP	I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HARE BEEN APPROVED BY THE CITY COUNCIL OF LATHRED AND FILED IN MY OFFICE.	THE UNDERSIGNED DOES HEREBY RESERVE PARCELY AS SHOWN ON THIS MAP, SMD PARCEL IS NOT DEDICATED HEREON, BUT MILL BE CONVEYED TO ISLAND RECLANATION DISTRICT NO, 2002 BY SEPARATE DOCUMENT SUBSEDUENT TO THE FILING OF THIS FINAL MAP
THES WAR COMPRESS TO VESTING TEMTATING WAR NO. 675 RECOMMENDED BY THE PLANNING COMMISSION AND JAPRONED BY THE CITY COMUNCIL PER RESOLUTION NO. 21-4908 DATED THIS DAY OF 2024.	ALSO, PURSUANT TO SECTION 66434(C) OF THE CALIFGONIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEEREY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASENENT FOR PUBLIC PURPOSES RECORDED MAY 21, 2021, AS DOCUMENT MURIER 2021-008083, OFFICIAL RECORDS OF SAN JOACUM COUNTY, WHIM THE BOUNDARY OF THIS FINAL MAP	POWERS IN THE DAY A DESCRIPTION OF THE DEFINITION OF THE DEFINITION OF THE DAY AND THE DEPENDENT OF THE RECEIVED OF THE THAN AND. THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTERS RIGHT OF ACCESS TO LOTS 1, 29, 34, 35, 37, 38, 39, 74 AND 75 ALONG THE LOT UNES AS INDICATED BY THE SYMBOL <u>///////</u> AS SHOWN ON THE FINAL WAP
SECRETARY OF THE PLANNING COMMISSION'S STATEMENT	ESSEMPTS, ALL STORM DATA PARAMETERS THE DEDUCTION OF THE DROWN WITH ROHES THE DEDUCTION BESSEMPTS, ALL STORM DATA REASONNESS THE DEDUCTION OF THE DROWN WITH ROHES THE DEDUCTION OF PARELES THROUGH X IN FEE AND ACCEPTED THE OFFER OF DEDUCTION OF BRENTRICE STREET AS SHOWN ON SALE WAS SUBJECT TO THE UPPORCHAFTIS BEING COMPLETED IN ACCOMPANIE WITH CHAPTER 15, THLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE	Ē
	FOR THE STREAM AND THE ADDR AND AND ADDR ADDR ADDR ADDR ADDR A	THE RAL PROPERTY DESCRIPTION IS DEDUCTED IN FEE FOR PUBLIC PURPOSES. 1. PARCES I THROUGH X TO THE CITY OF LATHROP FOR PUBPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTUITIES, FROCE MANNENANCE, AND APPURENANCES THERETO, FOR THE BUNETIT OF THE FUBLIC, AS SHOWN ON THIS FINAL MAP
The second secon	I TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CAUFORMA, DO HERERY STATE THAT HE HERDIN ENGORIED MAP FONTILDD "TRACT 1913, BWER SLAUDOS- STARE 28, VLACE KX, CITY OF LATHROP, CLARGORIA, CONSENDE OF THA 1010 SHETZ, HIS SLATURAT WAS RESENTED TO SAND CITY COUNCIL, AS PROVIDE BY LAW AT A MEETING THEORY HERDON THE CONSTRUCTION WAS RESENTED TO SAND CITY COUNCIL, AS PROVIDE BY LAW AT A MEETING THEORY HERDON THE	SHT TO CONSTRUCT. ND THEIR APPURTENANCES RESIGNATED AS "S.D.E."
٠. (	CITY CLERK'S STATEMENT	4. A UN-FICULISME FASEMENT TO THE CITY OF LATHOP FOR EMERSING' VEHICLE ACCESS PURPOSES ACCESS THE SINGE OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "EVALE." (MERGINEY VEHICLE ACCESS EASEMENT).
		3. A NON-EXCLUSINE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT: REPARE AND MARINAN, POLES, WRES, CABLES, PRES, AND COMDUTS AND THER APPUREMANTES LIPON, ORCE AND LUGGE THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "PULE." (PUBLIC UTULITY EASEMENT).
	A SUBDWISIAN OF PAREL 12 OF ITRACT 4032 (3 MAP 142) CITY OF LATHOR SU JOAQUM COUNTY, CALFORNIA MARCH 2024	2 TO THE CITY OF LATHROP FOR ACCESS AND FUBLIC UTLITY PLREDGES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID WAP AS PARCELS A THROUGH R AS SHOWN ON THIS FRAIL WAP.
PROJECT	A PORTION OF RANCHO EL PESCADERO, BEING	THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN LASEMENT FOR PUBLIC PURPOSES 1. TO THE CITY OF LATHERP FOR PUBLIC RENT-OF-WAY PURPOSES. THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID WAP AS BREVIRIOSE STREET AS SHOWN ON THIS FINAL MAP.
	TRACT 4131 RIVER ISLANDS - STAGE 2B	THE UNDERSTAND. DOES HEREBY SINTE THAT THEY ARE THE DWEERS OP HAVE SOME RECORD TITLE INTEREST IN THE UNDERSTAND. DOES HEREBY SINTE THAT THEY ARE THE DWEERS OP HAVE SOME RECORDS TITLE. INTEREST IN THE LAND DELIVE/LIDE WAD EMBASICED WITHIN THE EXTERNOR BOUNDARY UNE OF THE HEREM LODDES THAT MAP ENTITLED. THAT HAVE IN THE BUNDESS SINCE BUNDLARY CONTROL OF THAT HEREM LODDES THAT MAP FRITUDE SINTE SOME OF EAST OF THE PREPARATION AND FLING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAM JOIDANT COUNTY. CALIFORMAL MAD FLING OF THIS FINAL MAP IN THE OFFICE
		OWNER'S STATEMENT



### REFERENCES

- (R1) TRACT 402: RIVER SLANDS-STACE 28 LARGE LOT FINAL MAP. FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS. PAGE 142, SLOCR (43 MAP 142)
   (R2) TRACT 1038, RIVER SLANDS-STACE 2A, VILLAGE HH, FLED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS. PAGE 198, SLOCR (43 MAP 198)
- (R3) TRACI 4052, RIVER ISLANDS-STAGE 28, MILLAGE 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

- pursuant to section 66436 of the caufornia subdivision map act. The signatures of the following parties have been omitto
- RECLAMED ISLANDS LAND COMPANY, RESERVATION FOR CHL. 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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LINE TABLE	DIRECTION	N60'20'02'W	N74'02'29'W	N3812'04"W	N5724'06"W	N12'24'06"W	N32'35'54'E	N49'01'22"W	N84'42'11"E	N67'56'05"E	N46'14'51"W	N114'51"W	N43'45'09"E	N33'23'44'E	N22728'58"W	N43'45'09"E					
	LENGTH	51.95'	581.29	117.73	98.05	35.36'	56.85	18.73	20.87	5.07	212.38'	35.36	168.81	50.00	50.00	20.00					
	CURVE	G	CZ	ß	54	ß	ß	C7	6	63	C10	51	C12	C13	0 4	C15	C16	C17	C18	C19	C20
CURV	RADIUS	400.00	435.00	850.00	300.00	300.00	265.00	335.00	270.00	17.00	50.00	1102.00	120.00	80.00	5020.00	340.00	3315.00	1090.00	355.00	370.00	990.00
CURVE TABLE	DELTA	13*42'26"	4"36"44"	10.03.44	35'50'24"	19,12,02,	35'50'24"	19"12'02"	40'09'39"	50"38'11"	132"47"49"	3'31'13"	7'10'16"	5'15'01"	0"49'13"	18'26'55"	0"38"55"	11'51'51"	21'02'24"	16'46'06"	0"40"28"
	LENGTH	95.69'	35.02'	149.28	187.66	100.53	165.76	112.26'	189.25	15.02'	115.89	67.71	15.02'	7.33	71.88'	109.48	37.53	225.70	130.36'	108.28	11.65'
	CURVE	C21	C22	C23	C24																
CURV	RADIUS	50.00	17.00	880.00	89,00																
CURVE TABLE	DELTA	150'39'42"	66'14'06'	3'33'28"	70"22"34"																
	_	-																			

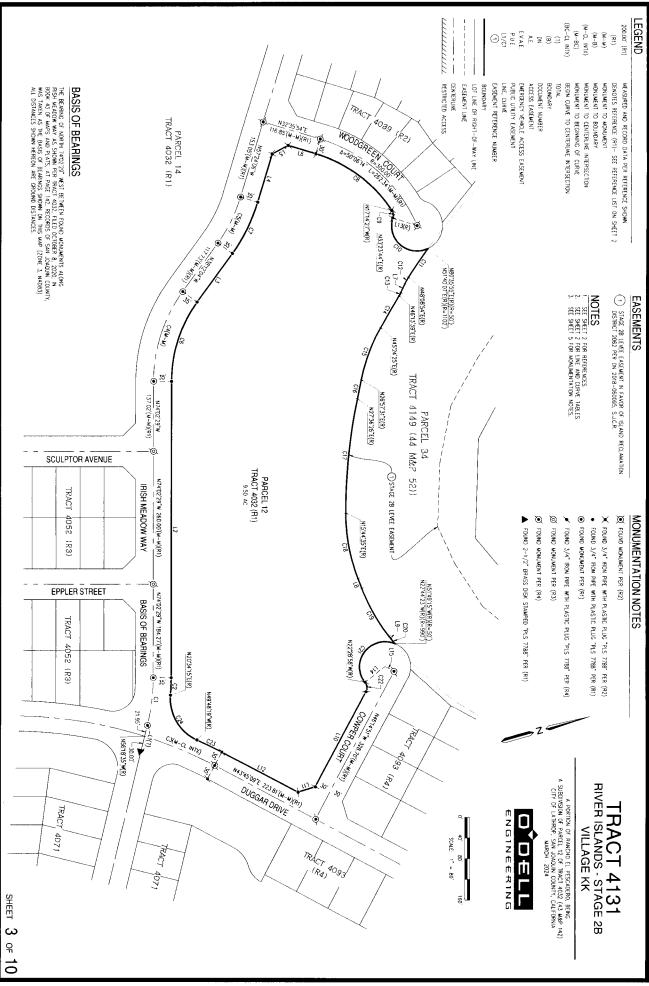
SHEET

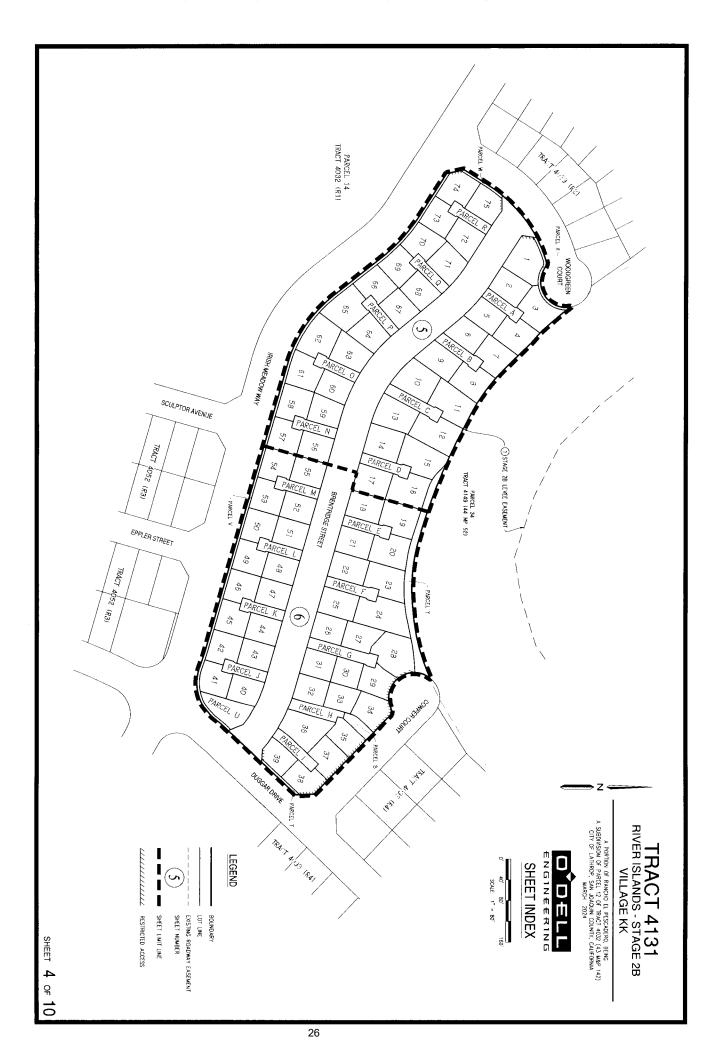
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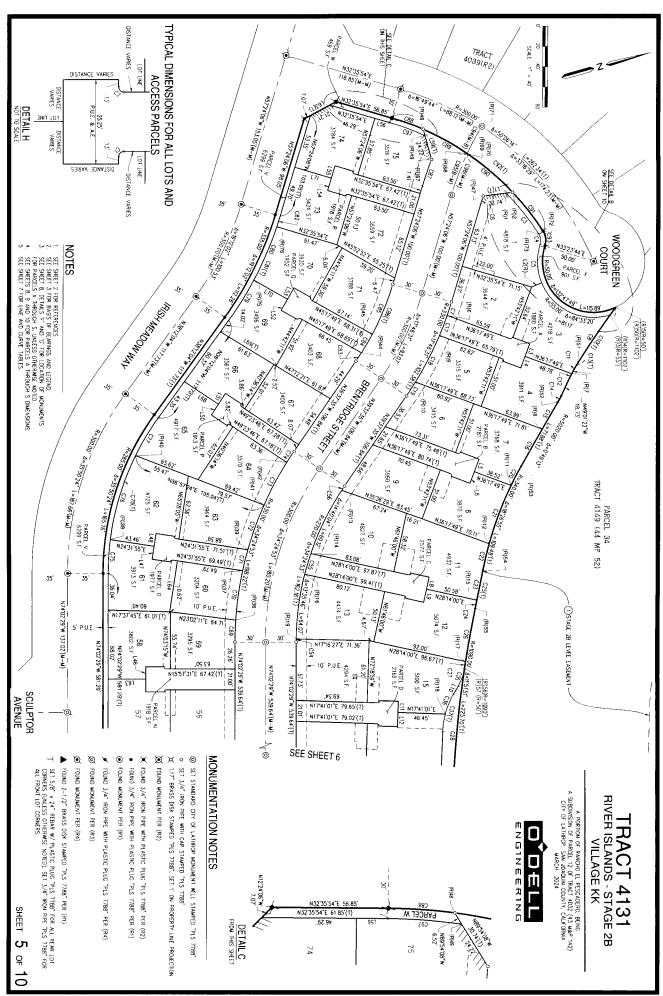
24

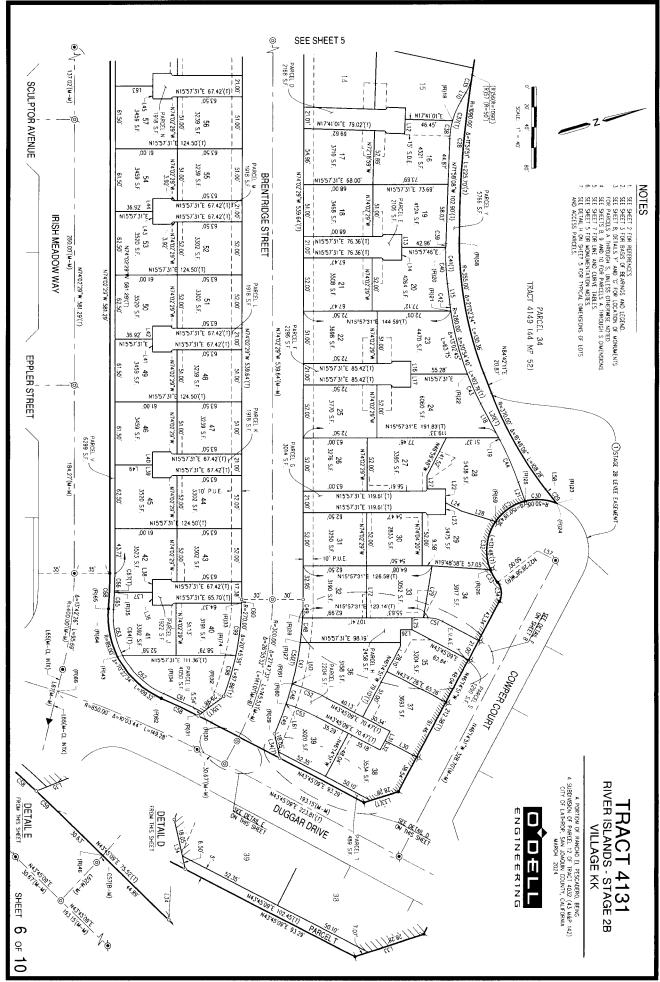
36"14'06" 19.65'

109.32 54.54 131.48 LENGTH



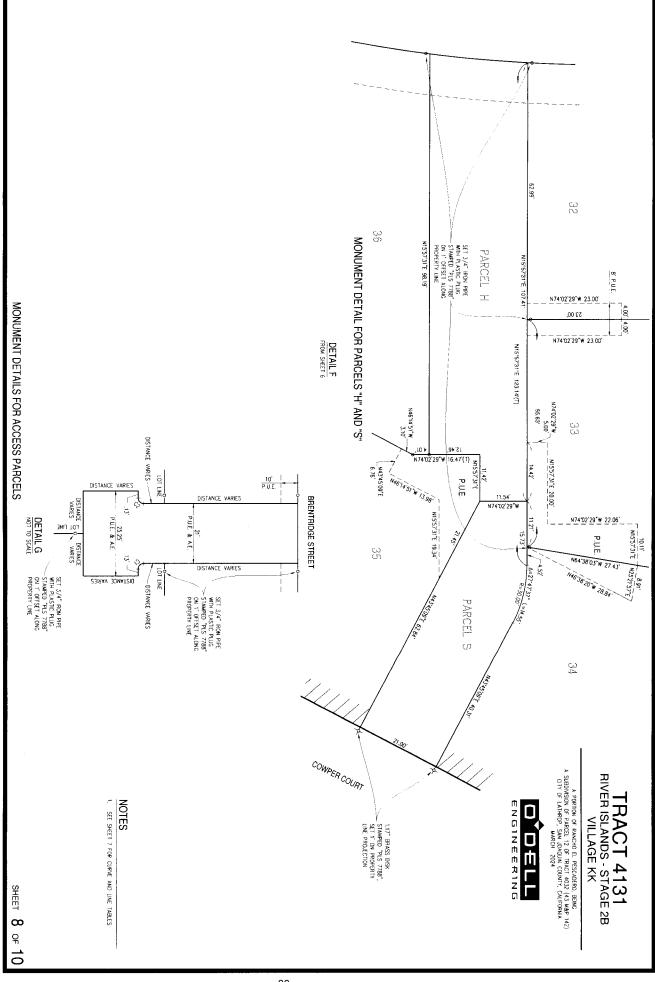


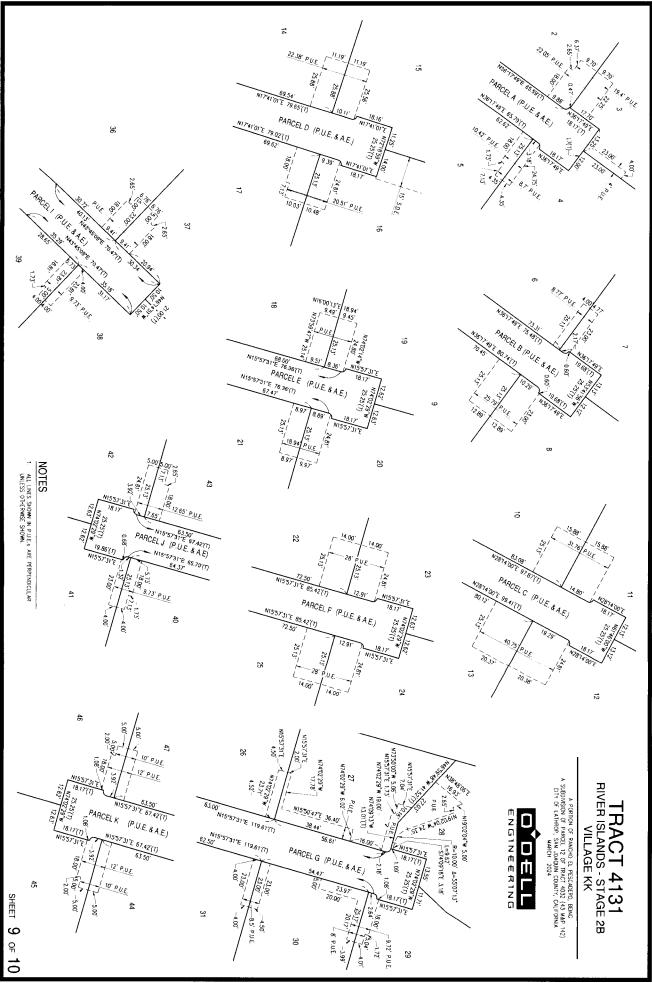


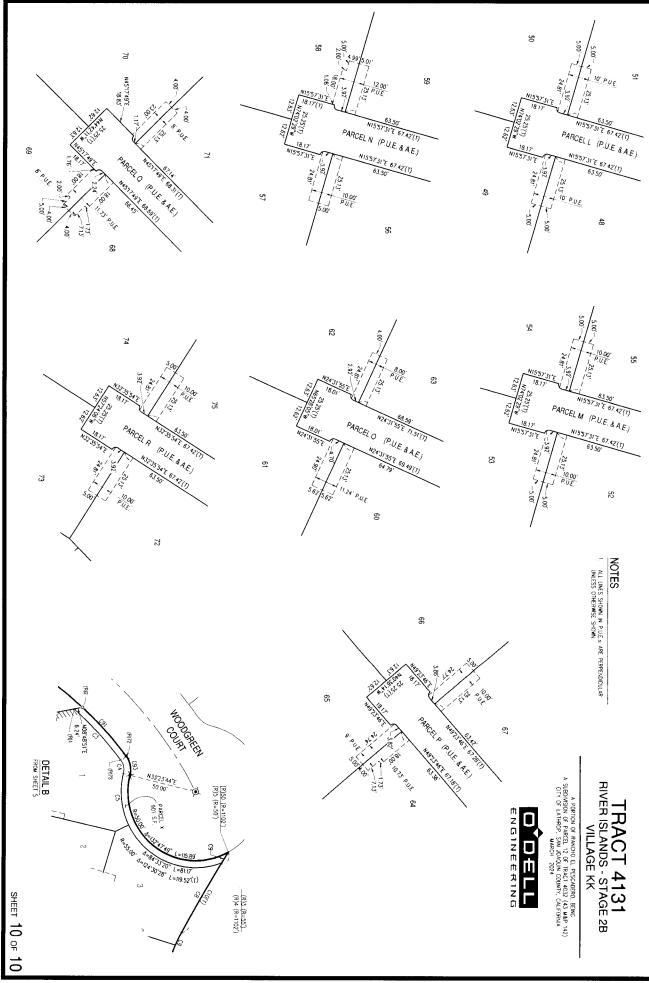


	I         Neulys         DELIX         LENGH         COUR         PELIX         ELIX         <	(F)-5         S-3-2-30/TW         (F)-50           (F)-6         S-2-2527W         (F)-66           (F)-6         S-2-2527W         (F)-66           (F)-6         S-2-271737E         (F)-76           (F)-15         N-4715377E         (F)-76           (F)-15         N-4715377E         (F)-76           (F)-15         N-471077E         (F)-76           (F)-15         N-4710737E         (F)-77           (F)-15         N-4710737E         (F)-77           (F)-15         N-4717372E         (F)-77           (F)-15         N-471737E         (F)-77           (F)-15         N-471737E	(R)13         Magningson         (R)33           (R)14         Magningson         (R)34           (R)15         S272758W         (R)35           (R)16         Magningson         (R)35           (R)17         Magningson         (R)36           (R)18         Magningson         (R)36           (R)18         Magningson         (R)37           (R)18         Magningson         (R)38           (R)19         Magningson         (R)36
	I         NAUUS         OLIN         LENGH         CAUM         PROM         ELIN	(H)-5         S-32-340/TW         (H)5           (H)-6         S-25232W         (H)6           (H)-7         N-34-1537-E         (H)6           (H)-8         S-32-281-8-E         (H)6           (H)-9         S-92-281-8-E         (H)6           (H)-9         S-92-281-8-E         (H)76           (H)-9         S-92-281-8-E         (H)76           (H)-9         S-92-281-8-E         (H)77           (H)-10         N-16-13-39-E         (H)72           (H)-15         N-46-13-39-E         (H)72           (H)-15         N-45-12-73-78-E         (H)7-3           (H)-15         N-26-12-73-78-E         (H)7-5           (H)-15         N-27-27-36-26-E         (H)7-5           (H)-15         N-27-27-37-F         (H)7-5	N49°1934'E N34°39'30'E S27°2758'W N30°1120'E N24°49'15'E
	I         NADUS         OLIX         LENGH         CAN         NADUS         DELX         LENGH           2.00         9000/00         3.4         C21         34.00         (017.35)         61.01           2.00         9000/00         3.4         C22         34.00         (017.35)         61.01           2.00         9000/00         3.4         C22         34.00         (007.35)         81.61           2.00         9000/07         723.45         1.39         C23         309.00         (207.11)         51.71           100.00         727.34         1.39         C23         90.00         (207.13)         6.61           100.00         727.34         9.47         C33         90.00         277.14         51.87           100.00         727.35         9.63         C23         90.00         277.14         51.87           100.00         727.35         9.63         C23         90.00         277.14         51.87           100.00         727.35         9.61         C33         90.00         277.14         51.87           100.00         727.35         9.61         C33         90.00         277.14         51.87           1	(H)-50         SJ-2730/TW         (H)-50           (H)-60         SJ-27372W         (H)-80           (H)-47         SJ-27372W         (H)-80           (H)-47         SJ-27372W         (H)-80           (H)-48         SJ-27372W         (H)-80           (H)-49         SJ-273712W         (H)-80           (H)-50         SJ-273712W         (H)-80           (H)-51         M-47302F2E         (H)-70           (H)-52         M-67332FE         (H)-73           (H)-53         M-572737E         (H)-73           (H)-54         N-272737FE         (H)-75           (H)-56         N-272737FE         (H)-76	N49^1934"E N34°3930"E S27°2758"W N30°11"20"E
1         1	I         Nume         Durat         Nume         Durat         Radie         Built         Excl         Built         Built         Excl         Built         Built <td>(H)-50         S-32-30(1)-W)         (H)-50           (R)-46         S-32-52.52.52.W)         (R)-66           (R)-47         S-32-52.71.87.6         (R)-66           (R)-48         S-50-22.81.97.6         (R)-67           (R)-49         S-62-32.81.97.6         (R)-68           (R)-49         S-62-32.91.97.6         (R)-69           (R)-50         M-57-30.72.67.6         (R)-71           (R)-52         M-67-32.92.6         (R)-73           (R)-52         M-57-36.72.71.6         (R)-73           (R)-55         M-27-36.76.72.6         (R)-73</td> <td>N49°19'34"E N34°39'30"E S27°27'58"W</td>	(H)-50         S-32-30(1)-W)         (H)-50           (R)-46         S-32-52.52.52.W)         (R)-66           (R)-47         S-32-52.71.87.6         (R)-66           (R)-48         S-50-22.81.97.6         (R)-67           (R)-49         S-62-32.81.97.6         (R)-68           (R)-49         S-62-32.91.97.6         (R)-69           (R)-50         M-57-30.72.67.6         (R)-71           (R)-52         M-67-32.92.6         (R)-73           (R)-52         M-57-36.72.71.6         (R)-73           (R)-55         M-27-36.76.72.6         (R)-73	N49°19'34"E N34°39'30"E S27°27'58"W
Net Net:         Net Net Net:         <	I         RADUS         DELIA         LENGH         CUPRE         RADUS         DELIA         LENGH           2.00         90000000         3.44         C27         34.000         (1017.35)         6.18           2.000         9000000         3.44         C27         34.000         (1077.35)         6.18           2.000         9000000         3.44         C27         34.000         (1077.35)         6.18           2.000         9090000         3.44         C22         34.000         (1077.35)         6.18           2.0000         1102.55         51.31         C22         34.000         (1077.35)         6.15           100.00         2.725.46         13.99         0.001         7.77.4         53.01           100.00         7.725.47         13.90         (223         39.000         6.400.07         7.93.7           100.00         7.725.47         13.90         10.77         14.57         0.46.7         14.57           30.000         7.725.47         13.97         13.97         13.97         13.97         13.97           30.000         7.727.4         13.97         13.97         13.97         13.97         13.97           30.00	(F)-50         S-S-2400 TW         (F)-50           (F)-46         S-S-25227W         (F)-66           (F)-47         N-25727F         (F)-66           (F)-47         N-25727F         (F)-66           (F)-48         S-50728F         (F)-68           (F)-49         S-50728F         (F)-68           (F)-49         S-50728F         (F)-68           (F)-45         N-50728F         (F)-78           (F)-55         N-4670854F         (F)-72           (F)-52         N-4672425F         (F)-72           (F)-53         N-4672425F         (F)-72           (F)-54         N-4672425F         (F)-72	N4921934"E
No.         No. <td>I         RAQUE         DELIA         LENGH         CUPRE         RAQUE         DELIA         LENGH           2.00         90000000         3.44         C27         34.000         1077.35"         61.08           2.000         90000000         3.44         C27         34.000         1077.35"         61.08           2.000         90000000         3.44         C27         34.000         1077.35"         61.08           2.000         9000000         3.45         C22         34.000         0.027.8"         64.01           102.00         7257.46"         13.99         C24         335.000         0.902.8"         10.15           120.00         7257.47         13.97         C23         390.00         27.77         61.65           120.00         727.93         4.91         C24         33.000         27.74         31.62           120.00         727.93         4.91         C24         17.00         64.000         27.74         31.62           120.00         727.93         53.47         C27         90.00         847.06"         13.62           330.00         727.94         13.92         C2.07         50.00         17.75.93         15.57</td> <td>(FI)-45         S-S-2-3401 'W)         (FI)-55           (FI)-46         S-S-2-2522'W)         (FI)-66           (FI)-47         N-24-75-27         (FI)-66           (FI)-48         S-S-2-27-17-26         (FI)-68           (FI)-49         S-49-24-37-7E         (FI)-68           (FI)-50         N-87-14-007-FE         (FI)-68           (FI)-52         N-48-103-38'E         (FI)-72</td> <td></td>	I         RAQUE         DELIA         LENGH         CUPRE         RAQUE         DELIA         LENGH           2.00         90000000         3.44         C27         34.000         1077.35"         61.08           2.000         90000000         3.44         C27         34.000         1077.35"         61.08           2.000         90000000         3.44         C27         34.000         1077.35"         61.08           2.000         9000000         3.45         C22         34.000         0.027.8"         64.01           102.00         7257.46"         13.99         C24         335.000         0.902.8"         10.15           120.00         7257.47         13.97         C23         390.00         27.77         61.65           120.00         727.93         4.91         C24         33.000         27.74         31.62           120.00         727.93         4.91         C24         17.00         64.000         27.74         31.62           120.00         727.93         53.47         C27         90.00         847.06"         13.62           330.00         727.94         13.92         C2.07         50.00         17.75.93         15.57	(FI)-45         S-S-2-3401 'W)         (FI)-55           (FI)-46         S-S-2-2522'W)         (FI)-66           (FI)-47         N-24-75-27         (FI)-66           (FI)-48         S-S-2-27-17-26         (FI)-68           (FI)-49         S-49-24-37-7E         (FI)-68           (FI)-50         N-87-14-007-FE         (FI)-68           (FI)-52         N-48-103-38'E         (FI)-72	
	I         RADUS         DELTA         LENGHH         CAPI         RAQUS         DELTA         LENGHH           2.00         9000000         3.14         C27         34.000         107735         6.167           2.85.00         110356         51.18         C22         340.00         7337.2         7.057           3.000         272546         13.93         C23         335.00         0737.85         5.157           1102.00         3725767         7.83         C23         335.00         0737.85         5.157           120.00         725346         1.999         C27         1090.00         727.17         5.167           120.00         727.37         4.91         C27         0.990.00         727.17         5.167           120.00         727.37         4.91         C23         50.00         747.11         5.967           120.00         717.15         5.17         C33         50.00         747.17         5.967           120.00         727.27         8.950         746.17         17.85         5.97           120.00         727.24         6.96         50.00         747.17         17.85           300.00         727.64         5.	(FI)-65         S-S-2-9401 W         (FI)55           (FI)-66         S-S-2-5222 W         (FI)68           (FI)-68         S-S0-2281-87-E         (FI)68           (FI)-69         S-S4-2-927-87-E         (FI)68           (FI)-69         S-S4-2-927-87-E         (FI)68           (FI)-69         S-S4-2-927-87-E         (FI)68           (FI)-69         S-S4-2-927-87-E         (FI)68           (FI)-69         S-S4-2-927-87-82         (FI)69           (FI)-50         N-53-2-92         (FI)70           (FI)-51         N-46-108-5-7-E         (FI)71	(R)12 N31°31'03"E (R)32
International         Internat	I         RADUS         DELTA         LENGHH         CAPI         RAQUS         DELTA         LENGHH           2.007         90700700         3.14         C27         340.00         10773.5         6.167           2.55.00         110356         5.1.8         C22         340.00         7337.2         7.165           3.50.00         395.708         38.35         C23         335.00         0708.27         8.16           1.102.00         375.716         7.83         C23         335.00         0708.27         8.16           1.102.00         725.746         1.3.99         C27         0.900.00         727.14         5.1.17           1.102.00         727.274         8.1.57         C27         0.900.00         747.117         5.5.17           1.102.00         727.274         8.1.57         C23         30.000         247.117         5.5.61           1.102.00         710.167         7.3.37         6.85         2.7.747         3.8.17           1.2000         727.274         3.9.27         C3.9         50.007         14.52           3.0000         727.147         15.86         2.9.07         15.87         2.9.77           3.0000         727.14 <td>(FI)-45         S-32"-940 (TW)         (FI)-55           (FI)-46         S-32"-53"/2"         (FI)-65           (FI)-46         S-32"-53"/2"         (FI)-65           (FI)-48         S-50"-28"-18"-E         (FI)-65           (FI)-49         S-40"-27"/2"         (FI)-55           (FI)-50         N-51"-40"07"/E         (FI)-50</td> <td>(R)11 N41°48'38"E (R)31</td>	(FI)-45         S-32"-940 (TW)         (FI)-55           (FI)-46         S-32"-53"/2"         (FI)-65           (FI)-46         S-32"-53"/2"         (FI)-65           (FI)-48         S-50"-28"-18"-E         (FI)-65           (FI)-49         S-40"-27"/2"         (FI)-55           (FI)-50         N-51"-40"07"/E         (FI)-50	(R)11 N41°48'38"E (R)31
No.         No. <td>I         RADUS         DELIA         LUNCH         RADUS         DELIA         LENGH           2.00         9000000         3.14         C27         34.000         107.35         6.167           2.85.00         110356         51.18         C27         34.000         107.35         6.167           3.0000         2.95.00         39.57.00         39.530         2.9.57         2.9.57         2.9.57           3.0000         2.75.45         3.9.507         2.9.57         2.9.57         2.9.57         2.9.57           1.02.00         2.75.75         3.9.507         2.9.57         2.9.57         2.9.57         2.9.57           1.02.00         2.75.75         3.9.507         2.9.57         2.9.57         2.9.57         2.9.57           1.02.00         2.75.75         3.9.507         2.9.57         2.9.57         3.9.507         3.9.57           1.00.00         2.76.77         7.3.57         4.9.57         2.9.67         3.9.67         3.9.67           3.00.00         2.76.77         7.9.57         5.9.67         2.9.67         3.9.67         3.9.57           3.00.00         2.76.77         3.9.67         2.9.67         3.9.607         3.9.57         3.9.57<td>(FI)-45         S-S-2*9401*W         (FI)55           (FI)-46         S-S-2*5272*W         (FI)66           (FI)-48         S-S0*28*14*E         (FI)67           (FI)-48         S-S0*28*14*E         (FI)68           (FI)-49         S-49*24*37*E         (FI)68</td><td>(R)10 S47*36'07"W (R)30</td></td>	I         RADUS         DELIA         LUNCH         RADUS         DELIA         LENGH           2.00         9000000         3.14         C27         34.000         107.35         6.167           2.85.00         110356         51.18         C27         34.000         107.35         6.167           3.0000         2.95.00         39.57.00         39.530         2.9.57         2.9.57         2.9.57           3.0000         2.75.45         3.9.507         2.9.57         2.9.57         2.9.57         2.9.57           1.02.00         2.75.75         3.9.507         2.9.57         2.9.57         2.9.57         2.9.57           1.02.00         2.75.75         3.9.507         2.9.57         2.9.57         2.9.57         2.9.57           1.02.00         2.75.75         3.9.507         2.9.57         2.9.57         3.9.507         3.9.57           1.00.00         2.76.77         7.3.57         4.9.57         2.9.67         3.9.67         3.9.67           3.00.00         2.76.77         7.9.57         5.9.67         2.9.67         3.9.67         3.9.57           3.00.00         2.76.77         3.9.67         2.9.67         3.9.607         3.9.57         3.9.57 <td>(FI)-45         S-S-2*9401*W         (FI)55           (FI)-46         S-S-2*5272*W         (FI)66           (FI)-48         S-S0*28*14*E         (FI)67           (FI)-48         S-S0*28*14*E         (FI)68           (FI)-49         S-49*24*37*E         (FI)68</td> <td>(R)10 S47*36'07"W (R)30</td>	(FI)-45         S-S-2*9401*W         (FI)55           (FI)-46         S-S-2*5272*W         (FI)66           (FI)-48         S-S0*28*14*E         (FI)67           (FI)-48         S-S0*28*14*E         (FI)68           (FI)-49         S-49*24*37*E         (FI)68	(R)10 S47*36'07"W (R)30
No.         No. <td>I         RADUS         DELTA         LENGHH         CAPA         RAQUS         DELTA         LENGHH           2.00         9000000         3.14         C27         340.00         10773.5         6.169           2.000         9000000         3.14         C27         340.00         10773.5         6.169           12.000         395.000         1103.56         51.18         C23         335.00         0082.77         8.15           12.000         395.706         7.337         6.61         C24         335.00         0082.77         8.16           1102.00         2725.46         13.93         6.01         C24         335.00         0082.77         8.16           1102.00         2727.37         6.61         C27         0.690.00         273.74         5.15           1102.00         2727.37         6.61         C27         0.690.00         274.717         5.501           120.00         2727.37         51.42         C3.04         50.00         277.407         3.627           330.00         274.77         15.95         C3.4         80.00         164.724         70.77           300.00         274.717         15.95         6.64         80.00<td>(F)45         542*5421*W         (H)55           (R)46         542*5322*W         (R)66           (R)47         N34*1537*E         (R)67           (R)48         S50*28*18*E         (R)68</td><td>\$38°40'29"W</td></td>	I         RADUS         DELTA         LENGHH         CAPA         RAQUS         DELTA         LENGHH           2.00         9000000         3.14         C27         340.00         10773.5         6.169           2.000         9000000         3.14         C27         340.00         10773.5         6.169           12.000         395.000         1103.56         51.18         C23         335.00         0082.77         8.15           12.000         395.706         7.337         6.61         C24         335.00         0082.77         8.16           1102.00         2725.46         13.93         6.01         C24         335.00         0082.77         8.16           1102.00         2727.37         6.61         C27         0.690.00         273.74         5.15           1102.00         2727.37         6.61         C27         0.690.00         274.717         5.501           120.00         2727.37         51.42         C3.04         50.00         277.407         3.627           330.00         274.77         15.95         C3.4         80.00         164.724         70.77           300.00         274.717         15.95         6.64         80.00 <td>(F)45         542*5421*W         (H)55           (R)46         542*5322*W         (R)66           (R)47         N34*1537*E         (R)67           (R)48         S50*28*18*E         (R)68</td> <td>\$38°40'29"W</td>	(F)45         542*5421*W         (H)55           (R)46         542*5322*W         (R)66           (R)47         N34*1537*E         (R)67           (R)48         S50*28*18*E         (R)68	\$38°40'29"W
Net Nat:	I         RADUS         DELTA         LENGHH         CAIP         RAQUS         DELTA         LENGHH           2.00         9000700         3.14         C27         34.000         107735         6.169           2.85.00         110356         51.18         C22         34.000         107735         6.169           12.00         30500         7.845         51.18         C23         335.00         090277         8.15           1102.00         370.00         17335         6.61         C24         335.00         090277         8.15           1102.00         725367         19.61         50.71         C23         335.00         909276         1.65           1102.00         727378         10.11         C24         335.00         94727         8.16           120.00         727378         1.61         C37         96900         94727         8.16           120.00         727378         1.62         C30         50.00         843707         1.65           120.00         727378         1.62         C30         50.00         274747         1.65           330.00         727647         1.55         C30         50.00         2747517	(R)45 S43'49'01'W (H)55 (R)46 S42'53'23'W (R)66 (R)47 N34'15'37'E (R)67	N45°52'46"E
0         0	I         RADUS         DELTA         LENGHH         CAPA         RAQUS         DELTA         LENGHH           2.00         9000700         3.14         C27         340.00         10173.55         6.169           2.00         9000700         3.14         C27         340.00         10173.55         6.169           1.0.00         503.8117         10.617         C27         340.00         733.57         7.057           5.0.00         395.708         38.35         C27         0.090.00         727.347         8.15           1.10.00         725.467         1.3.93         C27         0.090.00         727.37         8.15           1.10.00         727.37         6.61         C22         390.00         747.117         5.307           1.10.00         727.37         6.967         C23         390.00         747.17         5.307           1.10.00         727.37         8.167         C33         50.00         747.17         5.307           1.10.00         727.37         8.167         C33         50.00         747.17         5.307           1.10.00         727.37         10.57         C33         50.00         747.274         9.27	(R)46 S42°53'23'W (R)65	N43°19'16"E
Image: line line line line line line line line	I         RADUS         DELTA         LENGHH         CAINE         RAQUS         DELTA         LENGHH           2.00         9000100         3.14         C27         34.000         1017355         61.08           2.00         9000100         3.14         C27         34.000         1017355         61.08           2.000         9000100         3.14         C27         34.000         1017355         61.08           2.000         1103355         51.18         C27         335.00         090277         8.15           2.000         1193435         7.83         C28         1090.00         273.117         5.101           1102.00         272545         10.111         C24         335.00         098272         8.162           1102.00         272536         51.02         C38         50.00         843727         16.59           1102.00         71735         51.61         C31         50.00         843727         9.165           100.00         727347         15.92         C30         50.00         847274         9.182           330.00         727471         15.95         C34         90.00         172745         9.52           330.00		(F)6 \$35°01'40"W (F)26
	I         RADUS         DELTA         LENGHH         CUPAK         RAQUS         DELTA         LENGHH           2.00         9000'00         3.14         C27         34.000         1077.35         61.08           2.00         9000'00         3.14         C27         34.000         1077.35         61.08           2.000         9000'00         31.4*         C27         34.000         1077.35         61.08           2.000         1103.5%         51.18         C27         335.00         0902.75         23.57           3.000         725.46*         1.1.99         C28         1090.00         274.71*         53.01*           1102.00         375.07         9.08         C28         1090.00         274.71*         53.01*           1102.00         727.34*         1.99*         C28         1090.00         274.71*         53.01*           1102.00         727.34*         4.91*         C.33         50.00*         84.302*         16.59*           1102.00         727.34*         4.91*         C.33         50.00*         174.25*         4.92*           100.00         727.34*         51.4*         C.34*         50.00*         174.25*         4.95* <td>(R)44 S48°16'29'W (R)64</td> <td>N5191147"E</td>	(R)44 S48°16'29'W (R)64	N5191147"E
Image: regioner line line line line line line line line	I         RADUS         DELTA         LENGHH         CUPAK         RAQUS         DELTA         LENGHH           2.00         9000100         3.14         C27         34.000         1017355         61.08           2.000         9000100         3.14         C27         34.000         1017355         61.08           2.000         9000100         3.14         C27         34.000         1017355         61.08           2.000         1103356         51.18         C22         335.00         008277         8.15           2.000         1103356         51.18         C224         335.00         008277         8.16           3.0007         72546         1.199         C28         1090.00         274711         53.01           1102.00         3702537         8.65         C29         990.00         94327         16.59           1102.00         727546         7.337         C30         50.00         843027         16.59           1102.00         727537         4.935         10.11         C31         50.00         843027         16.59           102.00         727337         8.65         C33         50.00         717567         15.97	(R)43 N11°08'39"W (R)63	S88°53'16"W
Image: interview of the construction of the	I         RADUS         DELTA         LENGHH         CUPAE         RAQUS         DELTA         LENGHH           2.00         90700700         3.14         C27         340.00         1077.35         61.06           2.000         90700700         3.14         C272         340.00         1077.35         61.06           2.000         90700700         3.14         C272         340.00         1077.35         61.06           2.000         395.706         38.35         C273         335.00         090.07         81.6           3.0000         7275.46         1.1.99         C27         1090.00         721.71         53.01           1.00200         397.507         8.06         272.77         10.900         727.74         8.16           1.00200         727.546         1.99         C28         1090.00         721.78         6.86           1.00200         727.375         50.67         C3.07         6.990.00         94.97         1.82           1.00200         727.57         5.027         6.900         94.97         3.82         1.65           1.00200         727.57         5.027         5.007         3.82         1.65         3.82	(R)42 N48°07'43"E (R)62	S27°30'27"E
Image: mark and the set of the s	I         RADUS         DELTA         LENGTH         CUPAC         RAQUS         DELTA         LENGTH           2.00         90700700         3.14         C27         340.00         1077.35         61.06           2.000         90700700         3.14         C27         340.00         1077.35         61.06           2.000         90700700         3.14         C27         340.00         1077.35         61.06           2.000         9070070         3.14         C27         340.00         1077.35         61.06           2.000         907007         7.83         5.107         C23         3335.00         0.087.27         8.16           3.0000         7275.46         1.1.99         C27         1090.00         721.16         53.01           1.02.007         3.97.32         5.86.3         C28         1090.00         721.37         6.86           1.02.007         2.72.32         5.060         449.32         10.11         C31         50.00         94.52         1.65           1.02.007         727.32         5.067         7.33         50.00         147.24         3.82         1.65           1.02.00         2.74171         15.92         50.00 <td>(R)41 N39754118"E (R)61</td> <td>(R)1 S28°18'23'E (R)21</td>	(R)41 N39754118"E (R)61	(R)1 S28°18'23'E (R)21
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	RADUIS         DELLA         LENGTH         CAPAT         RADUIS         DELLA         ENGTH           2.00         9000000         3.14         C21         340.00         1017.35         6.06           2.00         9000000         3.14         C22         340.00         03327         27.05           25.00         110356         51.16         C23         335.00         0327.8         23.37           25.00         110356         51.81         C24         335.00         098.55         37.33           270.00         129.47         7.83         C24         335.00         072.78         8.16           270.00         129.47         7.83         C24         335.00         072.78         8.16           100.00         727.46         13.99         C27         10.90         843.02         16.5           100.00         720.38         4.91         C.11         C.13         50.00         843.02         16.5           100.00         720.38         4.91         C.12         50.00         84.02         3.82           120.00         728.26         1.52         50.00         14.52         3.64         3.65           120.00	LINE # DIRECTION LINE #	LINE # DIRECTION LINE #
IMPL TARE         UNE TARE	RADUS         DELIA         LENGTH         CAPAT         RADUS         DELIA         ENGTH           2.00         9000000         3.14         C21         340.00         1017.35         61.06           2.00         9000000         3.14         C22         340.00         033.27         27.05           25.00         110356         51.16         C23         335.00         033.27         27.05           25.00         110356         51.16         C23         335.00         033.27         27.05           25.00         1995.708         38.35         C23         335.00         032.87         23.37           27.0.00         725.46         13.99         C23         036.00         27.117         53.01           102.00         27.028         9.06         27.07.36         C28         9.000         27.178         6.85           102.00         27.038         4.91         C.37         50.00         24.072         18.59           102.00         27.20.37         50.51         C.31         50.00         24.078         18.57           120.00         27.20.37         50.51         C.32         50.00         14.925         3.927 <td< th=""><th>RADIAL BEARINGS</th><th>RADIAL BEARINGS RADIAL</th></td<>	RADIAL BEARINGS	RADIAL BEARINGS RADIAL
UNE TARE	RADUS         DELIA         LENGTH         CAPAT         ADUS         DELIA         LENGTH           2.00         90700'00         3.14         C21         340.00         1017.35'         61.08'           2.00         90700'00         3.14'         C22         340.00         1017.35'         61.08'           2.00         90700'00         3.14'         C22         340.00         1017.35'         61.08'           2.00         907370'0'         3.14'         C21         331.50'         0732.78'         23.5'           2.00'         9757.08'         38.35'         C25         311.50'         0736.78'         23.5'           2.00'         397.70'         7.63'         C24         315.00'         0738'.5'         35.5'           2.00'         392.35'         58.63'         C25         090.00'         68''         50.0'           1002.00'         273.5''         6.68'         C23''         90.00'         68.5''         51.8''           1002.00'         273.5''         6.68'         11.65''         51.8''         51.8''           102.00'         273.5'''         6.50'''         51.8''         51.8''         51.8'''           102.00'         2	N74'02'29'W 12.63	LZU   N/80/09 E   40.83
UNE TAGE	RADUS         DELIA         LENGH         CAPAT         ADUS         DELIA         LENGH           2.00         9000000         3.14         C21         340.00         1017.35         6.08           2.00         9000000         3.14         C22         340.00         1017.35         6.08           2.00         9000000         3.14         C22         340.00         930.28         2.3.7           2.00         50.38/17         10.61         C24         3.15.00         0.98/27         8.16           2.00         3925/18         38.35         C25         315.00         0.98/27         8.16           5.00         1294.7         7.83         C26         1090.00         274.11         5.01           1102.00         2725.46         13.49         C27         1090.00         84.02         16.5           1102.00         2725.37         8.61         C23         50.00         84.702         16.54           1102.00         2725.37         50.01         C23         50.00         84.702         16.5           1102.00         2725.37         50.51         C23         50.00         84.707         18.57           1102.00         2726.3	N74702'29*# 12.63' L59 N89'54'08*#	N78'07'09''E
UNE TAGE	RADUS         DELIA         LENCH         CURAT         RADUS         DELIA         LENCH           2.00         90700'00         3.14         C21         340.00         1017.35         61.08           2.00         90700'00         3.14         C22         340.00         1017.35         61.08           2.00         9070'00         3.14         C22         340.00         0302.82         27.05           2.00         5078'11         10.61         C23         3315.00         0302.82         27.35           2.00         3957.08         38.35         C25         3135.00         0382.57         8.16           2.000         725.46*         13.99         C27         1090.00         27.471*         53.01*           1012.00         725.45*         10.17         C23         50.00         96.27*         6.86*           1012.00         727.34*         19.17*         C37         6.00         96.00         96.27*         16.5           1012.00         727.34*         19.17*         C37         C39.00         96.27*         16.5           102.00         727.34*         19.17*         C37         C39.00         96.27*         16.5	N74702'29"W 12.63' L58 N67'56'05"E	N78'07'09"E 38.05'
IME         IME <td>RADUS         DELIA         LENCH         CURAT         RADUS         DELIA         LENCH           2.00         90700'00         3.14         C21         340.00         1017.35         61.08           2.00         90700'00         3.14         C22         340.00         1017.35         61.08           2.00         9070'00'         3.14         C22         340.00         733.72         27.05           2.00         9070'00'         3.14         C22         340.00         733.72         27.05           2.00         937.98'         38.35         C23         33.15.00         098.77         8.16           2.000         725.46'         13.99         C27         1090.00         27.471'         53.01'           3.000         725.45'         13.99         C28         1090.00         97.178         6.86'           1102.00         737.35'         58.63         C.29         99.00'         94.72''         16.59'           1102.00         737.35'         58.64'         C.21''         50.00''         41.27''         33.15''           102.00         710'16''         15.02''         C.33''         50.00''         14.52'''         38.5'''</td> <td>S15'57'31"W 37.32" L57 N43'45'09"E</td> <td>L17 N74'02'28"W 12.63</td>	RADUS         DELIA         LENCH         CURAT         RADUS         DELIA         LENCH           2.00         90700'00         3.14         C21         340.00         1017.35         61.08           2.00         90700'00         3.14         C22         340.00         1017.35         61.08           2.00         9070'00'         3.14         C22         340.00         733.72         27.05           2.00         9070'00'         3.14         C22         340.00         733.72         27.05           2.00         937.98'         38.35         C23         33.15.00         098.77         8.16           2.000         725.46'         13.99         C27         1090.00         27.471'         53.01'           3.000         725.45'         13.99         C28         1090.00         97.178         6.86'           1102.00         737.35'         58.63         C.29         99.00'         94.72''         16.59'           1102.00         737.35'         58.64'         C.21''         50.00''         41.27''         33.15''           102.00         710'16''         15.02''         C.33''         50.00''         14.52'''         38.5'''	S15'57'31"W 37.32" L57 N43'45'09"E	L17 N74'02'28"W 12.63
UNE FABLE         UNE FABLE <t< td=""><td>RADUS         DELIA         LENCH         CAPAT         RADUS         DELIA         LENCH           2.00         90700'00         3.14         C21         340.00         1017.35         61.08           2.00         90700'00         3.14         C22         340.00         1017.35         61.08           2.00         9070'00         3.14         C22         340.00         13327         27.05           2.00         9070'00         3.14         C22         340.00         03028         23.37           2.00         937.08'         38.35         C23         331.50         008277         8.16           2.000         725.46'         13.99         C24         3315.00         038.55         37.53           2.000         725.46'         13.99         C27         1090.00         27.471'         53.01'           1102.00         727.54'         10.17         C23         90.00         447.37'         16.5'           1102.00         727.34'         4.91'         C23         90.00'         172.70'         35.81'           1102.00         727.34'         4.91'         C23         90.00'         164.37'         48.2'           10.00'</td><td>N74'02'29"W 12.63' L56 N32'35'54"E</td><td>L16 N74'02'29"W 12.63'</td></t<>	RADUS         DELIA         LENCH         CAPAT         RADUS         DELIA         LENCH           2.00         90700'00         3.14         C21         340.00         1017.35         61.08           2.00         90700'00         3.14         C22         340.00         1017.35         61.08           2.00         9070'00         3.14         C22         340.00         13327         27.05           2.00         9070'00         3.14         C22         340.00         03028         23.37           2.00         937.08'         38.35         C23         331.50         008277         8.16           2.000         725.46'         13.99         C24         3315.00         038.55         37.53           2.000         725.46'         13.99         C27         1090.00         27.471'         53.01'           1102.00         727.54'         10.17         C23         90.00         447.37'         16.5'           1102.00         727.34'         4.91'         C23         90.00'         172.70'         35.81'           1102.00         727.34'         4.91'         C23         90.00'         164.37'         48.2'           10.00'	N74'02'29"W 12.63' L56 N32'35'54"E	L16 N74'02'29"W 12.63'
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	RADUS         DELIA         LENCH         CURAT         RADUS         DELIA         LENCH           2.00         90700'00         3.14         C21         340.00         1017.35         61.08           2.00         90700'00         3.14         C22         340.00         1017.35         61.08           2.00         9070'00         3.14         C22         340.00         13322         27.05           2.00         9070'00         3.14         C22         340.00         03028         23.37           2.00         9073'8         38.35         C23         3315.00         03028         23.37           2.000         395'708         38.35         C26         1090.00         274711'         53.01'           3.000         725'46*         13.99         C27         1090.00         274711'         53.01'           1012.00         725'26*         13.57         C28         90000         4473'36'         16.5'           1012.00         7273'4*         19.11'         C37         600'         9472'8'         16.5'           102.00         7273'8*         10.11'         C39         9000'         6572'8'         49.5'           102.00	N21'32'41"# 31.52' L55 N57'24'06"#	L15 N80'58'11"W 20.34'
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	RADUS         DELIA         LENCH         CURAT         RADUS         DELIA         LENCH           2.00         90707007         3.14         C21         340.00         1017.35         61.08           2.007         90707007         3.14         C22         340.00         1017.35         61.08           2.007         90707007         3.14         C22         340.00         930.78         23.97           2.007         9073707         10.61         C22         3315.00         0730.78         23.97           2.007         937.98         38.35         C25         315.00         0730.78         23.97           2.000         725.46         11.39         C24         315.00         0736.55         37.53           2.000         725.46         11.39         C26         1090.00         27.11"         53.01           3.0000         725.46         11.39         C27         1090.00         84.02         16.65           10102.00         320.33         58.61         C23         50.00         84.02         16.5           102.00         720.34*         6.107         C23         50.00         84.707         43.97           102.00         <	N85'58'00"W 24.55' L54 N57"24'06"W	L14 N74'02'29"W 12.63
I.NE. TABLE         UNE. T	RADUS         DELTA         LENCH         CURAT         RADUS         DELTA         LENCH           2.00         90707007         3.14         C21         340.00         1017.35         61.08           2.00         90707007         3.14         C22         340.00         1017.35         61.08           2.007         90707007         3.14         C22         340.00         13322         2.7.05           2.007         9073707         10.61         C22         3315.00         0193.78         2.9.37           2.007         9373718         10.61         C24         3135.00         0193.78         2.9.37           2.000         725.46         11.39         C25         315.00         0193.78         2.9.37           3.000         725.46         11.39         C26         1090.00         2.4.711         5.01           1012.00         320.32         58.63         C23         50.00         84.502         16.65           1012.00         320.32         56.71         C30         50.00         84.502         16.5           1012.00         320.32         56.71         C31         50.00         56.72.74         39.82           102.00	N01'14'51"W 35.36' L53 N44'42'11"W 12.62'	E13 N74'02'29"W 12.62"
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	RADUS         DELIA         LENCH         CURAT         RADUS         DELIA         LENCH           2.00         90700'00'         3.14'         C21         340.00'         1017.35'         61.08'           2.00'         90700'00'         3.14'         C22         340.00'         1017.35'         61.08'           2.00'         90700'00'         3.14'         C22         340.00'         1017.35'         61.08'           2.00'         90700'00'         3.14'         C22         340.00'         03028'         23.37'           2.00'         9070'00'         3.14'         C22         3315.00'         03028'         23.37'           2.00'         935'7.08'         38.35'         C25         3135.00'         0385'5'         37.53'           2.00'         3972'5'         58.63'         C26'         1090.00'         2'47'1''         53.0''           1012.00'         7273'4''         10.1''         C23''         50.00''         947.7''         58.6''           1012.00'         7273'5''         58.63''         C26''         1090.00''         947.7'''         58.6''           1012.00''         7273'4'''         10.1'''         C23''''''''''''''''''''''''''''''''''''	N4614'51"# 10.50' L52 N44'42'11"# 12.63' L72 N74'02'29"#	N7218'59"W 14.00'
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	RADUS         DELTA         LENCH         CURAC         MADUS         DELTA         LENCH           2.00         90707007         3.14         C21         340.00         1017.35         61.08           2.00         90707007         3.14         C22         340.00         1017.35         61.08           2.00         90707007         3.14         C22         340.00         1017.35         61.08           2.007         90707007         3.14         C22         340.00         133.22         2.7.05           2.007         9073707         10.61         C24         331.50         030.287         2.9.37           2.007         39.57         C24         331.50         030.277         8.16           2.000         725.46         7.6.3         C26         1090.00         2.4.711         5.01           3.000         725.46         7.6.3         C26         1090.00         72.1.96         6.66           1012.00         327.27         56.71         C23         590.00         74.071         51.61           102.00         321.37         C2.73         6.060         74.714         51.62           1012.00         321.37         C2.74	N46'14'51"W 10.50" L51 N40'36'14"W 12.63" L71 S32'35'54"W	11.25'
LINE TABLE         CURVE TABLE <thc< td=""><td>RADUS         DELIA         LENCH         CURAE         RADUS         DELIA         LENCH           2.00         90707007         3.14         C21         340.007         1017.357         61.087           2.00         90707007         3.14         C22         340.007         1017.357         61.087           2.007         90707007         3.14         C22         340.007         1017.357         61.087           2.007         90707007         3.14         C22         340.007         133.327         27.057           2.007         9073787         10.611         C24         3.15.00         0307.87         2.9.37           12.007         9357087         36.357         C24         3.15.00         0307.87         3.6.57           2.70.007         119.437         7.637         C25         3.15.00         0385.57         37.5.57           3.00.007         272.347         7.637         C26         1090.007         27.117         55.017           3.00.007         272.347         3.0.60         C27.1         1090.007         73.457         6.667           10102.007         V11.1V         62.717         C28         60.007         01.057         6.667     <td>N43'45'09'E 34.92' L50 N40'36'14'W 12.63' L70 S45'16'23'W</td><td>10.02</td></td></thc<>	RADUS         DELIA         LENCH         CURAE         RADUS         DELIA         LENCH           2.00         90707007         3.14         C21         340.007         1017.357         61.087           2.00         90707007         3.14         C22         340.007         1017.357         61.087           2.007         90707007         3.14         C22         340.007         1017.357         61.087           2.007         90707007         3.14         C22         340.007         133.327         27.057           2.007         9073787         10.611         C24         3.15.00         0307.87         2.9.37           12.007         9357087         36.357         C24         3.15.00         0307.87         3.6.57           2.70.007         119.437         7.637         C25         3.15.00         0385.57         37.5.57           3.00.007         272.347         7.637         C26         1090.007         27.117         55.017           3.00.007         272.347         3.0.60         C27.1         1090.007         73.457         6.667           10102.007         V11.1V         62.717         C28         60.007         01.057         6.667 <td>N43'45'09'E 34.92' L50 N40'36'14'W 12.63' L70 S45'16'23'W</td> <td>10.02</td>	N43'45'09'E 34.92' L50 N40'36'14'W 12.63' L70 S45'16'23'W	10.02
LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         CURVE TABLE <th< td=""><td>RADUS         DELTA         LENGTH         CURAE         RADUS         DELTA         LENGTH           2.00         9000000°         314'         C21         340.00°         1017355°         61.00°           2.00         9000000°         314'         C22         340.00°         1017355°         61.00°           2.000         9000000°         314'         C22         340.00°         13325°         27.00°           2.000         903011°         10.61°         C23         3345.00°         03028°         29.37°           2.000         939371°         10.61°         C24         3345.00°         039828°         29.37°           2.000         3945708°         38.55°         C25         3345.00°         039828°         37.53°           2.000.0°         729430°         7.83'         C26         1090.00°         274711°         53.01°           3.00.00°         727830°         13.49°         C27         1090.00°         274711°         53.01°           3.00.00°         727830°         13.49°         C27         1090.00°         274711°         53.01°           3.00.00°         727820°         15.49°         C27         1090.00°         274711°         55.9°</td><td>N64'38'03"# 51.70' L49 515'57'31"# 36.92' L69 N47'21'03"E</td><td>13.13</td></th<>	RADUS         DELTA         LENGTH         CURAE         RADUS         DELTA         LENGTH           2.00         9000000°         314'         C21         340.00°         1017355°         61.00°           2.00         9000000°         314'         C22         340.00°         1017355°         61.00°           2.000         9000000°         314'         C22         340.00°         13325°         27.00°           2.000         903011°         10.61°         C23         3345.00°         03028°         29.37°           2.000         939371°         10.61°         C24         3345.00°         039828°         29.37°           2.000         3945708°         38.55°         C25         3345.00°         039828°         37.53°           2.000.0°         729430°         7.83'         C26         1090.00°         274711°         53.01°           3.00.00°         727830°         13.49°         C27         1090.00°         274711°         53.01°           3.00.00°         727830°         13.49°         C27         1090.00°         274711°         53.01°           3.00.00°         727820°         15.49°         C27         1090.00°         274711°         55.9°	N64'38'03"# 51.70' L49 515'57'31"# 36.92' L69 N47'21'03"E	13.13
LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         CURVE TABLE <th< td=""><td>RADUS         DELTA         LENGTH         CURAE         RADUS         DELTA         LENGTH           2.00         9000000°         314'         C21         340.00°         1017.355         61.00°           2.00         9000000°         314'         C22         340.00°         1017.355         61.00°           2.000         9000000°         314'         C22         340.00°         1017.355         61.00°           2.000         9000000°         314'         C22         340.00°         0307.8°         27.05'           2.55.00°         1133.56°         51.16°         C2.4         3345.00°         0307.8°         29.37'           5.00°         393.57°         51.45°         C2.4         3345.00°         0308.55°         37.53'           2.700.00°         739.43°         7.63'         C2.7°         090.00°         274.711°         53.01'           3.30.00°         725.46°         13.99'         C2.7°         090.00°         274.711°         56.66'           3.00.00°         725.46°         13.99'         C2.7°         090.00°         274.711°         56.66'</td><td>N33'04'28"E 34.24' L48 N65'28'05"W 12.63' L68 \$49'23'46"W</td><td>N61*46'00"₩ 12.13'</td></th<>	RADUS         DELTA         LENGTH         CURAE         RADUS         DELTA         LENGTH           2.00         9000000°         314'         C21         340.00°         1017.355         61.00°           2.00         9000000°         314'         C22         340.00°         1017.355         61.00°           2.000         9000000°         314'         C22         340.00°         1017.355         61.00°           2.000         9000000°         314'         C22         340.00°         0307.8°         27.05'           2.55.00°         1133.56°         51.16°         C2.4         3345.00°         0307.8°         29.37'           5.00°         393.57°         51.45°         C2.4         3345.00°         0308.55°         37.53'           2.700.00°         739.43°         7.63'         C2.7°         090.00°         274.711°         53.01'           3.30.00°         725.46°         13.99'         C2.7°         090.00°         274.711°         56.66'           3.00.00°         725.46°         13.99'         C2.7°         090.00°         274.711°         56.66'	N33'04'28"E 34.24' L48 N65'28'05"W 12.63' L68 \$49'23'46"W	N61*46'00"₩ 12.13'
CURVE TABLE         CU	RADUS         DELTA         LENGTH         CURAE         RADUS         DELTA         LENGTH           2.00         9000000°         314'         C21         340.00°         1017.355         61.08'           2.00         9000000°         314'         C22         340.00°         1017.355         61.08'           2.00°         900000°         314'         C22         340.00°         1017.355         61.08'           2.00°         900000°         314'         C22         340.00°         1017.355         61.09'           2.55.00°         1133/56°         51.18'         C2.4         3315.00°         0302.8'         29.3'           12.00°         50.38'11°         16.61'         C2.4         3315.00°         0385.5'         31.5'           2.70.00         1394'3°         7.83'         C2.8'         199.000'247'1'         53.01'           2.70.00         739'43''         7.84''         C2.6''         199.000'247''1'         53.01'           2.70.00         7274''1         53.01''         53.01''         53.01''	S74'09'13"E 12.89' L47 N65'28'05'W 12.63' L67 N60'20'02'W	25.25'
CURVE TABLE         CU	RADUS         DELTA         LENGTH         CURAE         RADUS         DELTA         LENGTH           2.00         9000000°         314'         C21         340.00°         1017.355         61.00°           2.00         9000000°         314'         C22         340.00°         1017.355         61.00°           2.00         9000000°         314'         C22         340.00°         433.32°         27.05°           2.000         9000000°         314'         C22         340.00°         433.32°         27.05°           2.85.00°         1103.56°         51.16°         C2.3         33.15.00°         0302.8°         29.37°           12.00°         50.36°         38.35°         C2.4         33.15.00°         0308.5°         37.5°           55.00°         395.47°         7.45°         C2.5         33.15.00°         0385.5°         37.5°           55.00°         395.47°         7.45°         7.56°         37.50°         55.05°         37.5°           55.00°         395.47°         7.45°         7.56°         37.5°         57.5°         37.5°           55.00°         395.47°         7.45°         7.56°         57.5°         57.5°         57.5° <td>N15'57'31"E 11.42' L46 N74"02'29"W 12.63' L66 N60"20'02"W</td> <td></td>	N15'57'31"E 11.42' L46 N74"02'29"W 12.63' L66 N60"20'02"W	
LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         CURVE TABLE <t< td=""><td>RADUS         DELTA         LENGTH         CURAE         RADUS         DELTA         LENGTH           2.00         9000000°         314'         C21         340.00°         1017.35'         61.08'           2.00         9000000°         314'         C22         340.00°         1017.35'         61.08'           2.00         900000°         314'         C22         340.00°         1017.35'         61.08'           2.00         900000°         314'         C22         340.00°         0302.8'         27.05'           2.65.00'         1103.56''         51.16'         C24         335.00''         0302.8''         29.3''           12.00'         59.35'''         10.61''         C24         335.00'''         0302.7''         8.16''           55.00'         395.708'''         38.5''         C75'''         345.00'''''''''''''''''''''''''''''''''''</td><td>N74'02'29"W 11.54' L45 N74'02'29"W 12.63' L65 N60'20'02"W</td><td>L5 N53'41'56"W 13.13'</td></t<>	RADUS         DELTA         LENGTH         CURAE         RADUS         DELTA         LENGTH           2.00         9000000°         314'         C21         340.00°         1017.35'         61.08'           2.00         9000000°         314'         C22         340.00°         1017.35'         61.08'           2.00         900000°         314'         C22         340.00°         1017.35'         61.08'           2.00         900000°         314'         C22         340.00°         0302.8'         27.05'           2.65.00'         1103.56''         51.16'         C24         335.00''         0302.8''         29.3''           12.00'         59.35'''         10.61''         C24         335.00'''         0302.7''         8.16''           55.00'         395.708'''         38.5''         C75'''         345.00'''''''''''''''''''''''''''''''''''	N74'02'29"W 11.54' L45 N74'02'29"W 12.63' L65 N60'20'02"W	L5 N53'41'56"W 13.13'
LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         CURVE TABLE <th< td=""><td>RADUS         DELTA         LENGTH         CURAE         RADUS         DELTA         LENGTH           2.00         9070000°         314'         C21         340.00°         1017.35'         61.08'           2.00         9070000°         314'         C21         340.00°         1017.35'         61.08'           2.00°         9070000°         31.4'         C22         340.00°         1017.35'         61.08'           2.600°         9070000°         31.4'         C22         340.00°         1017.35'         61.08'           2.600°         9070000°         31.4'         C22         340.00°         107.35'         61.08'           2.600°         9070000°         31.4'         C22         340.00°         107.35'         61.08'           2.600°         9070000°         31.4'         C22         340.00°         107.35'         61.08'           2.600°         907.00°         31.4'         C22.4'         341.00°         07.02'8'         29.3'           1.600°         905.00°         10.61'         C24'         341.6'         109.5'         41.5'</td><td>S43'02'18"W 18.36' L44 N74'02'29"W 12.63' L64 N65'28'05"W</td><td>L4 N53*42*11*W 12.00</td></th<>	RADUS         DELTA         LENGTH         CURAE         RADUS         DELTA         LENGTH           2.00         9070000°         314'         C21         340.00°         1017.35'         61.08'           2.00         9070000°         314'         C21         340.00°         1017.35'         61.08'           2.00°         9070000°         31.4'         C22         340.00°         1017.35'         61.08'           2.600°         9070000°         31.4'         C22         340.00°         1017.35'         61.08'           2.600°         9070000°         31.4'         C22         340.00°         107.35'         61.08'           2.600°         9070000°         31.4'         C22         340.00°         107.35'         61.08'           2.600°         9070000°         31.4'         C22         340.00°         107.35'         61.08'           2.600°         907.00°         31.4'         C22.4'         341.00°         07.02'8'         29.3'           1.600°         905.00°         10.61'         C24'         341.6'         109.5'         41.5'	S43'02'18"W 18.36' L44 N74'02'29"W 12.63' L64 N65'28'05"W	L4 N53*42*11*W 12.00
LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         CURVE TABLE <th< td=""><td>RADUS         DELTA         LENGTH         CURAE         RADUS         DELTA         LENGTH           2.00         9900000°         3.14'         C21         340.00'         1017.35'         61.08'           2.00         9900000°         3.14'         C22         340.00'         1017.35'         61.08'           2.00         9900000°         3.14'         C22         340.00'         1017.35'         61.08'           2.65,00'         1103'56''         51.18'         C23'         340.00'         1032'56''         29.37''</td><td>S74'02'29'E 11.71' L43 N74'02'29'W 12.63' L63 S15'57'31'W</td><td>L3 N53'42'11"W 13.25'</td></th<>	RADUS         DELTA         LENGTH         CURAE         RADUS         DELTA         LENGTH           2.00         9900000°         3.14'         C21         340.00'         1017.35'         61.08'           2.00         9900000°         3.14'         C22         340.00'         1017.35'         61.08'           2.00         9900000°         3.14'         C22         340.00'         1017.35'         61.08'           2.65,00'         1103'56''         51.18'         C23'         340.00'         1032'56''         29.37''	S74'02'29'E 11.71' L43 N74'02'29'W 12.63' L63 S15'57'31'W	L3 N53'42'11"W 13.25'
LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         CURVE TABLE <th< td=""><td>RADUS         DELIA         LENGTH         CURAE         RADUS         DELIA         LENGTH           2.00         9900000°         3.14'         C21         340.00'         1017.35'         61.08'           2.00         9900000°         3.14'         C22         340.00'         1017.35'         61.08'</td><td>S74'02'29"E 13.55' L42 N74'02'29"W 12.63' L62 N46'14'51"W</td><td>L2 N06"33"24"W 10.86</td></th<>	RADUS         DELIA         LENGTH         CURAE         RADUS         DELIA         LENGTH           2.00         9900000°         3.14'         C21         340.00'         1017.35'         61.08'           2.00         9900000°         3.14'         C22         340.00'         1017.35'         61.08'	S74'02'29"E 13.55' L42 N74'02'29"W 12.63' L62 N46'14'51"W	L2 N06"33"24"W 10.86
LINE TABLE         LINE TABLE         LINE TABLE         LINE TABLE         CURVE TABLE         <	RADUS         DELIA         LENGTH         CURAE         # AA0US         DELIA         LENGTH           2.00         9970500°         3.14'         C21         340.00'         1077.55'         61.00'	N86'23'57"E 19.83' L41 N74'02'29"W 12.63' L61 N34'01'55"E	L1 N08'48'51"E 28.98'
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	TABLE CURVE TABLE		]
	TRACT 4		

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

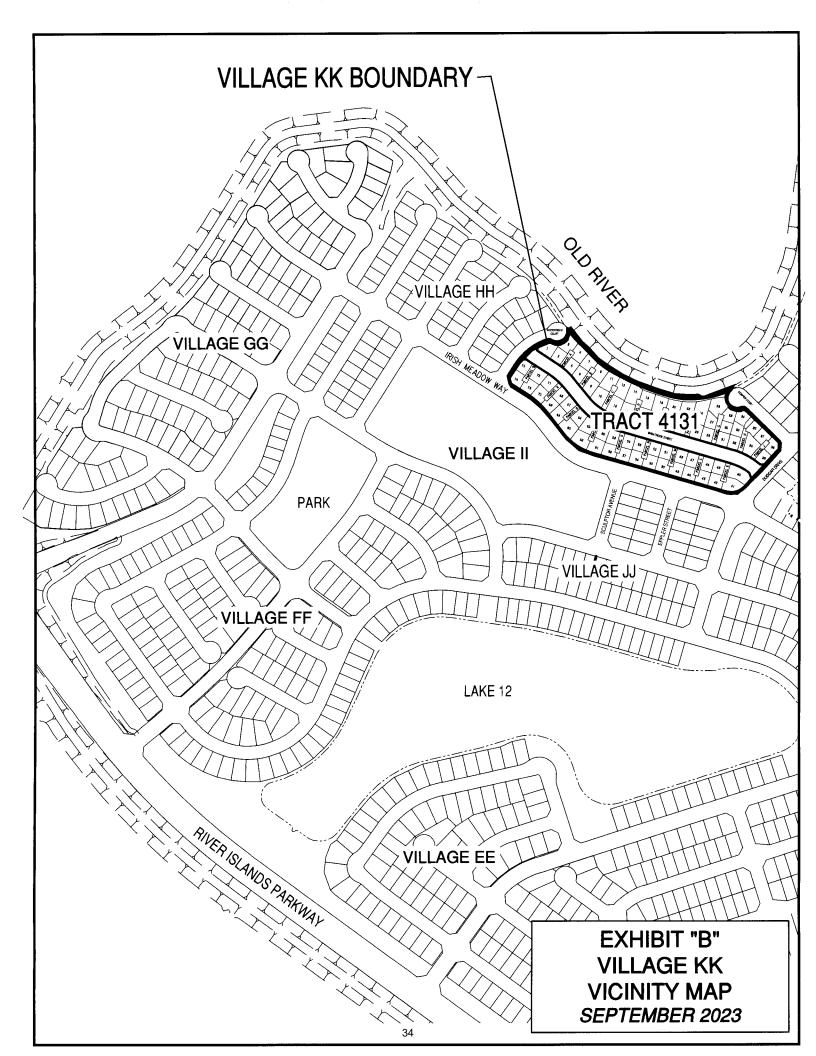






#### EXHIBIT "B"

#### 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

THIS CERTIFICATE IS ISSUED AS A	M A 77										
CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS	CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.										
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject	s an to th	ADD ne tei	ITIONAL INSURED, the prms and conditions of the	e polic	y, certain p	olicies may					
this certificate does not confer rights t	o the	cert	ificate holder in lieu of su	JCh end	די						
Alliant Insurance Services, Inc.				NAME:	'' Gloria Ga	briel	FAY				
333 S Hope St Ste 3750				PHONE         FAX           (A/C, No, Ext):         (A/C, No):							
Los Angeles CA 90071				E-MAIL ADDRES	ss: Gloria.G	abriel@alliant	.com				
					IN	SURER(S) AFFO	RDING COVERAGE		NAIC #		
			License#: 0C36861	INSURE	RA: United S	Specialty Insu	rance Co.		12537		
INSURED		RIVEISL-01	INSURE	RB:							
River Islands Stage 2B, LLC 73 W. Stewart Road	INSURE	RC:									
Lathrop, CA 95330				INSURE	RD:						
				INSURE	RE:						
				INSURE	RF:						
COVERAGES CER	TIFIC	CATE	NUMBER: 638582904				REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY	QUIF PERT	REMEI AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	( CONTRACT	OR OTHER	DOCUMENT WITH RESPEC	т то и	WHICH THIS		
EXCLUSIONS AND CONDITIONS OF SUCH	ADDL	SUBR		DEENR	POLICY EFF	PAID CLAIMS POLICY EXP (MM/DD/YYYY)					
LTR TYPE OF INSURANCE		WVD	POLICY NUMBER ATN2036868		(MM/DD/YYYY)		LIMIT				
	r		AINZUJOODO		3/19/2024	3/19/2027	EACH OCCURRENCE DAMAGE TO RENTED	\$ 2,000	,000		
CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$0			
							MED EXP (Any one person)	\$0			
							PERSONAL & ADV INJURY	\$ 1,000	·		
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	,000		
POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,000	,000		
OTHER:								\$			
							COMBINED SINGLE LIMIT (Ea accident)	\$			
ANY AUTO							BODILY INJURY (Per person)	\$			
OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$			
HIRED NON-OWNED AUTOS ONLY 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							E.L. EACH ACCIDENT	\$			
OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$			
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	ES (A	CORD	101, Additional Remarks Schedu	le, may be	attached if mo	e space is requir	ed)				
Re: FM 4131 City of Lathrop, its officers, City Council, bo	ande	and c	commissions and members	thereof	f its omnlove	inane hne sa	s are included as Addition	al Ineu	rede as		
respects to General Liability. General Liabil	ity sh	all be	Primary and Non-Contribu	utory wil	th any other	insurance in f	orce for or which may be p	urchas	sed by City of		
Lathrop, its officers, employees and agents 30 days advanced written notice to Certifica		alder	in the event of cancollation	excen	t 10 dave for		t of premium				
So days advanced written notice to Certifica		Juei	In the event of cancellation	i, excep	t to uays ioi	non-paymen	t or premium.				
				CANC	ELLATION						
				571110							
				зно	ULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CA	NCELL	ED BEFORE		
							REOF, NOTICE WILL E	E DEI	LIVERED IN		
City of Lathrop				ACC	URDANCE W	TH THE POLIC	Y PROVISIONS.				
390 Towne Centre Drive				AUT00-		NTATIVE					
Lathrop CA 95330											
				Vu	161	hts			I		
					© 19	88-2015 AC	ORD CORPORATION.	All rigt	nts reserved.		

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#### 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 above in the Deelerstiens

- 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.

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

#### 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	соѕт	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

September 3, 2021 Job No.: 25504-92

#### DRAFT ENGINEER'S OPINION OF PROBABLE COST VILLAGE KK - 75 LOTS STAGE 2B RIVER ISLANDS

#### CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price		Amount
	SITE PREPARATION						
1	Mobilization <sup>5</sup>	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					\$	388,455.00

em	Description	Quantity	Unit		Unit Price	Amount
	STORM DRAIN			. <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 <sup>3</sup>	36	EA	\$	4,000.00	\$ 144,000.00
40	Individual Water Service <sup>4</sup>	6	EA	\$	2,000.00	\$ 12,000.00
41	Fire Hydrants	3	EA	\$	4,000.00	\$ 12,000.00
42	Resilient Gate Valve	5	ΕA	\$	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).

1

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:	

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wez, w	<ol> <li>A NON-EXLUSTE FASEWORT DITE CITY OF KANHON, DOCHTAR MITH HE ROHT TO CASFTRUET.</li> <li>A NON-EXLUSTE FOR ADMUNITAIN POLISS WERS, CABES PRES, AND CONDITS ADD THER APPLIFTANCES LIPPU, OF NA ADULURT PLE STRIPS OF LAND AS SHOW ON THIS TANL MAP DESIGNATED AS "PLL" (PUBLIC UTILITY EASEWOT).</li> <li>A NON-EXCLUSTE KASEWORT TO THE CITY OF LATHOPP FOR EMERGENCY VEHICLE ACCESS THE STRIPS OF LAND. AS SHOWN ON THIS FINAL MAP DESIGNATED AS "EVALE" (EMERGENCY VEHICLE ACCESS EASEMENT).</li> <li>A NON-EXCLUSTE KASEWORT TO THE CITY OF LATHOPP FOR EMERGENCY VEHICLE ACCESS THE STRIPS OF LAND. AS SHOWN ON THIS FINAL MAP DESIGNATED AS "EVALE" (EMERGENCY VEHICLE ACCESS EASEMENT).</li> <li>A NON-EXCLUSTE RESUME ADD MAILTAIN PRELIXES, REPORT ATTO AND OR ADD MAILTAIN PRELIXES, REMAIN DATE AT THAT AND THE ROLT TO CONSTRUCT RECOMPLICATE REPAIR ADD MAILTAIN PRELIXES, REMAINS, DRAWAGE SYSTEMS AND THE AND VEHICLE ACCESS (STORM DRAIN EXCLUST).</li> </ol>	THE REAL PROPERT DESCRIED BELOW IS DEDICATION IN FEE TOP PUBLIC INDUCES. THE REAL PROPERT DESCRIED BELOW IS DEDICATION IN FEE TOP PUBLIC INDUCES. THREET, FIRDUCIA Y ID THE CITY OF LITHOPP FER PUBCICS OF OPEN SPACE, LANDSCAPING, PUBLIC UNTIFE, FIRDUCIA Y ANTER AND FARATINES. TO ENSIDE MUNICIPAL WATE SERVEST TO ALL LOTS SHOW UPON THIS MAP, ALL GROUDS WATER RELITS THAT THE UNRESCAPING AND YATER REPARTS. TO ENSIDE MUNICIPAL WATER SERVEST TO ALL LOTS SHOW UPON THIS MAP, ALL GROUDS WATER RELITS THAT THE UNRESCAPING AND YATER RELITS TO ALL LOTS SHOW UPON THIS MAP, ALL GROUDS WATER RELITS THAT THE UNRESCAPING AND YATER RELITS TO ALL LOTS SHOW UPON THIS MAP, ALL GROUDS WATER RELITS TO ALL LOTS SHOW UPON THIS MAP, ALL GROUDS WATER RELITS THAT THE UNRESCAPING AND YATER RELITS TO ALL LOTS SHOW UPON THIS MAP, ALL GROUDS WATER RELITS THAT THE UNRESCAPING AND YATER RELITS THAT WAP. DESCRIPTION AND YATER SERVER THAT WAP. THE UNRESCAPING AND YATER RELITING TO THE CITY OF LATHORD ALL ABUTTERS REGHT OF ACCESS TO LOTS TO BE ALL SALES. TO ALL SALES YATER YATER RELITING TO THE CITY OF LATHORD ALL ABUTTERS REGHT OF ACCESS TO LOTS TO BE ALL SALES. THE UNRESCAPING DOES HERE RESIDE THAT WAP. THE UNRESCAPING DOES HERE RESIDENT PROPERTY AND YATER RELIT OF SALE REDUCTION OF THE SALE RELITS. THE UNRESCAPING DOES HERE RESIDER PROPERTY AND YATER RELITS AND PROFERED TO HARDOW THE SALE RELITED TO THE CITY OF LATHORD ALL ABUTTERS REGHT OF AND RELIT AND YATER RELITS. THE UNRESCAPING DOES HERE RESERVER PROFEND AND THE YAPA SALE RELITED AND YAPE RESERVER PROFEND AND THE YAPA SALE RELITED AND YAPE RESERVER PROFEND AND THE YAPA SALE RESERVER PROFEND AND YAPA YAPA AND YAPA YA	DARE RICE REALDED OF THIS FAMIL MAP DAMER. RICE REALORS TRUE OF THIS FAMIL MAP DAMER. RICE REALORS TRUE OF DAME LIMITED LABILITY COMPANY. BY NEW SIGNAL DELLOSSO DEFENSE OF THE SAME LINE OF THE RECORD DATE OF THE RECORD DAT	OF THE RINNING, WAS STRAFT THE RECORDENT TO WHICH THIS CERTIFICATE SATTACHED, MAD WOT THE RINNIHOLIVES, ACCURACY, ON VALIDITY OF THAN TOCOMENT TS ATTACHED, MAD SAFE OF CALIFORMA. SAFE OF CALIFORMA. ON COUNTY OF SAM JOAGUNN ) SAFE OF CALIFORMA. ON COUNTY OF SAM JOAGUNN ) A NOTARY PABLIC, PERSONALY APPEARD. A NOTARY AP	PRACE (PRIV) PRACE AL CONTY OF BUSINESS UN COMMISSION RUMBER

	REFERENCES (R) TRACT 4022, RNDS-STAGE 28, LARGE LOT FINAL MAP. FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PATS, PAGE 143, SLICR. (43 MAP 142) (R2) TRACT 4098, RNCR ISLANDS-STAGE 24, NULAGE 144, FILED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 198, SLICR. (43 MAP 198)	(R3) TRACT 4052. RIVER ISLANDS-STAGE 28.VILLAGE UN. FILED JANUARY 29. 2021. IN BOOK 43 OF MAPS AND PLATS, PAGE 157. S.LO.R. (43 MAP 157) (R4) TRACT 4033. NIVER ISLANDS-STAGE 24. VILLAGE LLI, FILED AUGUST 11, 2022I. IN BOOK 43 OF MAPS AND PLATS, PAGE 1513. LAGE (43 MAP 151)		SIGNATURE OMISSIONS	purstant to section 66436 of the california subdivision wap act, the signatures of the following parties have been dwitted	1 RECLANED ISLANDS LAND CONPARY, RESERVATON FOR OLL GAS, MINERALS, AND DIFFER 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	LINE TABLE CURVE TABLE CURVE TABLE	E RADIUS DELTA LENGTH CURVE RADIUS DELTA I	N6020'02'W 51.95' C1 400.00 13'42'26"	880.00 3'33'28"	L4 N5772406 W 98.05 C4 300.00 355024" 187.66 C24 89.00 702234" 109.32	L5 N122406*W 35.36' C5 300.00 1912'02" 100.53'	265.00	L7 N4901'22"W 18.73' C7 335.00 1912'02" 112.26'	270.00 40'09'39"	L9 N67'56'05'E 6.07' C9 17.00 50'36'11" 15.02'
TRACT 4131 RIVER ISLANDS - STAGE 2B VILLAGE KK	A PORTION OF RANCHO EL PESCADERO, EINE A SUBDYSON OF PARCI 102 (13 WIER 142) CITY OF LIATHERP, SAN, JORANNI COUNTY, CULFORNIA MARCH 2024 ENGTNEERATNG			EASEMENT ABANDONMENT NOTE	THE NOW-EXCLUSIVE PUBLIC UTRITY EASEMENT FOR PUBLIC PURPOSES RECORDSD MAY 21, 2020, 45 DOCUMENT NUMBER DS201-0089830, GRIJONI RECORDS OF SAV DADINI CONTY WITHIN TRACT ATALL SE ANALAMENT ATA THAS FUNAL MAP	compare your it must not you is being performed of this time, why he performed of the city olders's statulent on sheet 1.	CERTIFICATE OF DEDICATION	THE FORLOWING REAL PROPERTY IS DEDICATED TO THE CITY OF LATHROP, IN FEE,	BY RIVER ISLANDS STAGE 28, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:	1) PARCELS 1 THROUGH X FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC	UTUTIES, FENCE MAINTENAMELE, LANDSLAFTING, AND AFFURTENAMLES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.	THE CITY OF LATHROP SHALL RECOVER THE PROPERTY TO THE SUBDWDER IF	THE ULT MAKES A UN LEXIMINATION THAT POISDANT TO GOVERNMENT CODE SECTION 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOGE JUST VIET VIET OF THE DATE OF THE PROPERTY WAS DEDICATED	DOD NOT END.			
CITY SURVEYOR'S STATEMENT 1. DARRY, A ALXANDER, HEREY STATE THAT I HAVE EXAMINED THIS FINAL AND OF "TRACT 4131, RIVER 52.AAPS-STARG 28. CHICK KC, CITY OF LATHOR. CALFORNA, AND I AM SATISFED THAT THIS FINAL WAP IS TECHNICALLY CORRECT.	DATED THISDAY OF2024	SURVEYOR'S STATEMENT	This was prepared by we councer who inscribe and is based of the dispersion of the counce with the requirements of the counce with the requirements of the counce with the requirements of the councer of the counce of the requirements of the councer of the counce of the councer	DATED THS DAY OF 2024.	A CONTRACT OF A	D'U AN CRAWCORD, P.L.S. NO 7788	RECITALS	THE RELEVING FAMILY PARTIES AND ADMINISTRY CODE OF ORDINANCES. THE 15, CHAPTER 15, 48,04, THE CITY OF LATHROP	PERMIS VERAUIDA OF HOUBERT CONDUCTED AGRICULTURAL OFERATIONS WIHN HE CITY LINES, INCLUDING THOSE THAT TUTUES CHARLE REFILIZERS AND PESITODES. YOU ARE REPEN VOIDED THAT THE PROPERTY VEU ARE PURCHARDE VERY DATA AGRICULTURAL ADVINTUOL THAT AND ADVINTUOL THAT AND ADVINTUOL ADVINTUOL ADVINTUOL ADVINTUOL	PORCHABING MAT BE LOWATED ULDOR TO AGNOLTUPAL TANDE AND OFTANTONS. TOU MAT BE SUBJECT TO INCONVENTED OF DISCOMPORT ARSING FROM THE LAWELL AND PROFER US OF AGROLTUPAL OFHENDERS AND FESTIODSE AND FROM OTHER AGROLTUPAL ASTIVITIES INCLURING WILHIDITI LUMITATING CHITIVATING PROMOL	SPRAYNG, RAICATION, FRUNNG, HARVESTING, BURNNG OF AGROUTURAL WASTE PRODUCTS, FROTECTION OF GROS AND MANUS FROM DEFERDATION, AND OTHER ACTIVITIES MICH WILL ACCERTED IST, BURNE, BODS, DODR, ADD MANUS FROM DEFERDATION, AND OTHER ACTIVITIES MICH WILL ACCERTED IST, BURNE, BODS, DODR,	NUCLEN AND VESTOR DE AMARE ALSU, HAT I HAT PROFECTIT MAT BE LUCATED AUXIMIT ID ARMULTUMAL DEFRATIONS OUTSIDE THE CITYS AURSIDGIAN. CONSEQUENTIN DEPROMMA IT MAY DE MERCESCAPY THAT VIN DE DEPROFEMENT AAART EINE MINIMUMENTER AD MERCANDAR DE MOMUNI AMA	RECESSION ASSETT OF LUNCH NA AGRICULTURALY ACTURE REGION. NECESSION ASSETT OF LUNCI NA AGRICULTURALY ACTURE REGION. 2 A GOIS OF DADAT FAUTTER. TACTORIANIA PROFIDENTIAL DAVE DI ALIAC DAVE A L'ATURDA ALL'ANDRAL AND		3. TRACT 4131, REVENSIONLEY, WORLEY, WILLAGE KK, CONTANZ 75 RESIDENTIAL LOTS WITH A TOTAL OF SEARCH. 3. TRACT 4131, REVENSIA STARTER SEARCH ALLAGE KK, CONTANZ 75 RESIDENTIAL LOTS WITH A TOTAL OF SEARCH.	PYT THE FIRML MAP WHICH INCLUDE 1.578 ACRES, MORE OR LESS, AND MONUMATS THAT BEING UEDICATED	THE AREA TABLE BELDW):

 TRACT 4131 AREA SUMMARY

 LOTS 1 THROUGH 75
 6.506 AC4

 STREET DEDICATIONS
 1.673 AC4

 PARCELS A - Y
 1.320 AC4

 TOTAL
 9.504 AC4

 Col
 50.03
 50.34
 188.25

 Col
 50.08
 50.381\*
 15.02

 Col
 50.00
 132.47\*49
 115.89

 Col
 50.00
 132.47\*49
 115.89

 Col
 50.00
 132.47\*49
 115.89

 C13
 80.00
 515'01"
 7.33'

 C14
 5020.00
 0'49'13"
 71.88'

 C15
 J40.00
 182'5'55"
 109.46'

L15 N43'45'09"E 20.00'

C12 120.00 710'16" 15.02'

 LB
 MB44211T
 Z0.87

 L9
 M67450°
 6.07

 L10
 M61450°
 35.36

 L11
 M1450°
 35.36

 L12
 M434509°
 168.81

 L13
 M132344°
 500°

 L14
 M2284°
 500°

 L13
 M2284°
 500°

C16 3315.00 0'38'55" 37.53' C17 1090.00 11'51'51" 225.70'

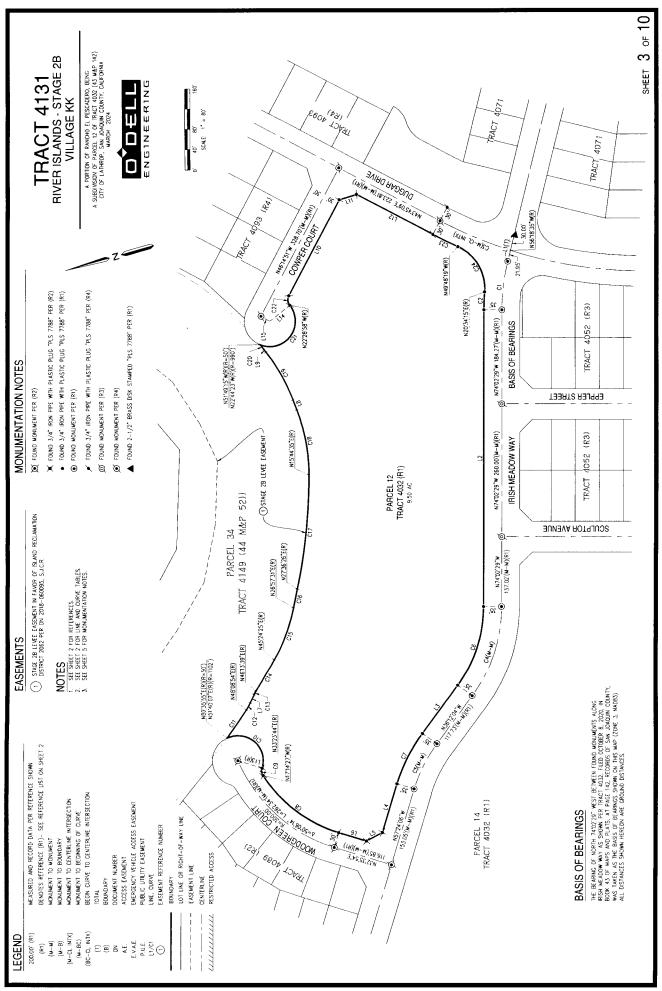
 C1B
 355.00
 21'02'24"
 130.36'

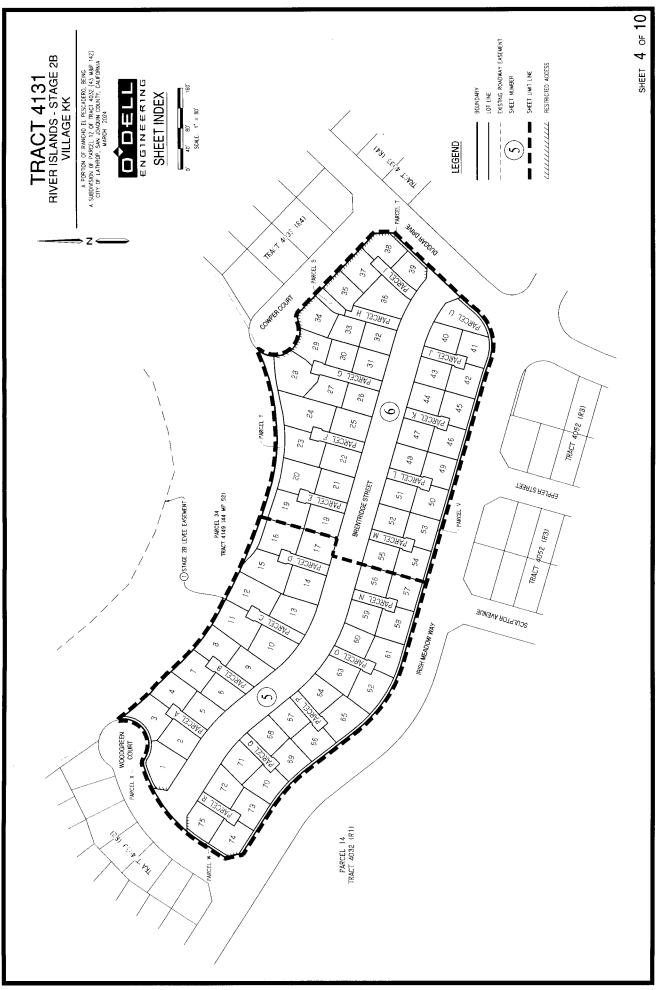
 C19
 370.00
 16'46'06"
 108.28'

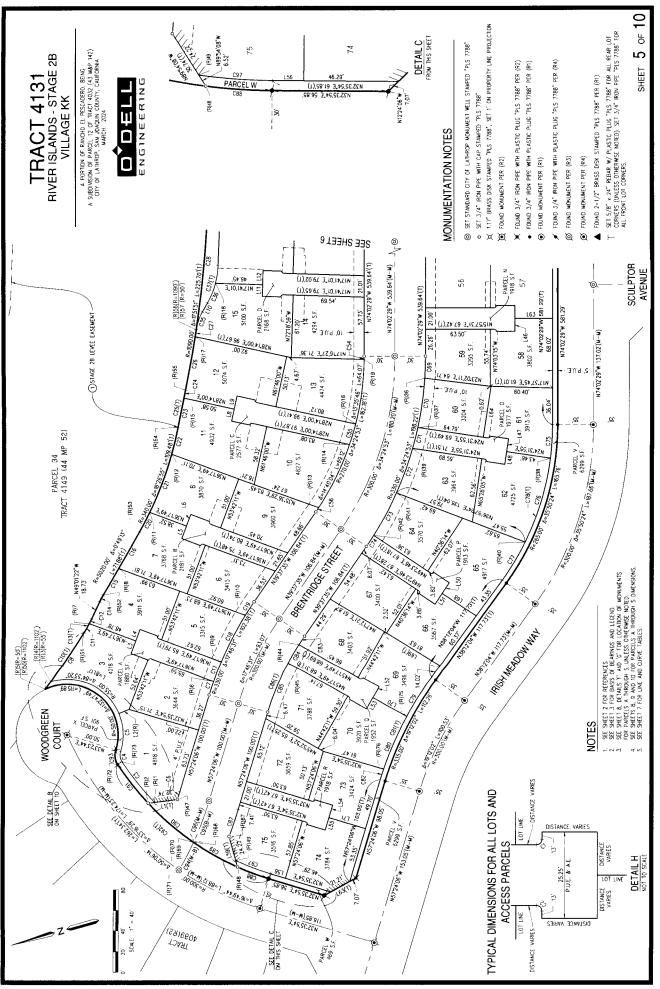
C20 990.00 0'40'28" 11.65'

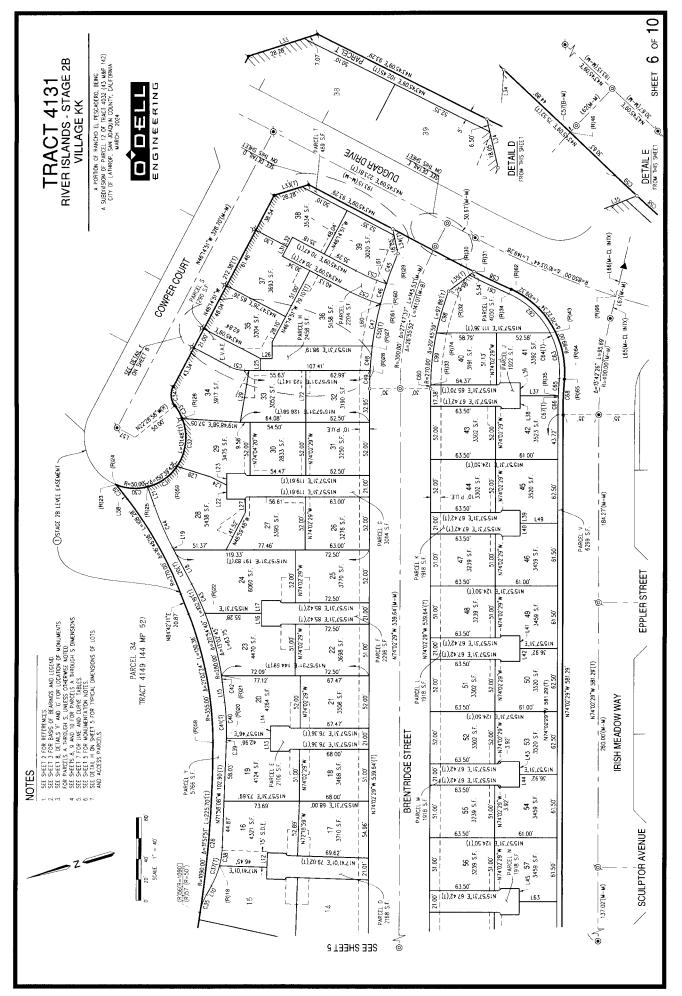
 BASED ON INFORMATION CONTANED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021901-LR (VERSION 11), DATED JANUARY 3, 20243, PROVIDED BY OLD REPUBLIC TITLE COMPANY. 2 or 10

SHEET



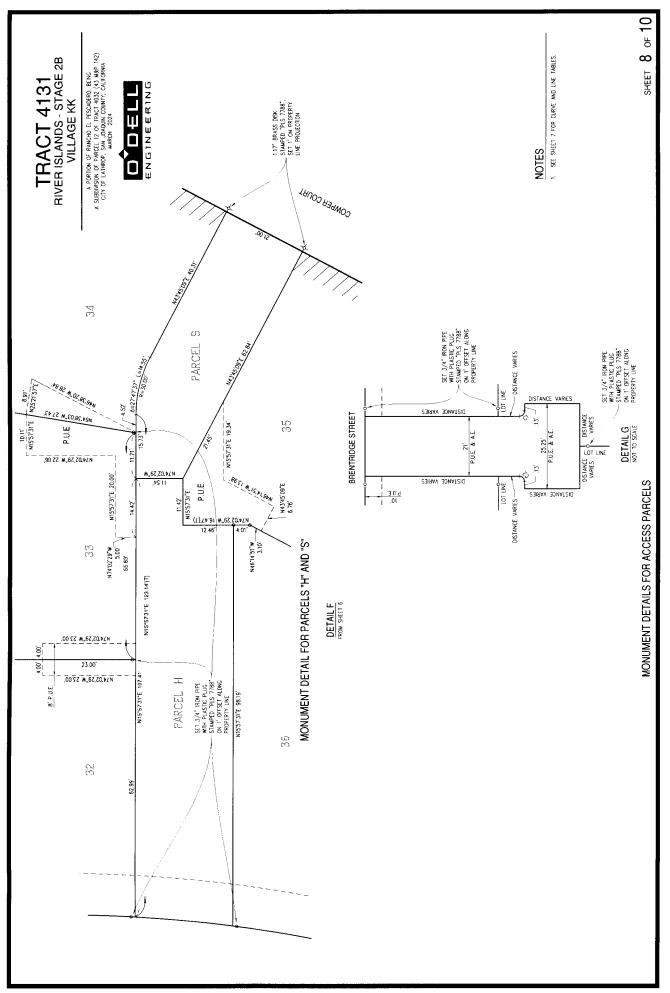


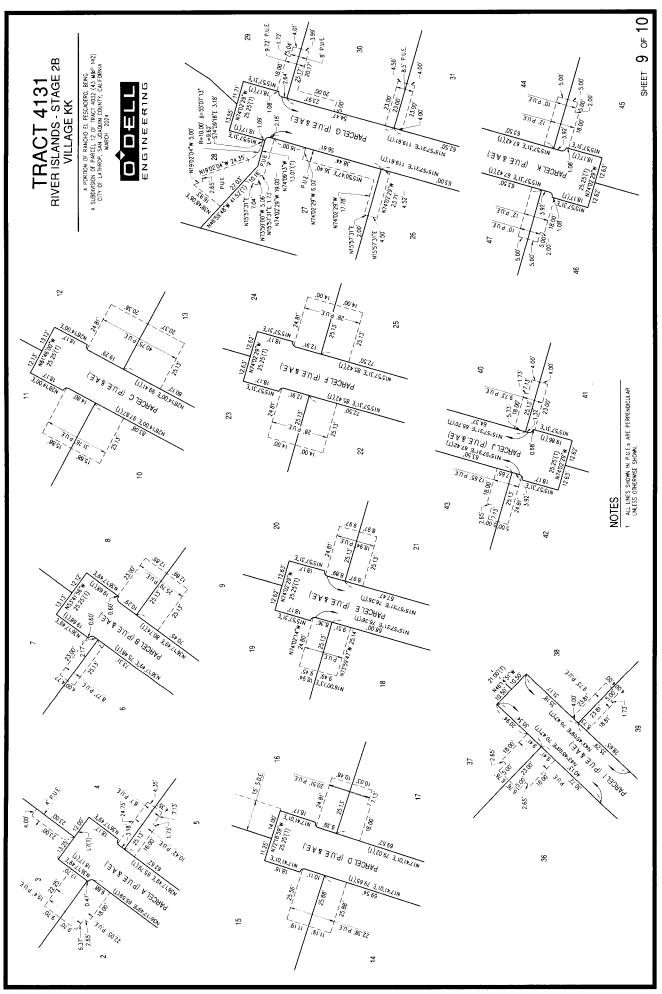


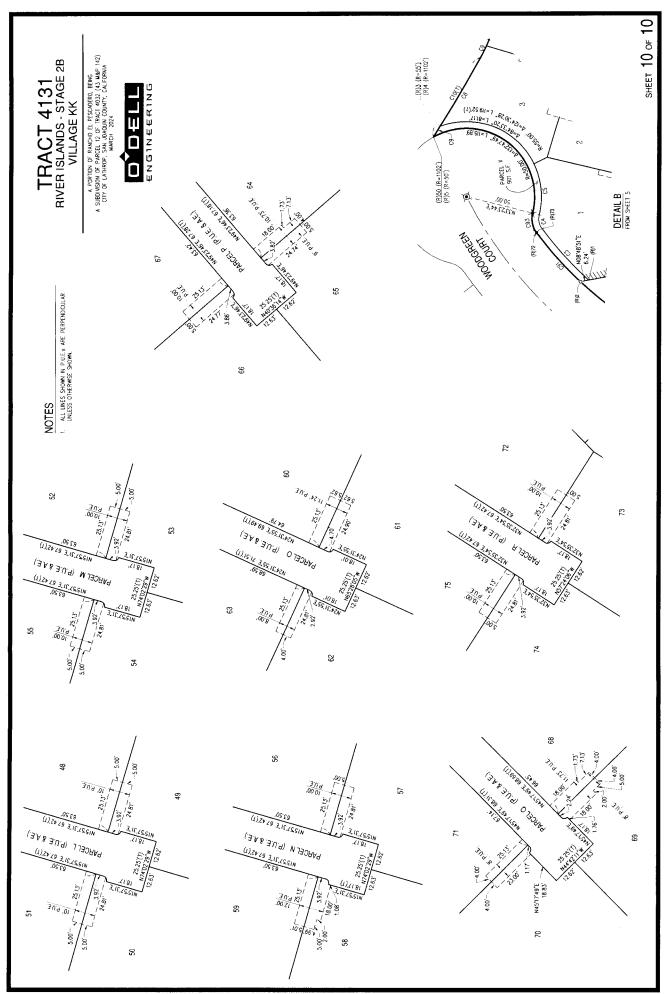


			נואל אתי לטאוב ואבובה רטא לטטאסבה איטאו טא אחבנ וא מאט פ טאני	5					CLIRVE TARK F		Ī		TRACT 4131	131 5166 28
	LINE TABLE	<u> </u>	LINE TABLE		LINE TABLE		LINE TABLE	CURVE #		IGTH	CURVE # RADIUS		VILLAGE KK	
nne #	DIRECTION LENGTH	LINE #	DIRECTION LENGTH	IINE # DI	DIRECTION LENGTH		LINE # DIRECTION LENGTH	5	2.00 90'00'00' 3.1	3.14'	C21 340.00'	1017'35"	A PORTION OF RANCHO EL PESI	CADERD BEING
5	N08'48'51"E 28.98'	r21	N86'23'57'E 19.83'	L41 N74	N74'02'29"W 12.63'		L61 N34'01'55"E 0.43'	23	2.00' 90'00'00' 3.1	3.14'	C22 340.00 <sup>4</sup>	.00' 4'33'32" 27.05'	A SUBDIVISION OF PARCEL 12 OF TRACT 4032 (43 M&P 142) CITY OF LATHORD SAN JOARNIN COUNTY CALIFORDIA	T 4032 (43 M&P 142) NINTY CANFORMIA
-	-+-	٢23		- 1	N74'D2'29'W 12.53'		L62 N4614'51"W 25.48'	CJ	265.00' 11'03'56" 51.	51.18	C23 3315.00 <sup>°</sup>	00' 0'30'28' 29.37'	WARCH 2024	
ב		123	574*02*29"E 11.71'	L43 N72	N74702'29"W 12.63'		L63 515'57'31"W 36.92"	C4	12.00' 50'38'11" 10.6	10.61	C24 3315.00	00' 0'08'27" 8.15'		
4		L24		-			N65'28'05"W	5	39.57'08"	38.35	C25 3315.00°	00 0'38'55" 37.53		Ŋ
5		125	-+-	-	-	- 1	L65 N60'20'02"W 21.95'	8	270.00' 1'39'43" 7.8	7.83	C26 1090.00'	1.00' 2'47'11" 53.01'	ENGINEEKING	SING
9		L26			-		N60'20'02"W	C7	2"25"46"	13.99	C27 1090.00'	00' 0'21'38" 6.86'		
5		الـ27	$\rightarrow$	-	-			CB	1102.00' 3'02'53" 58.0	58.63'	C28 1090.00 <sup>°</sup>	0.00 8'43'02" 165.84		
8]		L2B		-	-+		S49'23'46"W	5	-	9.08	C29 990.00	00' 0'40'28" 11.65'		
6]	- +	L29	N64'38'03"W 51.70'	-	S15'57'31"W 36.92'		L69 N47'21'03"E 64.15'	C10	1102.00' 3'31'13" 57.	67.71	C30 50.00	00' 36'27'40" 31.82'		
C10	-	L30	N43'45'09"E 34.92'	-	N40'36'14"W 12.53'		L70 S4516'23"W 38.01'	5	120.00' 4'49'38" 10.	10.11	C31 50.00'	00' 41'02'19" 35.81'		
Ξ	-+	5	N46'14'51"W 10.50'	-	N40'36'14'W 12.63'		L71 S32'35'54"W 37.21'	C12	120.00' 2'20'38" 4.9	4.91	C32 50.00'	00 56.25.24" 49.25		
[12	-	L32	N46'14'51"W 10.50'	-	N44'42'11'W 12.63'		L72 N74'02'29"W 51.00'	C13	120.00' 710'16" 15.0	15.02'	C33 50.00'	00' 15'43'20" 14.59'		
+	$\rightarrow$	13	N01'14'51"W 35.36'	L53 N4	N44'42'11"W 12.62'	.2		C14	80.00' 5'15'01" 7.3	7.33'	C34 17.00	00' 66'14'06" 19.65'		
	N74'02'29"W 12.63'	L34	NB5'58'00"W 24.55'	L54 N5	N57'24'06"W 12.63'	2		C15	5020.00' 0'20'53" 30.	30.50*	C35 50.00	00' 21'13'09" 18.52'		
115	N80'58'11"W 20.34'	L35	N21'32'41"W 31.52'	L55 N5	N57"24'06"W 12.63'	3		C16	5020.00' 0'28'20" 41.	41.38	C36 80.00'	00' 14"52"42" 20.77'		
L16	N74702'29"W 12.63'	L36	N74'02'29"W 12.63'	L56 N3	N32'35'54"E 15.56'	و ا		C17	330.00' 3'38'49" 21.0	21.00	C37 80.00'	00' 27'38'53" 38.60'		
112	N74'02'28"W 12.63'	L37	S15:57'31"W 37.32'	L57 N4.	N43*45'09"E 20.00'	,o,		C18	330.00' 8'55'38" 51.	51.42	C38 80.00'	12:46'11"		
L18	N78'07'09"E 38.05'	L38	N74'02'29"W 12.63'	L58 NG	N67'56'05"E 5.07'	<u>۲</u>		613	2.46.17"	15.96	+	0.48'19"		
L19	N78'07'09'E 2.79'	L39	N74'02'29"W 12.63'	L59 NBC	N89'54'08"W 30.74'	.4.		C20	3:35'48"	21.34	+	"AA"		
120	N78'07'09"E 40.83'	[40	N74'02'29"W 12.63'		N34'01'55"E 1.04'	,4				]	1			
									CUDVE TABLE			CURVE TABLE		
RAUIA		⊣ ي		≓⊢		ARINGS					-			
	DIRECTION	_	-   -	-+-	+	DIRECTION		CURVE #	DELTA	H	-	DELTA	# RADIUS DELTA	
Ŷ.	S28*18'23'E	-		-+-	-	S30°33'01 W		C41	9.00'03"		-	2"46"00"	340.00' 1912'02"	
(H)2	S27°30'27'E	-+			-	S49°48'19"E		C42	1.22'04	'n	-	38'39'40	340.00' 1'50'32"	
(H)3	S88°53'16"W	- 1			-	N49°48'19"W		C43	679'51"	2:		31.42'54"	270.00' 2'05'55"	
(H)4	N51°11'47"E	-	S51°49'15"E (R)44	S48°16'29"W	(R)64 N2(	N20°34'15"E		C44	816'48"	<u></u>		70"22"34"	270.00	
(R)5	S80°35'55"W	(H)25 S88"	S88°16'55"E (R)45	S43°49'01'W	(R)65 S20	S20°34'15"W		C45	529'17"		-+	2'09'58"	C85 270.00' 11'13'07" 52.87'	
(H)6	S35°01'40"W	(R)26 N5°4	N5°45'38"W (R)46	S42°53'23"W	(R)66 S56	S56°18'35*E		C46	330.00' 3'38'54" 21.01'	5	C66 440.00	00' 2'26'45" 18.78'	C86 270.00' 17'46'31" 8.3.76'	
(H)7	N43°19'16"E	(R)27 S23°1	S23°16'48"W (F)47	N34°15'37"E	(R)67 N3	N37°23'11"E		C47	-	2		4.36'44"	CB7 330.00' 4'47'17" 27.58'	
(F)	N45°52'46"E	(R)28 S19°C	S19°05'41"W (F)48	S50°28'18"E	(R)68 S39	S39"56'09"E		C48	4'11'07"	·=		4"36'44"	270.00	
(H)9	S38°40'29"W	(R)29 \$39°4	S39°41'12"W (F)49	S49°34'37'E	(R)69 N4(	N40°50'15"E		C49	3'06'09"			3'44'16"	270.00' 10'32'09"	
(R)10	S47°36'07"W	(R)30 S47°	S47°02'19"E (B)50	N51°40'07"E	(R)70 N4	N46°36'05"E		C50	23'43'41	66		8"29"29"	270.00' 12'25'42"	
(H)11	N41°48'38"E	(R)31 S47°	S47°11'38"E (R)51	N48"08'54"E	(H)71 S4	S40°34'22"E		C51	27.47'37"	22		3"39'49"	270.00' 1016'00"	
(R)12	N31*31'03"E	(R)32 S36°4	S36°43'31"W (R)52	N46°13'39"E	(R)72 S1	S17º14'27"E		C52		53'		8'03'13"	C92 270.00' 40'09'39" 189.25'	
(R)13	N49°19'34"E	(F)33 S16"4	S16°43'34"W (P)53	N45°24'25"E	(R)73 S1	S17º14'27"E		C53	9'43'13"	)ę,	+	8'13'26"	17.00' 50'38'11"	
(R)14	N34*39'30"E	(R)34 S49°	S49°48'19"E (R)54	N26°57'31"E	(R)74 S27	S27°39'24"W		C54		- <u>0</u>		2'14'41"	C94 300.00' 5'45'50" 30.18'	
(R)15	S27°27'58"W	(R)35 S18"2	S18°24'17"W (R)55	N27*36'26"E	(R)75 S44	S44°00'09"W		C55	4"28"10"	g.	-	714'48"	300.00' 814'21"	
(R)16	N30°11'20'E		N19°41'47"E (R)56	N24°27'37"E	(R)76 S34	S34°26'26'W		C56	1702'50"			19'00'37	300.00	
(R)17	N24°49'15"E	+	N28°11'15"E (R)57	S24°27'37"W	-			C57	0.51'46"	5.	+	9.34'59"	265.00'	
(R)18	N30'48'03'E	(R)38 N23 <sup>°</sup>	N23°12'20'E (R)58	N15°44'35"E				C58	2'36'41"	E	+	35'50'24	270.00 9'04'07"	
(R)19	N16°35'34'E	+		-				C59	0.55'47"	54'		7'47'46"	C99 270.00' 10'55'50" 51.51'	
(R)20	N17*13'33'E	+	-	+				CEO	270.00' 0'46'03" 3.62'	5.	C80 340.00	00' 9'33'44" 56.74'		SHEET 7 OF 10
		-		-										

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







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

- ITEM: APPROVE FINAL MAP, COMMON USE AGREEMENT, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR MULTI-FAMILY AND COMMERCIAL LOTS IN TRACT 4167 WITHIN THE TOWN CENTER DISTRICT OF RIVER ISLANDS
- **RECOMMENDATION:** Adopt Resolution Approving Final Map for Tract 4167 within the Town Center District, for Multi-Family and Commercial Lots, a Common Use Agreement with Island Reclamation District 2062, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC and River Islands Custom Homesites, LLC

#### SUMMARY:

The proposed Final Map for Tract 4167, included as Attachment "E", is within the Town Center District of Phase 1 for the River Islands Project. Califia, LLC and River Islands Custom Homesites, LLC (collectively River Islands) is proposing 23 multi-family residential lots, 2 commercial lots and 8 parcels for development. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4167, Town Center (Tract 4167), City of Lathrop Community Facilities District (CFD), a Common Use Agreement (CUA) with Reclamation District 2062, 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) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On February 1, 2016, City Council approved Large Lot Map Tract 3876 for 19 undevelopable parcels. On March 20, 2024, Planning Commission approved the Town Center Neighborhood Development Plan. The land for the proposed Final Map for Tract 4167 is within the geographic boundaries of VTM 3694 and Large Lot Map Tract 3876.

As required by 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 4167 is \$6,700,000, however, a large percentage of the improvements have already been constructed and therefore do not need to be guaranteed.

#### **CITY MANAGER'S REPORT** MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CUA, CFD ANNEXATION, AND SIA FOR MULTI-FAMILY AND COMMERCIAL LOTS IN TRACT 4167 WITHIN THE TOWN CENTER **DISTRICT OF RIVER ISLANDS**

Performance and labor & material securities have been provided with the SIA for Tract 4167 that guarantee the unfinished improvements in the amount of:

	¢E 0E0 100
Unfinished Improvement Total:	\$5,959,100
Performance Security (110% of Unfinished Improvements)	\$6,555,010
Bond No. 0844445	
Labor & Materials Security (50% of Performance Security)	\$3,277,505
Bond No. 0844445	

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

Tract 4167 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.

There is also a need for a CUA between the City and Reclamation District 2062 (RD 2062) as portions of Salvatore Way and Riverfront Drive share an area with the easements recorded in favor of RD 2062 for the levee system. The CUA, included as exhibit B2 of Attachment "D", sets forth the terms and conditions to which RD 2062 can install, operate, and maintain its facilities, which protects the City's street and other utilities that are located in Salvatore Way and Riverfront Drive.

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

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

#### CITY MANAGER'S REPORT PAGE 3 MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CUA, CFD ANNEXATION, AND SIA FOR MULTI-FAMILY AND COMMERCIAL LOTS IN TRACT 4167 WITHIN THE TOWN CENTER DISTRICT OF RIVER ISLANDS

5.	Street Improvement, Landscape, Light & Joint Trench	See Exhibit "E" of SIA
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 <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 4167 Town Center – City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation	Approval pending with this item
15.	Common Use Agreement with Island Reclamation District No. 2062	Approval pending with this item
Fees	5	Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

#### FISCAL IMPACT:

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

### ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4167 within the Town Center District, for Multi-Family and Commercial Lots, a Common Use Agreement, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC, and River Islands Custom Homesites, LLC
- B. Vicinity Map Town Center Tract 4167

#### CITY MANAGER'S REPORT PAGE 4 MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CUA, CFD ANNEXATION, AND SIA FOR MULTI-FAMILY AND COMMERCIAL LOTS IN TRACT 4167 WITHIN THE TOWN CENTER DISTRICT OF RIVER ISLANDS

- C. Subdivision Improvement Agreement between the City of Lathrop, Califia, LLC, a California limited liability company, and River Islands Custom Homesites, LLC, a Delaware limited liability company, for Tract 4167, Town Center
- D. Escrow Instructions for Final Map Tract 4167 Town Center, including
  - Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment D)
  - Common Use Agreement with Islands Reclamation District No. 2062 for a portion of Salvatore Way and Riverfront Drive (B5 of Attachment D)
- E. Final Map Tract 4167 Town Center

#### **CITY MANAGER'S REPORT** MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CUA, CFD ANNEXATION, AND SIA FOR MULTI-FAMILY AND COMMERCIAL LOTS IN TRACT 4167 WITHIN THE TOWN CENTER DISTRICT OF RIVER ISLANDS

**APPROVALS** 

Bellal Nabizadah Assistant Engineer

Brad Teylor **City Engineer** 

Cari James Finance Director

Michael King

Assistant City Manager

Salvador Navarrete **City Attorney** 

4

Stephensalvatore City Manager

3/14/24

Date

3/18/2024

Date

2024

Date

3.14.2024 Date

<u>3.14.2024</u> te <u>3.20.24</u> Date

Date

#### **RESOLUTION NO. 24-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4167 WITHIN THE TOWN CENTER DISTRICT, FOR MULTI-FAMILY AND COMMERCIAL LOTS, A COMMON USE AGREEMENT WITH ISLAND RECLAMATION DISTRICT 2062, ANNEXATION INTO CFD 2023-1, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CALIFIA, LLC AND RIVER ISLANDS CUSTOM HOMESITES, LLC

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

WHEREAS, on February 1, 2016, City Council approved Large Lot Map Tract 3876 for 19 undevelopable parcels; and

WHEREAS, on March 20, 2024, Planning Commission approved the Town Center Neighborhood Development Plan; and

WHEREAS, the land for the proposed Final Map for Tract 4167 is within the geographic boundaries of VTM 3694 and Large Lot Map Tract 3876; and

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

**WHEREAS**, Califia, LLC and River Islands Custom Homesites, LLC (hereinafter referred to as "River Islands") provided performance and labor & material securities with the SIA for Tract 4167 that guarantee the unfinished improvements in the amount as follows:

Unfinished Improvement Total:	\$5,959,100
Performance Security (110% of Unfinished Improvements)	\$6,555,010
Bond No. 0844445	
Labor & Materials Security (50% of Performance Security)	\$3,277,505
Bond No. 0844445	
· and	

; and

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

**WHEREAS**, there is a need for a Common Use Agreement (CUA) between the City and Island Reclamation District No. 2062 (RD 2062) as portions of Salvatore Way and Riverfront Drive share an area with the easements recorded in favor of RD 2062 for the levee system; and

**WHEREAS**, Tract 4167 needs to be annexed to the three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve annexation into City of Lathrop CFD 2023-1. Additional CFDs administered by RD 2062 and River Islands Public Financing Authority are recorded and included as part of the escrow instructions; and

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

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

- 1. Approve the Final Map for Tract 4167, as attached to the March 25, 2024 staff report that accompanied this resolution, and authorize for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office once the terms and conditions of the escrow instructions are met.
- 2. Approve a Subdivision Improvement Agreement with Califia, LLC and River Islands Custom Homesite, LLC, in substantially the form as attached to the March 25, 2024 staff report that accompanied this resolution and authorize the City Manager to execute.
- 3. Approve a Common Use Agreement with Island Reclamation District 2062, in substantially the form as attached to the March 25, 2024 staff report that accompanied this resolution and authorize the City Manager to execute.
- 4. Annex into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities).

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 25<sup>th</sup> day of March 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

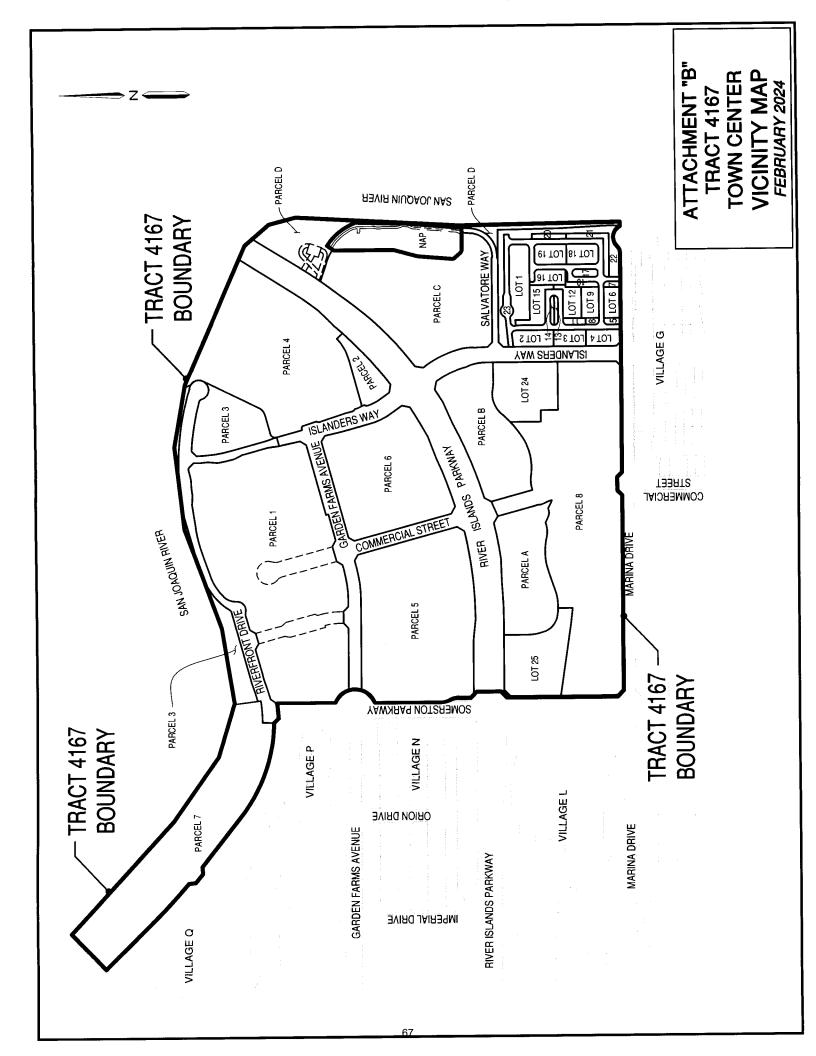
Sonny Dhaliwal, Mayor

ATTEST:

**APPROVED AS TO, FORM:** 

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



#### SUBDIVISION IMPROVEMENT AGREEMENT

## BY AND BETWEEN THE CITY OF LATHROP AND

# CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND

# RIVER ISLANDS CUSTOM HOMESITES, LLC, A DELAWARE LIMITED LIABILITY

#### **COMPANY FOR TRACT 4167 TOWN CENTER**

#### **RECITALS**

A. This Agreement is made and entered into this **25<sup>th</sup> day of March 2024**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and Califia, LLC, a California limited liability company and River Islands Custom Homesites, LLC, a Delaware limited liability company, (hereinafter collectively 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 4167. However, SUBDIVIDER has completed a portion of public infrastructure improvements associated with Tract 4167 located within the Town Center District of River Islands Phase 1, including major streets necessary to access the site. Performance and Labor & Material securities have been provided with the SIA for Tract 4167 that guarantee the unfinished improvements.

C. Improvement plans associated with Tract 4167 have been approved by CITY, however, some improvement plans including public improvements, landscape, street light and joint trench have not been approved (Unapproved Improvement Plans) as detailed in Exhibit "E". SUBDIVIDER shall not commence work on the scope included in the Unapproved Improvement Plans until CITY approval is complete. SUBDIVIDER has provided sufficient guarantee for the completion of the scope included in the Unapproved Improvement Plans.

**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 Town Center area, 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 improvement plans and specifications, listed in Exhibit "E" (Improvements), the standards and specifications of CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred, unfinished improvements and improvements included in the Unapproved Improvement Plans, prior to occupancy of the last home or structure constructed in Tract 4167 that is conveyed to a private interest not associated with the transfer of title of Tract 4167 associated with the filing of Tract 4167 (builder), prior to the completion and occupancy of the last dwelling unit or building associated with Tract 4167, or March 25, 2026, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. Improvement plans associated with Tract 4167 have been approved by CITY, however, some improvement plans including public improvements, landscape, street light and joint trench have not been approved (Unapproved Improvement Plans) as detailed in Exhibit "E". SUBDIVIDER shall not commence work on the scope included in the Unapproved Improvement Plans until CITY approval is complete. SUBDIVIDER has provided sufficient guarantee for the completion of the scope included in the Unapproved Improvement Plans.

4. 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.

5. 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.

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

7. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond equal to 10% of the final cost of the Improvements 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.

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 4167 as included and described in Exhibit "D" of this Agreement. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

	3
Unfinished Improvement Total:	\$5,959,100
Performance Bond (Bond No. 0844445)	\$6,555,010
Labor & Materials Bond (Bond No. 0844445)	\$3,277,505

#### Table 1 – Bond Values

9. 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 Paragraphs 6 and 7 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.

10. 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.

11. 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.

12. 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, 13. 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.

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

15. Prior to acceptance of the Improvements by the City Council, 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.

16. 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.

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

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

19. 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.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4167.

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

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

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 4167
- EXHIBIT B TRACT 4167 VICINITY MAP
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND TOTAL IMPROVEMENTS COST ESTIMATE
- EXHIBIT E: IMPROVEMENT PLANS ASSOCIATED WITH TRACT 4167

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

Teresa Vargas

City Clerk

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

BY:

BY:

Stephen J. SalvatoreDateCity Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

Date

3-18-20LY BY: Date

Salvador Navarrete City Attorney

## SUBDIVIDER

Califia, LLC, a California limited liability company and River Islands Custom Homesites, LLC, a Delaware limited liability company

\_\_\_\_\_

BY:

Susan Dell'Osso President

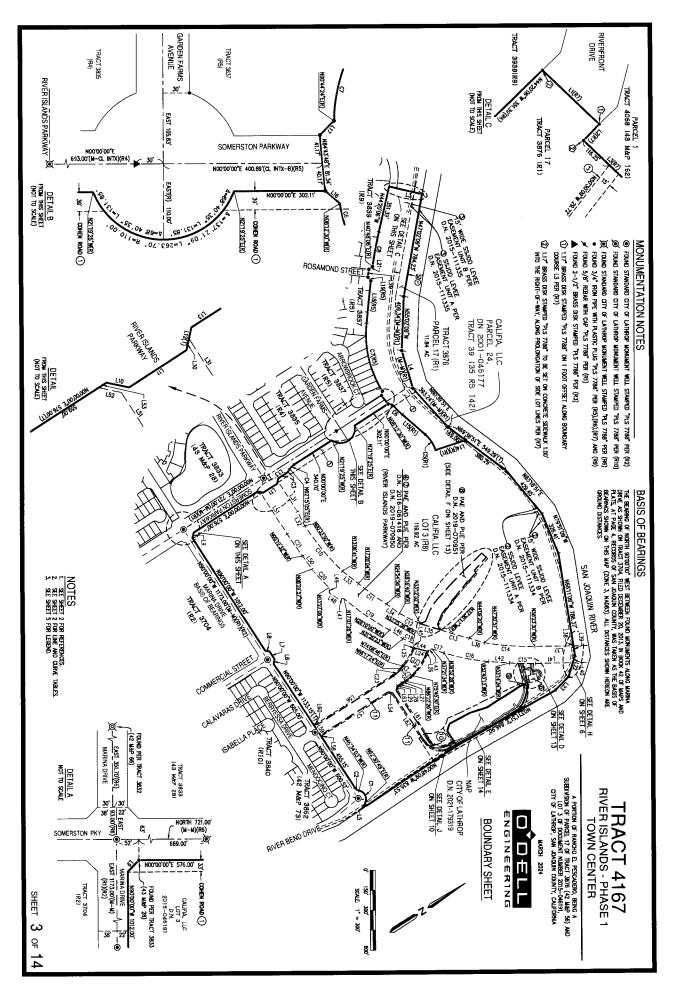
# EXHIBIT "A"

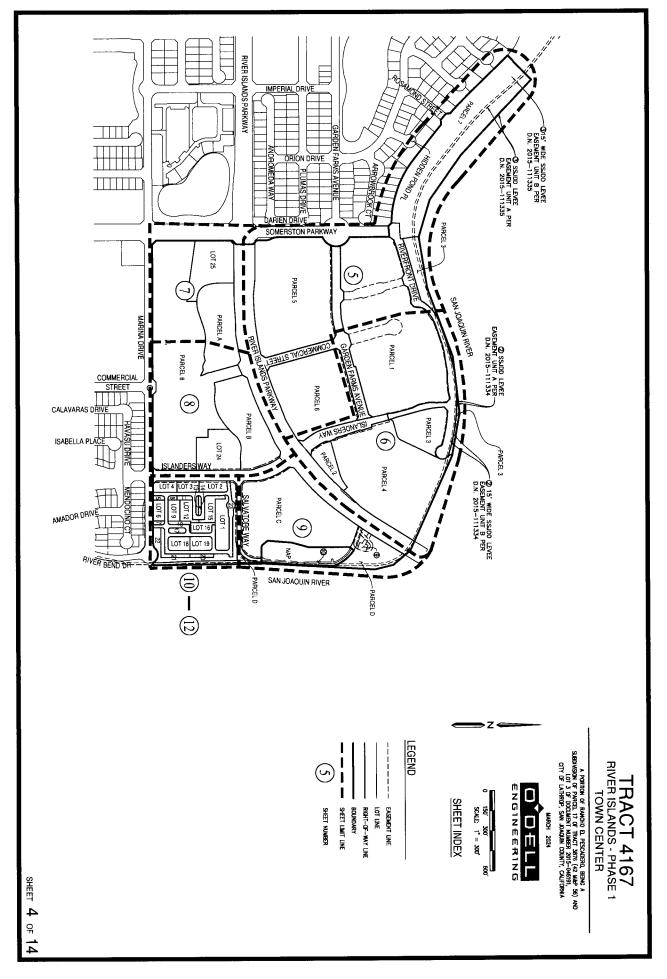
# FINAL MAP - TRACT 4167

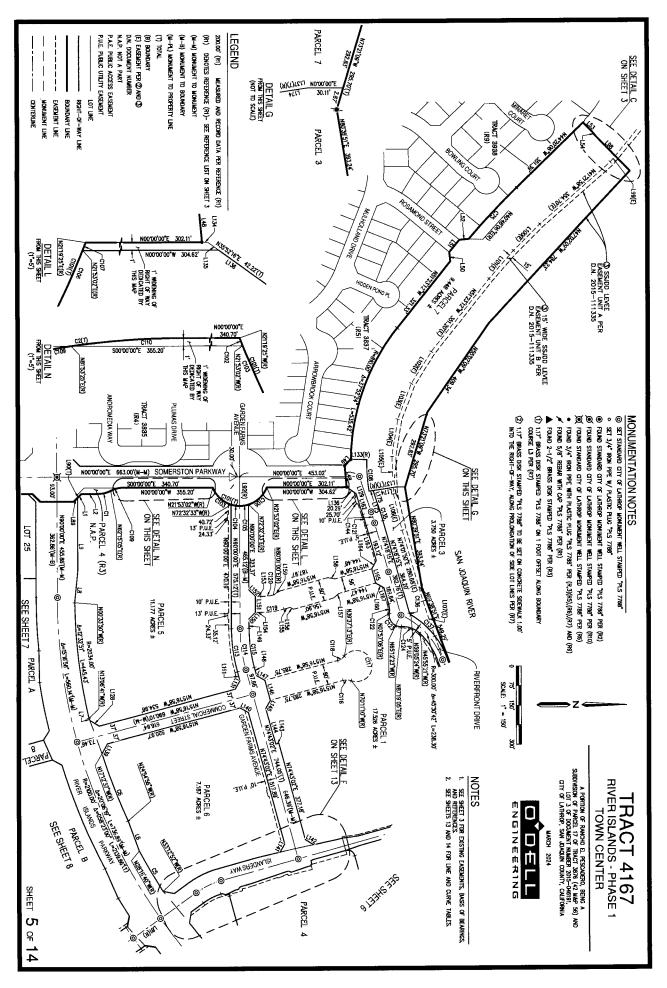
SHEET 1 OF 14	ESPAPT FRAM FEE FER GOVERNAUENT GOX 27.2484.1; GOXUMENT RECORDED IN CONCECTION WITH CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX	Name (Part); Have (Part); Hy Commission Experts Hy Commission Experts
STEVE BESTGLARDES ASSISTANT/DEPUTY RECORDER-COUNTY CLERK SAN JOAQUM COUNTY, CLERK		( compry vider powly' of repuiry under the links of the state of cultornia that the foregoing paragraph is true and correct.) Winess at hand.
	VIC ODMUSSION NUMBE:	Instrument, and according to the that her/sec/they decuted the same in his/her/ther authorized instrument, and according to be that her/sec/they decuted the same in his/her/ther scalar (the same instrument the person(s), or the entity upon becaute instrument. The person(s) action, decuted the instrument.
RED THES DAY OF AND PLATS, AT PAGE 2024, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.	WITHESS MY HAND:	on A Notary Piblic, Pressnally appendent or be the pressnal word name(s) is/are substants of the within The basis of suttainant fails to be the pressnal word name(s) is/are substants to the within
RECORDER'S STATEMENT	i cortify under penality of perjary under the lang of the state of california that the foregoing paragraph is true and correct.	STATE OF CALIFORNIA COUNTY OF SAN JOAQUAN }
an con	he on the bass of sutsylicitien ( Nardia: to be the person(s) invokes invarcs) is the subscribed to the Winnin Instrument, and accordingeds to be that if effects. Proceedings the same in Vicked Them autorozid caractropies, and investment presson(s) acted, executed the instrument the person(s), or the entity upon behave of which the person(s) acted, executed the instrument.	A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CENTIFICATE VENIELS ONLY THE IDENTITY OF THE INDIMULUM, WHO SCHED THE DOCUMENT TO WHOLY THIS CENTIFICATE IS ATTACHED, AND NOT THE TRUTHFULKESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT
	a notary fublic, fetiscinati y aprojeme. Ne	ACKNOWLEDGEMENT CERTIFICATE (OWNER)
	STATE OF CULFORMA COUNTY OF SAM JOAGUN	DYATED HASUAT OF 2024. BYATED HASUAT OF 2024. INVALE
i tripitere state that this than map complete with all provisions of chapter 2 or the chaternan, state subprodum map act, nor propriover grownerss of the CTY of Lithorp, nor any allowents merico, applicable at the time of approval of amongo vesting toytating map.	A NOTARY PUBLIC OR OTHER GENERAL COMPLETING THIS CORTIFICATE NEARESS ONLY THE IDENTITY OF THE INDIVIDUAL WID SENSE THE DOCUMENT TO WHICH THIS CORTIFICATE IS ATTACHED, AND NOT THE TRUPIELYLESS, ACCURACY, OR WHICH THE TRUTH OF THAT DOCUMENT	5, and further America in Document R 5, and further America in Document R 9, official records of San Joaquin Cou
(Byor, Findor, Herbery Sing Thati, M., The Cht Drokerde of The Cht of Linkor, Caurora, Mon Inat Linke Example This That, Markor & Tract Arbs, Tract Bardon-Pinas I. Tom Canter, Cht Linkor, Caurora, Mo That The Submyson Siom Herbon is Substantinuly The Same as IT Appended on the Mandon Schme Textrine Markov, No. 384, And Nav Proposod Alterations.	ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)	IRUSTICES STATEMENT: UNDER THE DEED OF TRAST RECORDED DECURRENT 22, 2016, 14 OD REFUGLE THE COMPANY AS THEFTEL UNDER THE DEED OF TRAST RECORDED DECURRENT 22, 2016, 14 DOCUMENT, NAUGER ZUIC-EIDER, AND AS AMANONE IN DOCUMENT RECORDED DECURRENT 22, 2016, 14 DOCUMENT, NAUGER ZUIC-EIDER, AND AS AMANONE IN DOCUMENT RECORDED DECURRENT 22, 2016, 14 DOCUMENT, NAUGER ZUIC-EIDER, AND AS AMANONE IN DOCUMENT RECORDED DECURRENT 22, 2016, 14
CITY ENGINEER'S STATEMENT	teresh vargas City Clerk and Clerk of the City Coluncil of the City of Lathrop, Colunt of San Joaquin, State Of California	BY: MALE SISAN DELL'OSSO DATE
Ricyardo Carsuat, community development director	i further state that all bonds as required by law to accoupany the within map, if applicable. Have been approved by the city council of lathrop and filed in an oppice.	inae: Susan Delitosa Its: Resident River Islands Custon Holestes, Lic, a delaware limited liability company as to parcel 17 of tract 3876
AND APPROVED BY THE CITY COUNCIL ON JUNE 1, 2015. DATED THISDAY OF22024.	dees heren kannom the 60 foot inge lasslents for Roudinky Priposes, also invert 467, and the Roud per Book ang, pare 55, getoal receive of San Vardun Cumity, Within Tract 467, and the Projuc Utility Easthert for Document Number 2021-130288, official receives of San Jangun County, Within Tract 467, Both AS Depicted on Sheet 3 herein.	LIC, A CALIFORNIA LIMITED LIABILITY COMPANY /
SECRETARY OF THE PLANNING COMMISSION'S STATEMENT	ninicipal code. N.So. Pursumit to section 66464(0) of the culliparina subdivision kap act, the City of Latirada	THE PARTY SERVICE ALL CONTRACTS SCIENCE THAT IS A DELIVER THAT IS ADDRESS AND AND AND A DELIVER ADDRESS FROM THAT ADDRESS FROM THAT ADDRESS AD
VICUINT T WAF	DEDICATION OF THE GRANDO MATER HEATS, THE DEDICATION OF PARCEL CHINE AN ADVENTION THE OFFER OF DEDICATION OF COLMERANCE STREET, ORDER MARKAN, RAPES TAXUES PARKMAY, RIVERRANT TORKE, SLAVATORE MAY AND ISLANDERS MAY AS STOME ON SAID AND SARDEMS TO THE MEMORYLENES BANK CAMPLETED IN ACCOMPANIE AND ADVENTION AND AND SAID AND ADVENTION TO THE	THE UNDERSONED DOES HEREBY RESERVE PARCELS I THROUCH & FOR FUTURE DEVELOPMENT. WITTE JAAN SERVE CHANTY ALL'OCTION IS BECHINEN BOYD TO RELIDING DERAUT SSLAMTS AND/DE FURTHER SUBDIVISION
	escuting" inc	The undersoned does hereby reserve parcels a and b for lare parfoces. Sud parcels are not dedicated in the comparing the construction of the islands parce invice tailard by the construction is served to the construction is the constructined in the construction is the construction is th
	A management of the second sec	to ensure hundral water services to all lots show upon this wap, all ground water rights that the underscard way have within the distinctive border upon this wap, hereby are dedicated to the city of latherp.
	LITERSA WARAS, GITY GERK AND GERK OF THE GITY COUNCIL OF THE GITY OF LATHROP, STATE OF	THE REAL FOR DUTY DECOMPLETED ALLOW TO ADMITTED THE TAKE TWO CAME AND ADDITED FOR THE ADMITTED FOR ADMITTED
	ENGINEEAING	3. TO THE OTLY OF LATERA DEER ACCESS PURPOSES, THOSE PORTIONS OF SMOLLANDS DESIGNATED ON SMOLLAND SALE TARE OF ADVISOR DECIMAL DATA ON A DATA TARE AND AND SALE ADVISOR DECIMAL DATA ON A DATA TARE ADVISOR DECIMAL DATA DATA DATA DATA DATA DATA DATA DA
		2. A LOA-EXCLUSIVE EXCENSIVE TO THE CITY OF LATINGP, TOCHERS WITH THE REALT TO OWNERICH, TEXANSTRUCT, REPARE AND MARINN, POLCE, MERS, CALLES, PERS, AND CONDUITS AND THESE APPRITUMNICS, IMPAN, OVER AND UNDER THE STREE OF LAND AS SHOWN OF THIS FAMIL MAP DESIGNATED AS "FULL", (PUBLIC UTULTY EXCENSIVE).
	A PORTINU CF RAMOHO EL RESAUDERO, BENG A SUBDUSKON CF RAMEAL 17.0 FRACT, 20.5 (KG MARE SE), NUD LIDT 3.5 (F DOCUMENT NUMBER: 2015-046191, CITY CF LATHRORP, SAN JANGUN COUNTY, CALFORNIA	The real property described below is dedicated as an excellent for fuellic pupped. 1. To The City of Latrace for the fuelic real-logmay pupped. Finds: portions of some days designated on Sud Map As commencial three for the reals and the real stands parenay, regeritor drive, sulvatore way and standers way as shown on this final map.
	TRACT 4167 RIVER ISLANDS - PHASE 1 TOWN CENTER	OWNER'S STATEMENT THE UNDERSIGED, DOCS HEREBY FINTE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LIVED DELIVELITE AND BARRACED WITHIN THE DETERGOR BOUNDARY LIVE OF THE HERBIN DARGESTING OF FORFED (14) SHEET, TRACT 487, FROM SLANDER, FUNC IN CONTENT, CILL FOR CALIFORD, CALIFORDING OF FORFED (14) SHEET, TRACT 487, FROM SLANDER, FUNC IN CONTENT, CILL FOR CALIFORD OF THE RESULT OF THE COUNTY RECORDER OF 584, HEREBY CONSENT TO THE PREVIAUTION WID FULNE OF THIS FINAL JUP IN THE OFFICE OF THE COUNTY RECORDER OF 584, MONTH, CALIFORNIA.

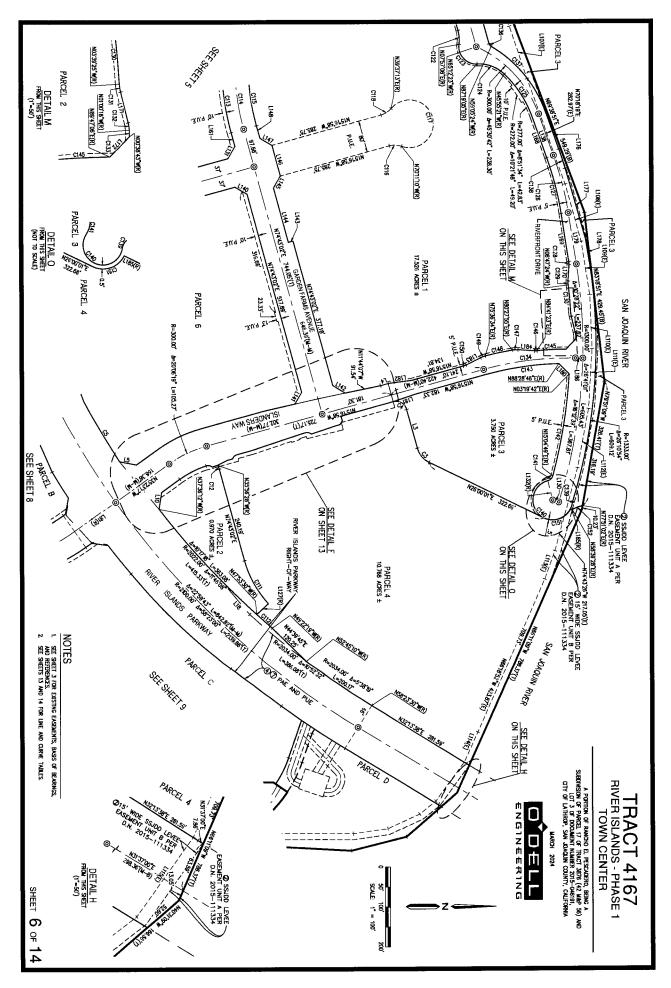
SHEEL C OF			L43 N839'41"E 41.71'				
		L6J S4500'00'E 35.36'	L42 N36'45'26"E 158.69'		IEET 1.	IY CLERK'S STATEMENT ON SH	REFER TO THE CIT
(1) LOUD, FOR PAE AND POE IN FAVOR OF CITL OF LATIFROP PER U.N. 2024-003900, SJ.C.R. (SLANDERS WAY AND SALVATORE WAY)		N90'00'00'E	L41 N3137'00"E 283.99"	ATHROP PER D.N. FINAL MAP- PLEASE	Abandoned by This	Tract 4167, and the public utility easement in favor of City of Lathrop per D.N. 2021–130288, S.J.C.R., within tract 4167 are abandoned by this final map- please	TRACT 4167, AND 2021-130288, S.J.C
	08.ce 10.ce/1 00.rl2 c23		L40 N40'31'09"W 52.60"	DA OR 95, WITHIN	COHEN ROAD PER 40	ADWAY EASEMENT KNOWN AS	
(1) FOR PUE IN FAVOR OF CITY OF LATHROP PER D.N. 2021-130288, S.J.C.R. (FROM	549.00 ZI'08'47	N45'00'00"E	N6611'09"W			ASEMENT ABANDONMENT NOTE	EASEMENT AB/
S.J.C.R. (ACCESS TO POLICE STATION PARCEL)	C23 200.00 23'42'36" 82.76'	L59 N90700'00'E 130.00'	L38 N3137'00'E 7.86'				
	C22 200.00 751'22" 27.42'	L58 N45'00'00"W 35.36'	L37 N3213'36"E 281.59'	INGER 1214022608-LK (VERSION 9),	TITLE REPORT, ORDER NU TITLE COMPANY.	based on information contained in the preliminary title report, unler number 1214022808-er (version 9), dated february 23, 2024, provided by OLD Republic Title Company.	4. Based on informati Dated February 23
(a) 1.0.D. FOR PAE AND PUE IN FAVOR OF CITY OF LATHROP PER D.M. 2019-070951, S.J.C.R. (ISLANDERS WAY)	+ · ·	L57 NOTO0'00'E 585.09'	L36 N49'55'25"E 119.53'			- AIDI	
	C20 2192.00 457'09" 189.47	L56 N0'00"E 685.76'	L35 N5010'33"E 155.76'				
(7) 10.D for pae and pue in favor of City of Lathrop per d.n. 2019-070950,	C19 2180.00 1102'34 420.16'	154 N4500'00'E 35.36	L34 N69'09'34"E 119.60'		19.83 AC±	PARCELS A - D	
(b) P.G.&E PRESSURE REDUCING STATION EASEMENTS PER D.N. 2018-093066, S.J.C.R.	Ct8 2192.00 2'05'15" 79.86'	L53 NO'00'00"E 17.00'	L33 N7015'46"E 154.63		76.17 AC±	PARCELS 1 - 8	
(MOT USED)	2180.00 2'30'53"	L52 N4500'00TE 42.43	L32 NB419'50"W 120.48'		19.90 AC±	STREET DEDICATIONS	
(RIVER ISLANDS PARKWAN)	C16 1555.00 12'50'45" 348.63'	L51 N90'00"W 362.86"	L31 N90700'00'E 277.99'		13.64 AC±	LOTS 1 THROUGH 25	
SAUDU LEVEL COSEMENT VIEL A ARE VIEL VIEL 2010-111000, 200010     SAUDU LEVEL COSEMENT VIEL A ARE VIEL VIEL VIEL 2010-111000, 200010	CIS 2163.00 5'08'26" 194.06	L50 N88'14'45"E 121.67	L30 N45'00'00"W 21.21"		SUMMARY	TRACT 4167 AREA SUMMARY	
	C14 2034.00 10'52'32" 366.09'	-	NOTOOTOOTE			TO NO SHOW OF IND THAT IN U	Voice) more on th
(2) 15' WIDE SSUIDD LEVEE EASEMENT UNIT A AND UNIT B PER D.N. 2015-111334,	633'08	N66'23'04 E	N212'54"W	L MAP WHICH INCLIDE 19.90	DEDICATED BY THIS FIN	SS, AND ROADWAYS THAT ARE BEING	ACRES, NORE OR LE
(1) ROADWAY EASEMENT (COHEN ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER BOOK 408, OFFICIAL RECORDS, PAGE 95, S.J.C.R. (SEE EASEMENT ABANDONMENT NOTE)	C12 2034.00 4'56'12" 175.25'	L40 N0534 ZI E 121.04 L47 N2847'52'E 41.73'	120 N352J17 W 16.66	BY BAEGO, INCORPORATED, JOSEF J. TOOTE, GE NG. 2877, AND IS ON FILE WITH THE CITY OF LATHROR. 3. TRACT 4167, RVER ISLANDS-PHASE, T. TOME CONTREX CONTINUES 25 LOTS WITH A TOTUL OF 13.54 ACRES, NORE OR 1. CREAT BALLINGTON DELATED CONTINUES THE CONTINUES 25 LOTS WITH A TOTUL OF 13.54 ACRES, NORE OR	1005 or 1500 file with a	RATED, JOSEF J. TOOTLE, G.E. NO. 29 ISLANDS-PHASE 1, TOWN CENTER, CO DARGELS CONTAINING 76 17 ACCORS 1	3. TRACT 4167, RIVER I
	2034.00 1232'51"	N79'26'08'W	N35723'17"W	Lathrop, California", n prepared for this project	RIVER ISLANDS PHASE 1, JULY 29, 2005, HAS BEE	DECT NO. 5044,5.001.01 AND DATED	2. A Soils report du Referenced as pro
	451.00 1932'03"	L44 N4710'33"E 92.78	124 N4710'33"E 98.83"	S OR DISCONFORT AS NORMAL AND	EPT SUCH INCONVENIENCE CTIVE REGION.	ry that you be prepared to accord to	IT WAY BE NECESSAU
8. Public utility easement in fanor of the City of Lathrop Per document number 2021–130288, S.J.C.R.	CURVE RADIUS DELTA LENGTH	LINE DIRECTION LENGTH	LINE DIRECTION LENGTH	ALACENT TO AGRICULTURAL	ERTY MAY BE LOCATED A	S. BE AWARE ALSO, THAT THIS PROP	RODENTS AND PESTS
7. Public access and utility easement in fanor of the city of lathrop per document. Number 2021–101128, S.J.C.R.	CURVE TABLE	une table	UNE TABLE	PRODUCTS, PROTECTION OF CROPS	F AGRICULTURAL WASTE I	n, Pruning, Harvesting, Burning o Depretation, and other activities	SPRATING, IRRIGATION
6, I.O.D. FOR PUBLIC RIGHT OF WAY AND UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER DOCUMENTS 2019-070950 AND 2019-070951, S.J.C.R.	SHEET 3 ONLY	FASEMENT I INF AND CURVE TABLES FOR COUBSES SHOWN ON SHEET 3 ONLY	EASEMENT I INE AND CURVE TA	Agricultural chemicals and itoms. Cultivation. Plowing.	UL AND PROPER USE OF	Discomfort Arising from the Lawf	Inconvenience or d
5. P.G.ALE PRESSURE REDUCING STATION AND ACCESS EASEMENT AND APPURITEMENTICS INFREME			L12 N45'00'00"W 42.43	YOU MAY BE SUBJECT TO	u are hereby notified . Lands and operations.	Cal Fertilizers and Pestiddes. Yo E Located Close to Agricultural	That utilize chenic Purchasing way be
4. LOD, FOR PUBLIC RIGHT OF WAY AND UTILITY EASEMENT IN FAVOR OF THE CITY OF LATINGS PER DOCUMENT NUMBER 2024-003966, S.J.C.R.		L23 N14'01'09"W 143.55'	L11 N0'00'00"W 126.00'	.04, The City of Lathrop The City Limits, including Those	URAL OPERATIONS WITHIN	of Municipal Code of Ordinances, of Properly Conducted Agriculty	PER CITY OF LATHRO
3. Levez easements in favor of sacramento-san Joaquin dranage district per Document numbers 2015-111334 and 2015-111335, s.u.c.r.		N40'31'09"W	N45'00'00'E			TEMENT:	1. RIGHT TO FARM STAT
2. Rongway easement in favor of san joaquin cuuntt per bour 4.08, official regions. Page 95, S.J.C.R.		L21 N4'41'52"W 35.05"	-+				RECITALS
HTDROCARBON SUBSTANCES LITING BELOW A UPPTH OF SOUTEER, PER VOLUMENT NUMBER 2001-01046177, S.J.C.R.		W-0501050					
1. RECLAINED ISLANDS LAND COMPANY, RESERVATION FOR OIL GAS, MINERALS, AND OTHER	810.00 37-52'24"	_	M_00,00.06N	1000	Tor CAL		
pursuant to section 66436 of the california subdivision map act, the signatures of the following parties have been omitted:	810.00 7.45'40"	N5123'12"W	N45'00'00"W	A A A A A A A A A A A A A A A A A A A	LEX P	40 7788	DYLAN CRAWFORD, P.L.S. NO 7788
SIGNATURE OMISSIONS	C4 100.00 2/14 30 46.40	117 W4477/49"W 117/m	L4 N73721'09'W 285.70	5	ROF UT		
	100.00 2744'55"	N74'01'50'E	N45'39'54'E		Contra Contra	_ UAT OF ZU21-	DATED THIS
(AND) MAPS AND PLATS, PAGE 57, S.LC.R. (42 M&P 57)	C2 47.00 46'34'03" 38.20'	L14 N1439'55"E 239.53'	L2 N44'20'05"W 1.32	,	S TENTATIVE MAP.	IONALLY APPROVED AMENDED VESTIN	CONFORMS TO THE CONDITI
43 OF MAPS AND PLATS, PARE 57, SJUCH, (40 MRP 57) (RHD) TRACT 3340, RIVER 13 ANDS-PHASE 18, MILLAGE 61, FILED APRIL 1, 2016, IN BOOK 42 OF	C1 65.00 109'04'52" 123.75'	L13 NOTO'00"E 63.72'	L1 N45'39'54"E 60.00'	TANTIALLY	at this final map subs	er 31, 2024, and that the Monum S Survey to be retraced, and th	Sufficient to enable this
(RS) TRACT 3938, RIVER ISLANDS-PHASE 18, MILLAGE Q, FILED NOVEMBER 30, 2018, IN BOOK		UNE DIRECTION LENGTH	LINE DIRECTION LENGTH	SET IN THOSE	d or that they will be	request of river islands development, LLC, on way 11, 2022. I hereby state all the monuments are of the character and occupy the positions indicated or that they will be set in those	Are of the character a
(R8) GRANT DEED TO CALIFIA, LLC, RECORDED APRIL 24, 2015, AS DOCUMENT NUMBER	CURVE TABLE	UNE TABLE	LINE AND CURVE LABLES FOR	SURVEY IN IMICE AT THE	" Is based upon a field NP act and local ordin	by me or under my direction. And Equirements of the subdivision m	This map was prepared e conformance with the re
(R7) TRACT 3838, RIVER ISLANDS-STACE 18, VILLACE Q, FILED NOVEMBER 30, 2017, IN BOOK 43 OF MAPS AND FLATS, PACE 12, S.J.C.R. (43 MAP 12)						TATEMENT	SURVEYOR'S STATEMENT
(RB) TRACT 2004, KINER ISJANDS-PHARE IG, MILLARE IG, MILLO DELEMBER ZI, ZUID, IM BOAN 42 OF MAPS AND PLATS, PAGE 72, S.J.C.R. (42 M&P 72)	<b></b>						
				~	TOF ONLIN		
		MARCH 2024			ALS &	.5. 5071	darryl A. Aldiander P.L.S. 5071 Acting Otty Surveyor
(R4) TRACT 3835, RIVER ISLANDS-PHASE 18, VILLAGE N, FILED SEPTEMBER 13, 2019, N BOOK	46191, CALIFORNIA	LATHROP, SAN JOAQUIN COUNTY, 1	01 YID	8 B	PRO L SOTI		
(R3) TRACT 2036, RIVER ISLANDS-STARE 18, MILLARE O, FLED MARCH 15, 2017, IN BOOK 42 OF MARCT 2036, RIVER ISLANDS-STARE 18, MILLARE O, FLED MARCH 15, 2017, IN BOOK 42	BEING A 1942 - 56) AND	A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 17 OF TRACT 3876 (42 M&P 56)	A PO	1%]	-	_DAY OF 2024.	DATED THIS
(R2) TRACT 3704, RIVER ISLANDS-PHASE 18, MILLAGE C3, FILED DECOMBER 20, 2013, IN BOOK 47 OF MAPS AND PLATS PAGE 4, SLIG.R. (47 MAP 4)		TOWN CENTER				ISANDS-HASE 1, DOM CANER , CIT OF LATHROP, CALFORNIA, AND I AN SATISFED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.	Islands-Phase 1, 10mm of Map is technically corre
(R1) - 119407 3875, RYER ISLANDS-PHARS: 14, LAKKE LOI FINAL MAY, FILED MARCH 31, 2010, In Book 42 of Maps and Plats, page 56, slicir. (42 Map 56)	ASE 1	RIVER ISLANDS - PHASE	RIVI	ACT 4167, RVER	D THIS FINAL MAP OF TH	HEREBY STATE THAT I HAVE EXAMINE	I, DARRYL A. ALEXANDER, H
-l'÷	/	HACI 416/				<b>PIS STATEMENT</b>	CITY SURVEYOR'S STATEMENT
	Í		1				

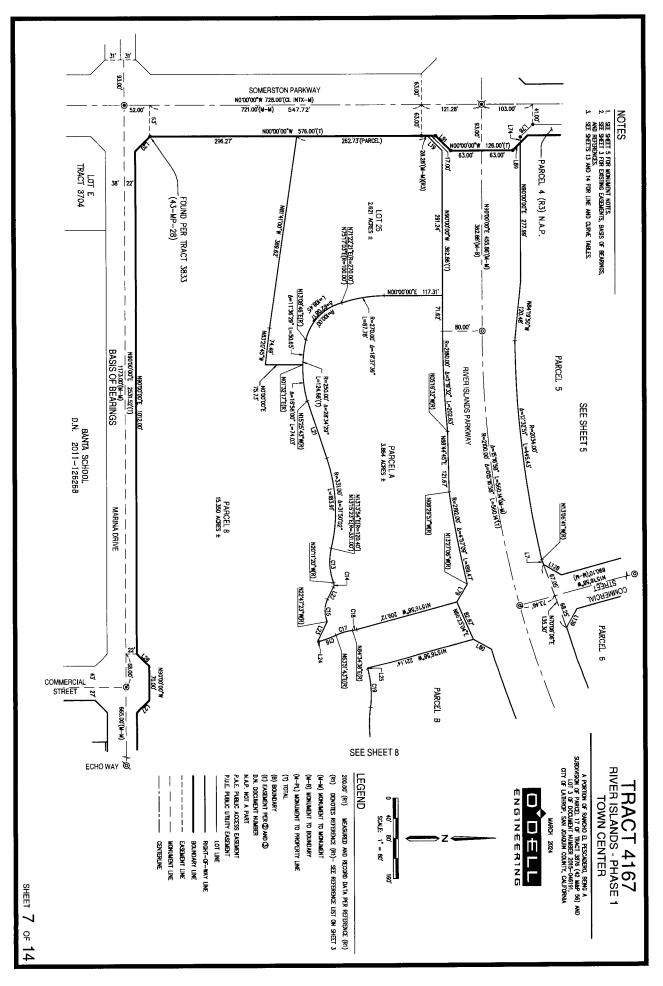
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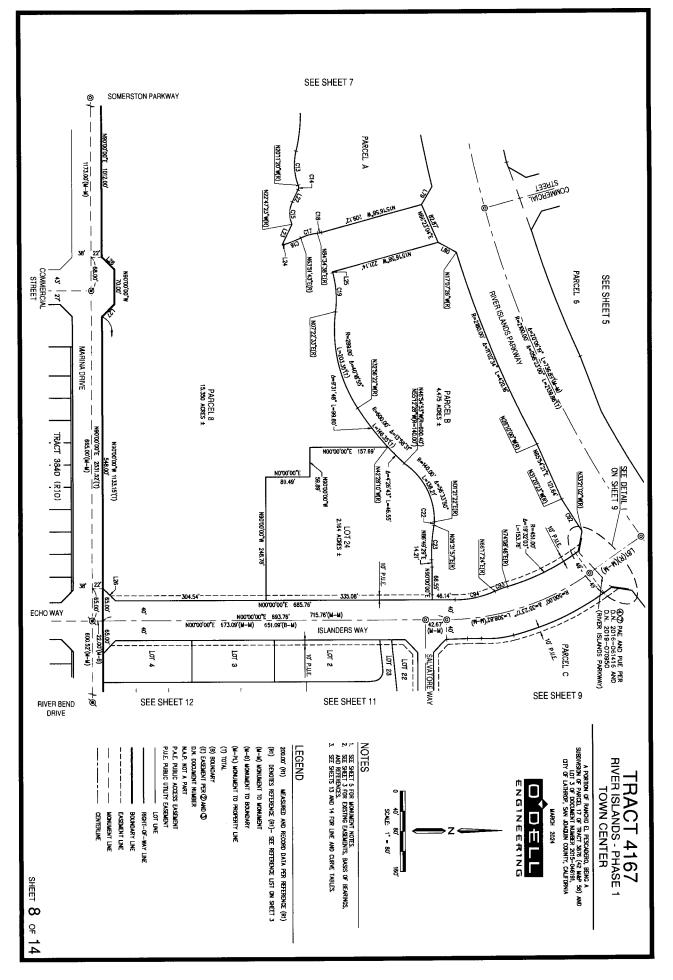


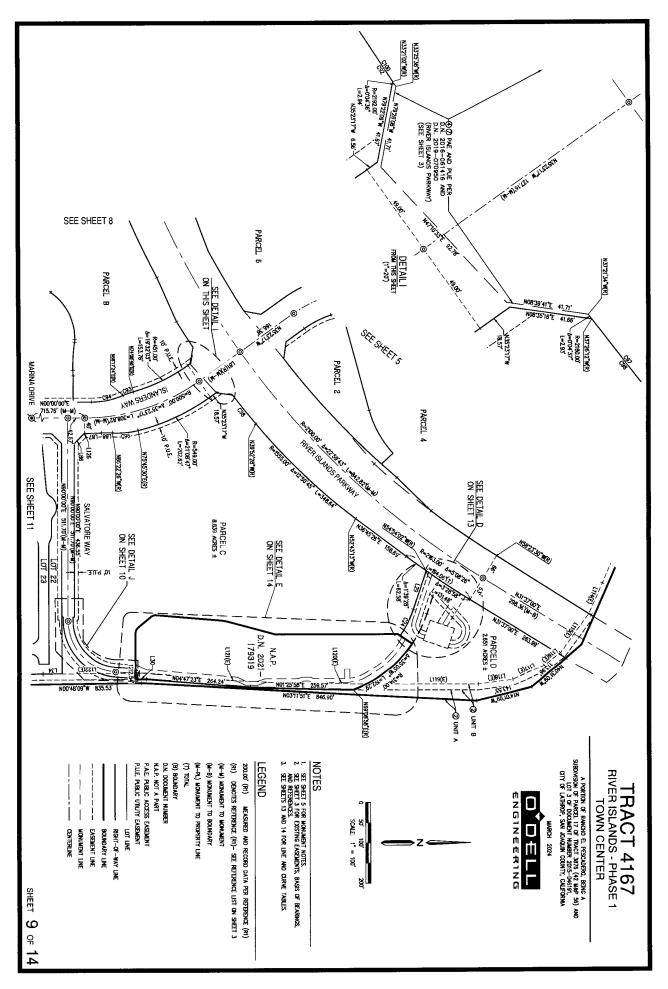


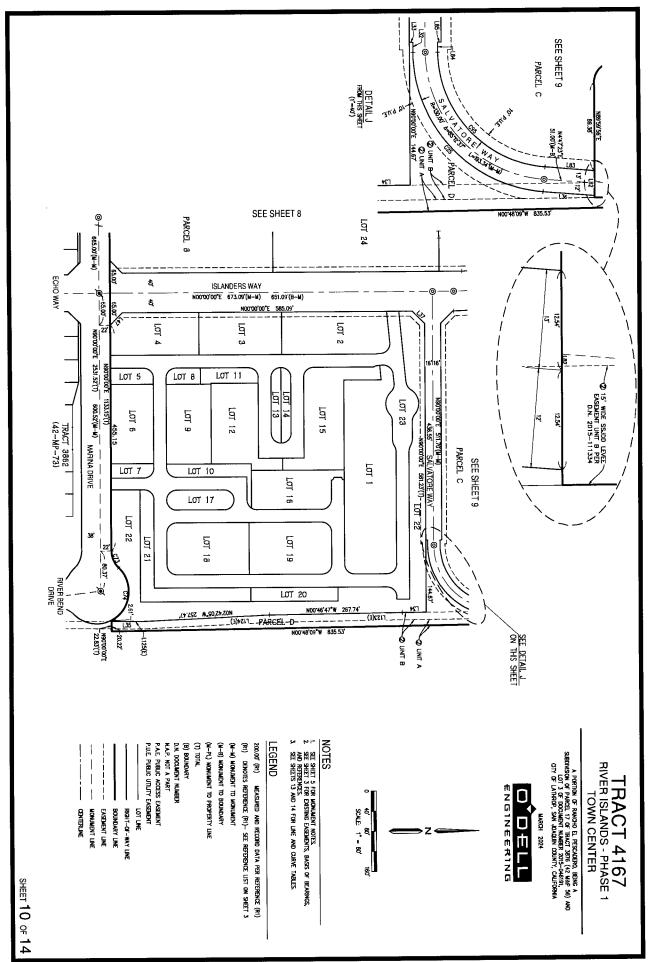


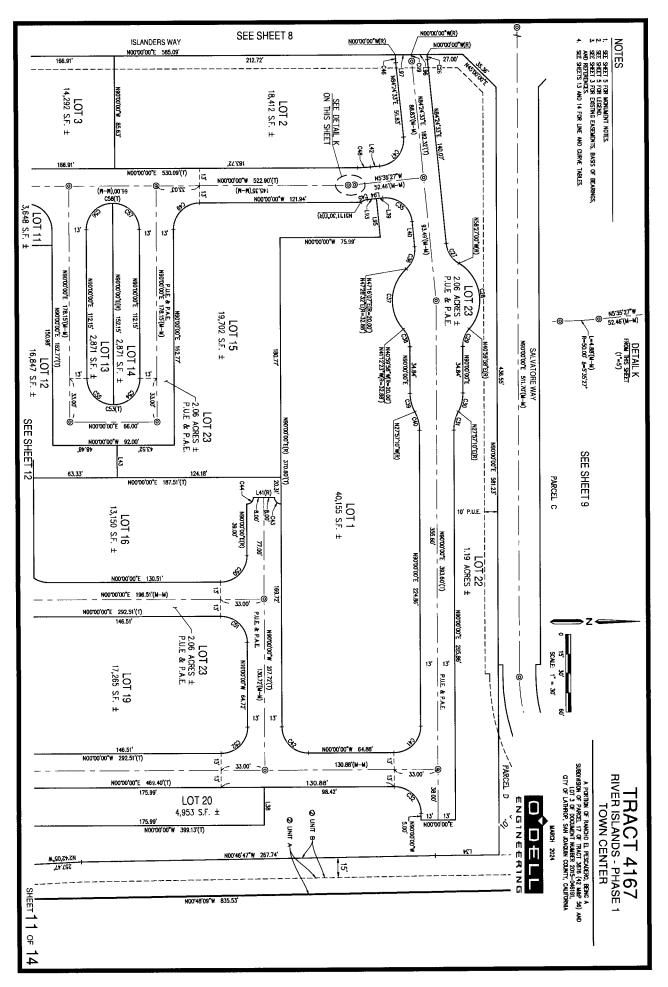


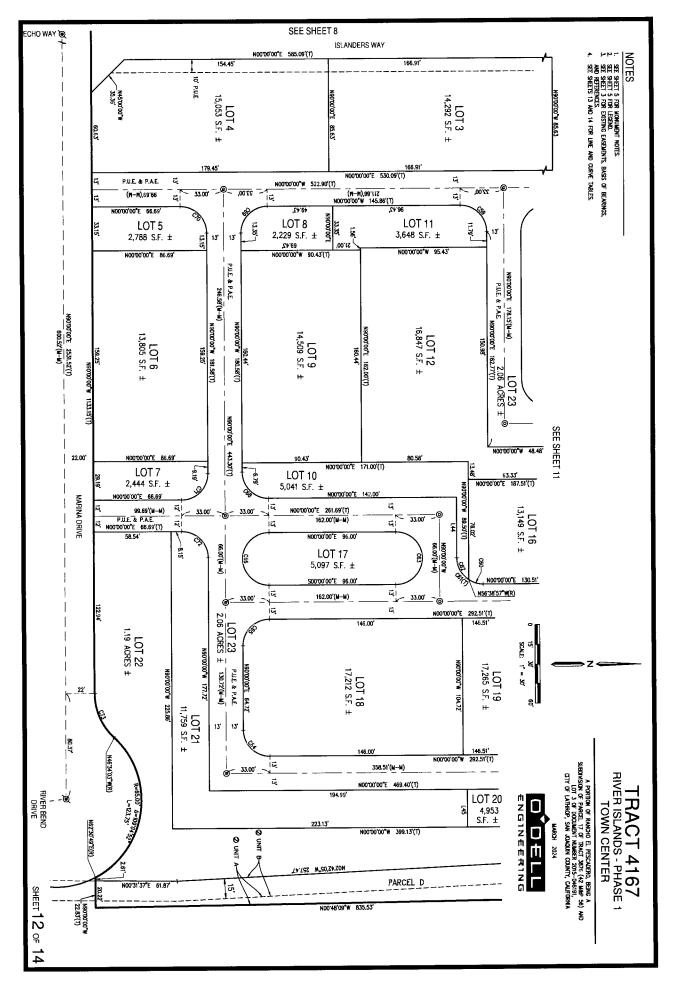


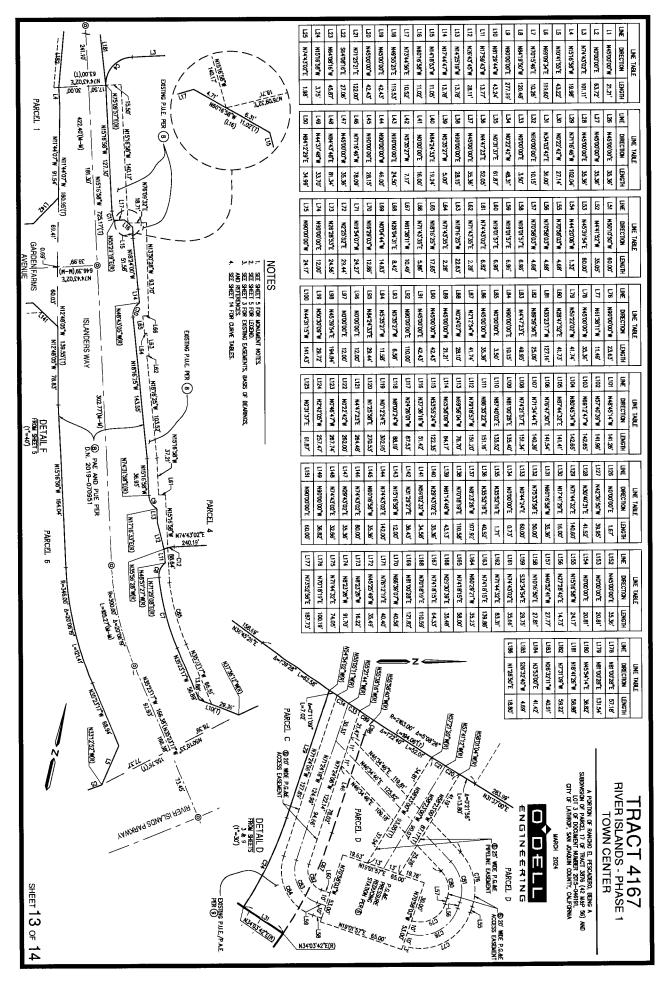


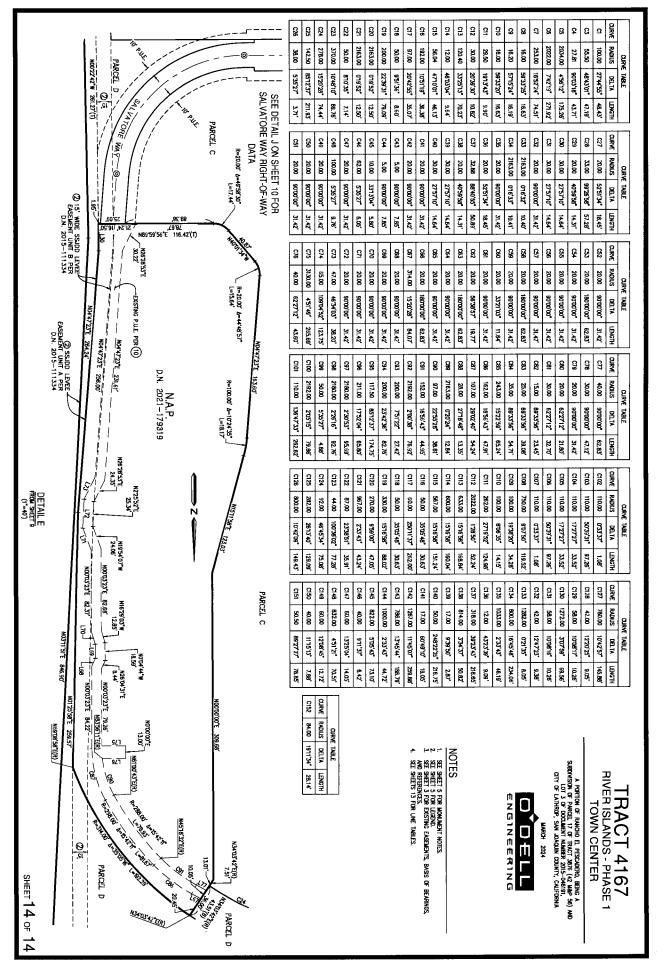






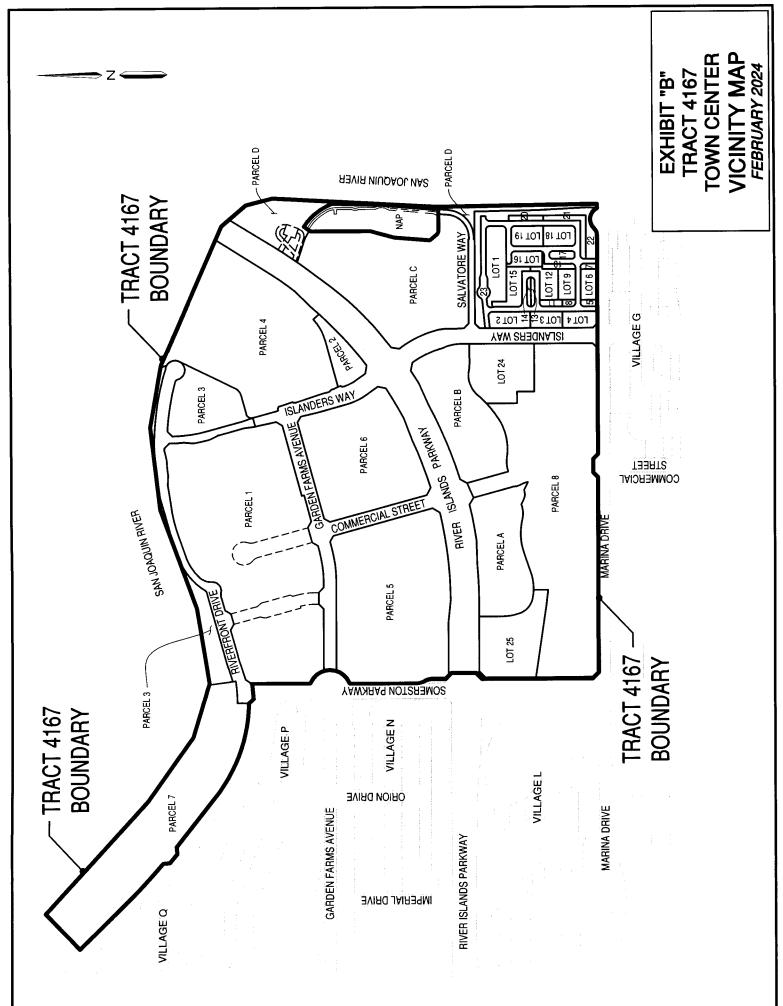






# EXHIBIT "B"

# TRACT 4167 VICINITY MAP



## EXHIBIT "C"

## CITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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



# **CERTIFICATE OF LIABILITY INSURANCE**

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

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVELY OR SURANCE ND THE CI	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTER TEAC	ND OR ALTI	ER THE CO BETWEEN T	VERAGE AFFORDED B HE ISSUING INSURER	SY THÉ (S), Au	POLICIES
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights	to the ter	rms and conditions of th	e polic	y, certain po	olicies may i	IAL INSURED provision require an endorsement	sorbe t.Ast	e endorsed. atement on
PRODUCER		incate noticer in neu or st	CONTAG	CT Gloria Gab				
Alliant Insurance Services, Inc.			NAME: PHONE			FAX (A/C No))		
333 S Hope St Ste 3750			(A/C. No É-MAIL		briel@alliant	(A/C, No):		
Los Angeles CA 90071			ADDRES					11410#
								NAIC #
		License#: 0C36861 RIVEISL-01	INSURE	RA: United S	pecialty Insu	rance Co.	=	12537
INSURED Califia. LLC.		NVEISE-01	INSURE	RB:				
73 W. Stewart Road			INSURE	R C :				
Lathrop, CA 95330			INSURE	R D :				
			INSURE	RE:				
			INSURE	RF:				1
		NUMBER: 431253592				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREMEI PERTAIN, POLICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE	ст то '	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A X COMMERCIAL GENERAL LIABILITY	Y	ATN2036868		3/19/2024	3/19/2027	EACH OCCURRENCE	\$ 2,000	0,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	<b>\$</b> 0	
			1			MED EXP (Any one person)	\$0	
						PERSONAL & ADV INJURY	\$ 1,000	0,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000	0,000
POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000	0,000
OTHER:							\$	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO						BODILY INJURY (Per person)	\$	
OWNED SCHEDULED						BODILY INJURY (Per accident)	\$	
AUTOS ONLY AUTOS HIRED NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	
AUTOS ONLY AUTOS ONLY							\$	
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	a.a.
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
							\$	
DED RETENTION \$						PER OTH- STATUTE ER	Ψ	
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$	
OFFICER/MEMBEREXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE		
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		
DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICE LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC Re: FM Tract 4167 City of Lathrop, its officers, City Council, b respects to General Liability. General Liab Lathrop, its officers, employees and agent 30 days advanced written notice to Certific	pards and c lity shall be	commissions and members Primary and Non-Contributed	s thereo utory wi	f, its employe th any other i	es and agent insurance in f	ts are included as Addition orce for or which may be	nal Insu purchas	ireds as sed by City of
CERTIFICATE HOLDER		· · · · · · · · · · · · · · · · · · ·	CANO	ELLATION				
City of Lathrop			SHO THE	ULD ANY OF EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.		
39Ó Towne Centre Drive Lathrop CA 95330					Muta			
ACORD 25 (2016/02)			-			ORD CORPORATION.	All rig	nts reserved.

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# 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 TOTAL IMPROVEMENTS COST ESTIMATE



March 11, 2024 Job No.: 25505-60

#### ENGINEER'S BOND ESTIMATE COST TO COMPLETE RIVER ISLANDS - STAGE 1B ISLANDERS WAY CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

#### Amount **Unit Price** Item Description Quantity Unit 8,000.00 \$ 8,000.00 LS \$ 1 Domestic Water Tie-in to Existing (0% Completion) 1 6,000.00 \$ LS \$ 6,000.00 Lake Fill Line Tie-in to Existing (0% Completion) 1 2 377,700.00 LS \$ 377,700.00 \$ Fine Grade, Concrete, AB & AC Paving (0% Completion) 1 3 85,000.00 \$ 85,000.00 LS \$ 4 Electrolier (0% Completion) 1 95,500.00 \$ 95,500.00 5 Landscape (0% Completion) 1 LS \$ TOTAL COST TO COMPLETE \$ 572,200.00

Notes:

1) Estimate for cost to complete based on contractor's note for Stage 1B Islanders Way dated 3/5/2024



March 11, 2024 Job No.: 25505-61

#### ENGINEER'S BOND ESTIMATE COST TO COMPLETE **RIVER ISLANDS - STAGE 1B** POLICE STATION 2ND ACCESS ROAD CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price	Amount
1	Domestic Water Tie-in to Existing (0% Completion)	1	LS	\$	8.000.00	\$ 8,000.00
2	Fine Grade, Concrete, AB & AC Paving (0% Completion)	1	LS	\$	135,900.00	\$ 135,900.00
3	Electroliers (0% Completion)	1	LS	\$	25,000.00	\$ 25,000.00
4	Landscape (0% Completion)	1	LS	\$	20,000.00	\$ 20,000.00
		ΤΟΤΑΙ	. cos	т то	O COMPLETE	\$ 188,900.00

Notes:

1) Estimate for cost to complete based on contractor's note for Stage 1B Police Station 2nd Access Road dated 3/5/2024



February 13, 2024 Job No.: 25506-42

#### DRAFT ENGINEER'S OPINION OF PROBABLE COST **RIVER ISLANDS - STAGE 1B** TOWN CENTER PUBLIC STREETS CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

ltem	Description	Quantity	Unit		Unit Price		Amount
	STREET WORK						
1	Fine Grading	261,200	SF	\$	0.45	\$	117,540.00
2	4.5" AC Paving	2,700	SF	\$	2.25	\$	6,075.00
3	5.5" AC Paving	161,300	SF	\$	2.75	\$	443,575.00
4	10" Aggregate Base	164,000	SF	\$	1.50	\$	246,000.00
5	14" Lime Treatment	161,300	SF	\$	1.10	\$	177,430.00
6	Vertical Curb and Gutter (with AB cushion)	6,740	LF	\$	15.00	\$	101,100.00
7	Vertical Curb (with AB cushion)	2,240	LF	\$	14.00	\$	31,360.00
8	Rolled Curb and Gutter (with AB cushion)	170	LF	\$	15.00	\$	2,550.00
9	Valley Gutter (with AB cushion)	250	LF	\$	35.00	\$	8,750.00
10	Type F Median Curb (with AB cushion)	960	LF	\$	18.00	\$	17,280.00
11	Concrete Sidewalk	46,290	SF	\$	5.00	\$	231,450.00
12	Handicap Ramps	23	EA	\$	2,500.00	\$	57,500.00
13	Survey Monuments	9	EA	\$	300.00	\$	2,700.00
14	Driveway Approach	14	EA	\$	600.00	\$	8,400.00
15	Traffic Striping & Signage	5,300	LF	\$	5.00	\$	26,500.00
16	Dewatering (budget)	5,300	LF	\$	75.00	\$	397,500.00
	Subtotal Street Work					\$	1,875,710.00
	STORM DRAIN						
17	Catch Basins (type I inlet)	10	EA	\$	2,400.00	\$	24,000.00
18	Catch Basins (type I inlet over type I manhole base)	9	EA	\$	2,800.00	\$	25,200.00
19	Catch Basins (type I inlet over type II manhole base)	3	EA	\$	5,000.00	\$	15,000.00
20	Catch Basins (type C inlet over type I manhole base)	4	EA	\$	2,800.00	\$	11,200.00
21	15" Storm Drain Pipe (polypropylene)	2,240	LF	\$	18.00	\$	40,320.00
22	18" Storm Drain Pipe (polypropylene)	680	LF	\$	20.00	\$	13,600.00
23	24" Storm Drain Pipe (polypropylene)	280	LF	\$	31.00	\$	8,680.00
24	30" Storm Drain Pipe (polypropylene)	200	LF	\$	45.00	\$	9,000.00
25	36" Storm Drain Pipe (polypropylene)	620	LF	\$	60.00	\$	37,200.00
26	Manholes (type I)	5	ËA	\$	3,000.00	\$	15,000.00
27	Manholes (type II)	1	ΕA	\$	5,000.00	\$	5,000.00
28	Connect to Existing	4	EA	\$	1,700.00	\$	6,800.00
29	Storm Drain Stub & Plug	3	EA	\$	1,000.00	\$	3,000.00
	Subtotal Storm Drain					\$	214,000.00
	SANITARY SEWER			•		•	50.000.00
30	8" Sanitary Sewer Pipe (PVC)	1,900	LF	\$	28.00	\$	53,200.00
31	10" Sanitary Sewer Pipe (PVC)	670	LF	\$	35.00	\$	23,450.00
32	Manholes (type I)	10	ËA	\$	4,000.00	\$	40,000.00
33	Manholes (type I w/ 60" Barrel)	1	EA	\$	4,000.00	\$	4,000.0
34	Connect to Existing	4	EA	\$	3,000.00	\$	12,000.0
35	Sanitary Sewer Stub & Plug	12	EA	\$	1,000.00	\$	12,000.00
	Subtotal Sanitary Sewer					\$	144,650.00

6200 STONERIDGE MALL ROAD SUITE 330, PLEASANTON CA 94585 · P 925,223 8840 · F 209 571 2466

T:25506-River Islands/Phase 42 - Stage 1B Town Center Public Street IP/Word & Excel/Cost Estimate/STAGE 1B TOWN CENTER PUBLIC STREET COST ESTIMATE(City Unit Prices).xlsx/TC PUB

		Mallice Science & Annual Science and Annual Science & Annual Science & Annual Science & Annual Science & Annual				ENGINEERI
tem	Description	Quantity	Unit		Unit Price	Amount
	WATER SUPPLY					
36	8" Water Line (including all appurtenances) (PVC)	4,260	LF	\$	32.00	\$ 136,320.00
37	10" Water Line (including all appurtenances) (PVC)	720	LF	\$	40.00	\$ 28,800.00
38	16" Water Line (including all appurtenances) (PVC)	610	LF	\$	80.00	\$ 48,800.00
39	Fire Hydrants	14	EA	\$	4,000.00	\$ 56,000.00
40	Temporary Blow Off Valve	26	EA	\$	1,000.00	\$ 26,000.00
41	8" Resilient Gate Valve	46	EA	\$	1,550.00	\$ 71,300.00
42	10" Resilient Gate Valve	9	EA	\$	2,500.00	\$ 22,500.00
43	16" Butterfly Valve	7	EA	\$	5,000.00	\$ 35,000.00
44	Connect to Existing	5	EA	\$	4,000.00	\$ 20,000.00
45	Water Stub & Plug	26	EA	\$	1,000.00	\$ 26,000.00
	Subtotal Water Supply					\$ 470,720.00
	ELECTRICAL					
46	Electroliers (assumed every 150')	36	EA	\$	5,000.00	\$ 180,000.00
47	Joint Trench	5,300	LF	\$	125.00	\$ 662,500.00
	Subtotal Electrical					\$ 842,500.00
	MISCELLANEOUS					
48	Parkway Landscape Strip	38,200	SF	\$	5.00	\$ 191,000.00
49	Median Landscaping	3,600	SF	\$	5.00	\$ 18,000.00
	Subtotal Miscellaneous					\$ 209,000.00
	TOTAL	ONSTRUCT		OT	(	3,757,000.00

Notes:

1) This estimate does not include surveying or engineering. Estimated cost for landscaping and irrigation may change with final plan approval.

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

6200 STONERIDGE MALL ROAD, SUITE 330, PLEASANTON, CA 94568 + (P. 925-223-8340) + (F. 209-571-2466

T:/25506-River Islands\Phase 42 - Stage 1B Town Center Public Street IP\Word & Excel\Cost Estimate\STAGE 1B TOWN CENTER PUBLIC STREET COST ESTIMATE(City Unit Prices).xisx\TC PUB STREET 102



March 8, 2024 Job No.: 25502-83

## DRAFT ENGINEER'S OPINION OF PROBABLE COST ISLANDER'S WAY PHASE 1B **RIVER ISLANDS**

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

ltem	Description	Quantity	Unit		Unit Price	 Amount
	ROADWAY					
1	4.5" AC	32,200	SF	\$	2.25	\$ 72,450.00
2	10" AB	32,200	SF	\$	1.50	\$ 48,300.00
3	6" AC Dike	680	LF	\$	10.00	\$ 6,800.00
4	Fine Grading	55,200	SF	\$	0.45	\$ 24,840.00
5	Curb & Gutter (Vertical)	475	LF	\$	15.00	\$ 7,125.00
6	Median Curb	850	LF	\$	18.00	\$ 15,300.00
7	Interim Path of Travel (4" AC)	1,480	SF	\$	2.00	\$ 2,960.00
8	Sidewalk (PCC)	2,250	SF	\$	5.00	\$ 11,250.00
9	Handicap Ramps	4	EA	\$	2,500.00	\$ 10,000.00
10	Survey Monuments	5	EA	\$	300.00	\$ 1,500.00
11	Traffic Striping & Signage	1,120	LF	\$	5.00	\$ 5,600.00
12	Dewatering (>60' RW) (Budget)	800	LF	\$	100.00	\$ 80,000.00
13	Sawcut & Demo	1	LS	\$	4,850.00	\$ 4,850.00
				Sub	total Roadway	\$ 290,975.00
	STORM DRAIN					
14	15" Storm Drain Pipe	560	LF	\$	34.00	\$ 19,040.00
15	24" Storm Drain Pipe	370	LF	\$	65.00	\$ 24,050.00
16	Catch Basins (Type A inlet over Type I Manhole Base)	3	EA	\$	2,800.00	\$ 8,400.00
17	Catch Basins (Type C inlet over Type I Manhole Base)	3	EA	\$	2,800.00	\$ 8,400.00
18	Manholes (Type I)	1	EA	\$	3,000.00	\$ 3,000.00
19	Connect to Existing	1	EA	\$	1,700.00	\$ 1,700.00
20	Stub & Plug	4	EA	\$	1,000.00	\$ 4,000.00
			Sı	ubtot	al Storm Drain	\$ 68,590.00
	SANITARY SEWER					
21	8" PVC	1,050	LF	\$	28.00	\$ 29,400.00
22	Manholes	4	EA	\$	4,000.00	\$ 16,000.00
23	Connect to Existing	1	EA	\$	3,000.00	\$ 3,000.00
24	Stub & Plug	7	EA	\$	1,000.00	\$ 7,000.00
			Subto	otal S	Sanitary Sewer	\$ 55,400.00

6200 STONERIDGE MALL ROAD, SUITE 330, PLEASANTON, CA 94585 + P. 925-223-8340 + P. 209-571-2466

ltem	Description		Quantity	Unit		Unit Price		Amount
	POTABLE WATER							
25	8" PVC		1,120	LF	\$	32.00	\$	35,840.00
26	8" RV		10	EA	\$	1,550.00	\$	15,500.00
27	20" BV		1	EA	\$	5,000.00	\$	5,000.00
28	Blow-Off		7	EA	\$	4,000.00	\$	28,000.00
29	ARV		1	EA	\$	2,500.00	\$	2,500.00
30	Fire Hydrants		2	EA	\$	4,000.00	\$	8,000.00
31	Connect to Existing		1	EA	\$	4,000.00	\$	4,000.00
32	Stub & Plug		6	EA	\$	1,000.00	\$	6,000.00
				Sub	otota	I Water Supply	\$	104,840.00
	NON-POTABLE WATER							
33	8" PVC		850	LF	\$	35.00	\$	29,750.00
34	8" RV		7	EA	\$	1,550.00	\$	10,850.00
35	Blow-Off		4	EA	\$	4,000.00	\$	16,000.00
36	Connect to Existing		1	EA	\$	3,000.00	\$	3,000.00
37	Stub & Plug		3	EA	\$	1,000.00	\$	3,000.00
			S	ubtotal	Non	-Potable Water	\$	62,600.00
	ELECTRICAL							
38	Electroliers (assumed every 150')		18	EA	\$	5,000.00	\$	90,000.00
39	Joint Trench		800	LF	\$	125.00	\$	100,000.00
		Subtotal Electrical					\$	190,000.00
	MISCELLANEOUS			_				
40	Parkway Landscape Strip		2,900	SF	\$	5.00	\$	14,500.00
41	Median Landscaping		3,000	SF	\$	5.00	\$	15,000.00
		Subtotal Miscellaneous					\$	29,500.00
		TOTAL	ONSTRUCT		лет	(meanent \$1,000)	¢	802 000 00

#### TOTAL CONSTRUCTION COST (nearest \$1,000) \$ 802,000.00

ENGINEERING

#### Notes:

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1) This estimate does not include surveying, clearing, grading, erosion control or engineering. Estimated cost for landscaping and irrigation may change with final plan approval.

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



March 12, 2024 Job No.: 25502-30

#### ENGINEER'S PRELIMINARY COST ESTIMATE COMMERCIAL STREET PHASE 1B **RIVER ISLANDS - STAGE 1**

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price		Amount
COMM	ERCIAL STREET (MARINA DRIVE TO RIVER ISLANDS PARK	WAY - 730 I	.F)				
	STREET WORK						
1	Fine Grading (76'-82' R/W)	56,600	SF	\$	0.45	\$	25,470.00
2	5.5" AC Paving	37,700	SF	\$	2.75	\$	103,675.00
3	8" Aggregate Base	37,700	SF	\$	1.20	\$	45,240.00
4	Vertical Curb and Gutter (with AB cushion)	1,450	LF	\$	15.00	\$	21,750.00
5	Type F Median Curb (with AB cushion)	460	LF	\$	18.00	\$	8,280.00
6	Concrete Sidewalk	11,300	SF	\$	5.00	\$	56,500.00
7	Driveway Approach	1	EA	\$	600.00	\$	600.00
8	Handicap Ramps	2	EA	\$	2,500.00	\$	5,000.00
9	Survey Monuments	2	EA	\$	300.00	\$	600.00
10	Traffic Striping & Signage	730	LF	\$	5.00	\$	3,650.00
11	Remove Existing Street Barricade	1	EA	\$	500.00	\$	500.00
12	Dewatering (budget)	730	LF	\$	75.00	\$	54,750.00
	Subtotal Street Work					\$	326,015.00
	STORM DRAIN						
13	Catch Basins (type A inlet over type I manhole base)	2	EA	\$	2,800.00	\$	5,600.00
14	24" Storm Drain Pipe	100	LF	\$	31.00	\$	3,100.00
15	42" Storm Drain Pipe	30	LF	\$	80.00	\$	2,400.00
16	Connect to Existing	3	EA	\$	1,700.00	\$	5,100.00
	Subtotal Storm Drain					\$	16,200.00
	SANITARY SEWER						
17	8" Sanitary Sewer Pipe	250	LF	\$	28.00	\$	7,000.00
18	Manholes	1	EA	\$	4,000.00	\$	4,000.00
19	Sanitary Sewer Service	2	EA	\$	600.00	\$	1,200.00
20	Connect to Existing	1	EA	\$	3,000.00	\$	3,000.00
	Subtotal Sanitary Sewer					\$	15,200.00
	WATER SUPPLY		. –	_		*	F0 400 0
21	16" Water Line (including all appurtenances)	730	LF	\$	80.00	\$	58,400.00
22	Fire Hydrants	2	EA	\$	4,000.00	\$	8,000.00
23	Connect to Existing	2	EA	\$	4,000.00	\$	8,000.00
	Subtotal Water Supply					\$	74,400.00

6200 STONERIDGE MALL ROAD, SUITE 330, PLEASANTON, CA 94586 + P. 925-223-8340 + P. 209 571-2456

						 ENGINEERING
ltem	Description	Quantity	Unit		Unit Price	Amount
	NON-POTABLE WATER					
24	16" Non-Potable Water Line (including all appurtenances)	720	LF	\$	80.00	\$ 57,600.00
25	Connect to Existing	2	EA	\$	3,000.00	\$ 6,000.00
	Subtotal Non-Potable Water					\$ 63,600.00
	ELECTRICAL					
26	Electroliers (assumed every 150')	5	EA	\$	5,000.00	\$ 25,000.00
27	Joint Trench	730	LF	\$	125.00	\$ 91,250.00
	Subtotal Electrical					\$ 116,250.00
	MISCELLANEOUS					
28	Parkway Landscape Strip	4,900	SF	\$	5.00	\$ 24,500.00
29	Median Landscaping	500	SF	\$	5.00	\$ 2,500.00
	Subtotal Miscellaneous					\$ 27,000.00
	TOTAL C	ONSTRUCT	ION CO	ST (	nearest \$1,000)	\$ 639,000.00

#### Notes:

1) This estimate does not include surveying or engineering. Estimated cost for landscaping and irrigation may change with final plan approval.

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



#### DRAFT ENGINEER'S OPINION OF PROBABLE COST RIVER ISLANDS - STAGE 1B ISLANDERS WAY CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 28, 2022 Job No.: 25505-60

ltem	Description	Quantity	Unit	Unit Price	Amount
	STREET WORK				
1	Fine Grading	87,100	SF	\$ 0.45	\$ 39,195.00
2	4.5" AC Paving	45,270	SF	\$ 2.25	\$ 101,857.50
3	10" Aggregate Base	45,270	SF	\$ 1.50	\$ 67,905.00
4	Vertical Curb and Gutter (with AB cushion)	2,350	LF	\$ 15.00	\$ 35,250.00
5	Vertical Curb (with AB cushion)	645	LF	\$ 14.00	\$ 9,030.00
6	Valley Gutter (with AB cushion)	195	LF	\$ 35.00	\$ 6,825.00
7	Type F Median Curb (with AB cushion)	620	LF	\$ 18.00	\$ 11,160.00
8	Concrete Sidewalk	14,020	SF	\$ 5.00	\$ 70,100.00
9	Handicap Ramps	11	EA	\$ 2,500.00	\$ 27,500.00
10	Survey Monuments	1	EA	\$ 300.00	\$ 300.00
11	Driveway Approach	3	EA	\$ 1,000.00	\$ 3,000.00
12	Traffic Striping & Signage	1,120	LF	\$ 5.00	\$ 5,600.00
13	Dewatering (budget)	1,120	LF	\$ 40.00	\$ 44,800.00
	Subtotal Street Work				\$ 422,523.00
	STORM DRAIN				
14	Catch Basins (type I inlet over type I manhole base)	4	EA	\$ 2,800.00	\$ 11,200.00
15	Catch Basins (type I inlet over type II manhole base)	3	EA	\$ 5,000.00	\$ 15,000.00
16	18" Storm Drain Pipe (polypropylene)	80	LF	\$ 46.00	\$ 3,680.00
17	24" Storm Drain Pipe (polypropylene)	510	LF	\$ 65.00	\$ 33,150.00
18	36" Storm Drain Pipe (class V RCP)	650	LF	\$ 95.00	\$ 61,750.00
19	Connect to Existing	1	EA	\$ 1,700.00	\$ 1,700.00
20	Storm Drain Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
	Subtotal Storm Drain				\$ 129,480.00
	SANITARY SEWER				
21	8" Sanitary Sewer Pipe (PVC)	430	LF	\$ 28.00	\$ 12,040.00
22	Manholes (type I)	1	EA	\$ 4,000.00	\$ 4,000.00
23	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
24	Sanitary Sewer Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
	Subtotal Sanitary Sewer				\$ 21,040.00

T: 25505-River Islands Phase 60 - Stage 1B Water Street IP EXCEL/Cost Estimate STAGE 1B ISLANDERS WAY COST ESTIMATE.xisx/ISLANDERS WAY

	Description	Quantity	Unit	1	Unit Price		Amount
em	Description	Quantity					Anount
	WATER SUPPLY						
25	8" Water Line (including all appurtenances) (PVC)	1,220	LF	\$	32.00	\$	39,040.00
26	Fire Hydrants	3	EA	\$	4,000.00	\$	12,000.00
27	8" Resilient Gate Valve	9	EA	\$	2,500.00	\$	22,500.00
8	Blow Off Valve	1	EA	\$	4,000.00	\$	4,000.00
9	Air Release Valve	1	ËA	\$	2,500.00	\$	2,500.00
30	Connect to Existing	2	EA	\$	4,000.00	\$	8,000.00
1	Temporary Water Blow Off at Stub	4	EA	\$	3,000.00	\$	12,000.00
	Subtotal Water Supply					\$	100,040.00
	NON-POTABLE WATER						
32	8" Non-Potable Water Line (including all appurtenances) (PVC)	1,010	LF	\$	-	\$	35,350.00
33	Blow Off Valve	3	EA	\$		\$	12,000.00
34	Air Release Valve	2	EA	\$	•	\$	5,000.00
35	8" Resilient Gate Valve	1	ËA	\$		\$	2,500.00
36	6" Non-Potable Water Service	2	EA	\$	5,000.00	\$	10,000.00
37	Connect to Existing	2	EA	\$	3,000.00	\$	6,000.00
	Subtotal Non-Potable Water					\$	70,850.00
	LAKE FILL LINE			•	50.00	•	40,000,00
38	14" Lake Fill Line (including all appurtenances) (PVC)	960	LF	\$	50.00	\$	48,000.00
39	3" Aeration Line (including all appurtenances) (PVC)	855	LF	\$	4.00	\$	3,420.00
40	Blow Off Valve	2	EA	\$	4,000.00	\$	8,000.00
41	Air Release Valve	2	EA	\$	2,500.00 5,000.00	\$ \$	5,000.00 5,000.00
42 43	14" Butterfly Valve Connect to Existing	1 2	EA EA	\$ \$	3,000.00	₽ \$	6,000.00
	Subtotal Lake Fill Line					\$	75,420.00
	ELECTRICAL	_				•	
44	Electroliers (assumed every 150')	17	EA	\$	5,000.00	\$	85,000.00
45	Joint Trench	1,120	LF	\$	125.00	\$	140,000.00
	Subtotal Electrical					\$	225,000.00
	MISCELLANEOUS			•		•	05 500 00
46	Parkway Landscape Strip	17,100	SF	\$	5.00		85,500.00
47	Median Landscaping	2,000	SF	\$	5.00	\$	10,000.00
	Subtotal Miscellaneous					\$	95,500.00
	SUBTOTAL ISLANDERS WAY CONSTRUCTION COST						1,139,853.00

#### Notes:

1) This estimate does not include surveying or engineering. Estimated cost for landscaping and irrigation may change with final plan approval.

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



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#### September 28, 2022 Job No.: 25505-61

#### DRAFT ENGINEER'S OPINION OF PROBABLE COST RIVER ISLANDS - STAGE 1B POLICE STATION 2ND ACCESS CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

**Unit Price** Unit Amount Quantity Item Description STREET WORK 0.45 \$ 13.140.00 29,200 SF \$ Fine Grading 1 39,880.00 19,940 SF \$ 2.00 \$ 4.5" AC Paving 2 44,865.00 19,940 SF \$ 2.25 \$ 3 10" Aggregate Base 27,150.00 LF 15.00 \$ Vertical Curb and Gutter (with AB cushion) 1,810 \$ 4 130 LF \$ 35.00 \$ 4,550.00 5 Valley Gutter (with AB cushion) 2 EA \$ 1,000.00 \$ 2,000.00 6 **Driveway Approach** LF \$ 5.00 \$ 4,300.00 860 7 Traffic Striping & Signage 135,885.00 \$ Subtotal Street Work STORM DRAIN EΑ \$ 2.800.00 \$ 11,200.00 4 8 Catch Basins (type I inlet over type I manhole base) 2,720.00 LF 34.00 \$ \$ 15" Storm Drain Pipe (polypropylene) 80 9 395 LF \$ 46.00 \$ 18,170.00 18" Storm Drain Pipe (polypropylene) 10 325.00 5 LF 65.00 \$ \$ 24" Storm Drain Pipe (polypropylene) 11 1,700.00 1,700.00 \$ \$ Connect to Existing 1 EA 12 2 EA \$ 1,000.00 \$ 2,000.00 Storm Drain Stub & Plug 13 36,115.00 \$ Subtotal Storm Drain WATER SUPPLY 23.040.00 8" Water Line (including all appurtenances) (PVC) 720 LF \$ 32.00 \$ 14 1 EA \$ 4,000.00 \$ 4,000.00 15 Fire Hydrants EA \$ 2,500.00 \$ 2,500.00 1 8" Resilient Gate Valve 16 4,000.00 \$ 2 EΑ 8,000.00 \$ 17 Connect to Existing \$ 37,540.00 Subtotal Water Supply ELECTRICAL 5,000.00 \$ 25,000.00 5 EA \$ Electroliers (assumed every 150') 18 860 LF 125.00 \$ 107,500.00 \$ Joint Trench 19 \$ 132,500.00 Subtotal Electrical **MISCELLANEOUS** 5.00 \$ 20,000.00 4,000 SF \$ 20 Parkway Landscape Strip 20,000.00 Subtotal Miscellaneous \$ SUBTOTAL POLICE STATION 2ND ACCESS ROAD CONSTRUCTION COST \$ 362,040.00 TOTAL CONSTRUCTION COST (nearest \$1,000) \$ 362,000.00

#### Notes:

1) This estimate does not include surveying, engineering, irrigation, or street trees.

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



#### DRAFT ENGINEER'S OPINION OF PROBABLE COST **RIVER ISLANDS - STAGE 1B TOWN CENTER PUBLIC STREETS** CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

February 13, 2024 Job No.: 25506-42

tem	Description	Quantity	Unit	 Unit Price	 Amount
	STREET WORK				
1	Fine Grading	261,200	SF	\$ 0.45	\$ 117,540.0
2	4.5" AC Paving	2,700	SF	\$ 2.25	\$ 6,075.0
3	5.5" AC Paving	161,300	SF	\$ 2.75	\$ 443,575.0
4	10" Aggregate Base	164,000	SF	\$ 1.50	\$ 246,000.0
5	14" Lime Treatment	161,300	SF	\$ 1.10	\$ 177,430.0
6	Vertical Curb and Gutter (with AB cushion)	6,740	LF	\$ 15.00	\$ 101,100.0
7	Vertical Curb (with AB cushion)	2,240	LF	\$ 14.00	\$ 31,360.0
8	Rolled Curb and Gutter (with AB cushion)	170	LF	\$ 15.00	\$ 2,550.0
9	Valley Gutter (with AB cushion)	250	LF	\$ 35.00	\$ 8,750.0
10	Type F Median Curb (with AB cushion)	960	LF	\$ 18.00	\$ 17,280.0
11	Concrete Sidewalk	46,290	SF	\$ 5.00	\$ 231,450.0
12	Handicap Ramps	23	EA	\$ 2,500.00	\$ 57,500.0
13	Survey Monuments	9	EA	\$ 300.00	\$ 2,700.0
14	Driveway Approach	14	EA	\$ 600.00	\$ 8,400.0
15	Traffic Striping & Signage	5,300	LF	\$ 5.00	\$ 26,500.0
16	Dewatering (budget)	5,300	LF	\$ 75.00	\$ 397,500.0
	Subtotal Street Work				\$ 1,875,710.0
	STORM DRAIN				
17	Catch Basins (type I inlet)	10	EA	\$ 2,400.00	\$ 24,000.0
18	Catch Basins (type I inlet over type I manhole base)	9	EA	\$ 2,800.00	\$ 25,200.0
19	Catch Basins (type I inlet over type II manhole base)	3	EA	\$ 5,000.00	\$ 15,000.0
20	Catch Basins (type C inlet over type I manhole base)	4	EA	\$ 2,800.00	\$ 11,200.0
21	15" Storm Drain Pipe (polypropylene)	2,240	LF	\$ 18.00	\$ 40,320.0
22	18" Storm Drain Pipe (polypropylene)	680	LF	\$ 20.00	\$ 13,600.0
23	24" Storm Drain Pipe (polypropylene)	280	LF	\$ 31.00	\$ 8,680.0
24	30" Storm Drain Pipe (polypropylene)	200	LF	\$ 45.00	\$ 9,000.0
25	36" Storm Drain Pipe (polypropylene)	620	LF	\$ 60.00	\$ 37,200.0
26	Manholes (type I)	5	EA	\$ 3,000.00	\$ 15,000.0
27	Manholes (type II)	1	EA	\$ 5,000.00	\$ 5,000.0
28	Connect to Existing	4	EA	\$ 1,700.00	\$ 6,800.0
29	Storm Drain Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.0
	Subtotal Storm Drain				\$ 214,000.0
	SANITARY SEWER				
30	8" Sanitary Sewer Pipe (PVC)	1,900	LF	\$ 28.00	\$ 53,200.0
31	10" Sanitary Sewer Pipe (PVC)	670	LF	\$ 35.00	\$ 23,450.0
32	Manholes (type I)	10	EA	\$ 4,000.00	\$ 40,000.0
33	Manholes (type i w/ 60" Barrel)	1	EA	\$ 4,000.00	\$ 4,000.0
34	Connect to Existing	4	EA	\$ 3,000.00	\$ 12,000.0
35	Sanitary Sewer Stub & Plug	12	EA	\$ 1,000.00	\$ 12,000.0
	Subtotal Sanitary Sewer				\$ 144,650.0

6200 STONERIDGE MALL ROAD, SUITE 330, PLEASANTON, CA 94588 + P. 925 223 8340 + F. 209 571 2485

T:/25506-River Islands/Phase 42 - Stage 1B Town Center Public Street IP/Word & Excel/Cost Estimate/STAGE 1B TOWN CENTER PUBLIC STREET COST ESTIMATE(City Unit Prices).xlsx/TC PUB STREET 110

em	Description	Quantity	Unit		Unit Price	 Amount
36	WATER SUPPLY 8" Water Line (including all appurtenances) (PVC)	4,260	LF	\$	32.00	\$ 136,320.00
37	10" Water Line (including all appurtenances) (PVC)	720	LF	\$	40.00	\$ 28,800.00
38	16" Water Line (including all appurtenances) (PVC)	610	LF	\$	80.00	\$ 48,800.00
39	Fire Hydrants	14	EA	\$	4,000.00	\$ 56,000.00
40	Temporary Blow Off Valve	26	EA	\$	1,000.00	\$ 26,000.00
41	8" Resilient Gate Valve	46	EA	\$	1,550.00	\$ 71,300.00
42	10" Resilient Gate Valve	9	EA	\$	2,500.00	\$ 22,500.00
43	16" Butterfly Valve	7	EA	\$	5,000.00	\$ 35,000.00
44	Connect to Existing	5	EA	\$	4,000.00	\$ 20,000.00
45	Water Stub & Plug	26	EA	\$	1,000.00	\$ 26,000.00
	Subtotal Water Supply					\$ 470,720.00
	ELECTRICAL					
46	Electroliers (assumed every 150')	36	EA	\$	5,000.00	\$ 180,000.00
47	Joint Trench	5,300	LF	\$	125.00	\$ 662,500.00
	Subtotal Electrical					\$ 842,500.00
	MISCELLANEOUS					
48	Parkway Landscape Strip	38,200	SF	\$	5.00	\$ 191,000.00
49	Median Landscaping	3,600	SF	\$	5.00	\$ 18,000.00
	Subtotal Miscellaneous					\$ 209,000.00
	TOTAL C	ONSTRUCT		ST	(nearest \$1.000)	\$ 3,757,000.00

Notes:

1) This estimate does not include surveying or engineering. Estimated cost for landscaping and irrigation may change with final plan approval.

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

6200 STONERIDGE MALL ROAD SUITE 330, PLEASANTONI CA 94585 • P. 925 223 8340 • F-209 571 2466



March 12, 2024 Job No.: 25502-30

## ENGINEER'S PRELIMINARY COST ESTIMATE COMMERCIAL STREET PHASE 1B RIVER ISLANDS - STAGE 1

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

ltem	Description	Quantity	Unit	Unit Price	 Amount
OMM	ERCIAL STREET (MARINA DRIVE TO RIVER ISLANDS PA	RKWAY . 730 I	Ð		
<b>U</b>	STREET WORK		-• /		
1	Fine Grading (76'-82' R/W)	56,600	SF	\$ 0.45	\$ 25,470.0
2	5.5" AC Paving	37,700	SF	\$ 2.75	\$ 103,675.0
3	8" Aggregate Base	37,700	SF	\$ 1.20	\$ 45,240.0
4	Vertical Curb and Gutter (with AB cushion)	1,450	LF	\$ 15.00	\$ 21,750.0
5	Type F Median Curb (with AB cushion)	460	LF	\$ 18.00	\$ 8,280.0
6	Concrete Sidewalk	11,300	SF	\$ 5.00	\$ 56,500.0
7	Driveway Approach	, 1	EA	\$ 600.00	\$ 600.0
8	Handicap Ramps	2	EA	\$ 2,500.00	\$ 5,000.0
9	Survey Monuments	2	EA	\$ 300.00	\$ 600.0
10	Traffic Striping & Signage	730	LF	\$ 5.00	\$ 3,650.0
11	Remove Existing Street Barricade	1	EA	\$ 500.00	\$ 500.0
12	Dewatering (budget)	730	LF	\$ 75.00	\$ 54,750.0
	Subtotal Street Wo	rk			\$ 326,015.0
	STORM DRAIN				
13	Catch Basins (type A inlet over type I manhole base)	2	EA	\$ 2,800.00	\$ 5,600.0
14	24" Storm Drain Pipe	100	LF	\$ 31.00	\$ 3,100.0
15	42" Storm Drain Pipe	30	LF	\$ 80.00	\$ 2,400.0
16	Connect to Existing	3	EA	\$ 1,700.00	\$ 5,100.0
	Subtotal Storm Dra	in			\$ 16,200.0
	SANITARY SEWER				
17	8" Sanitary Sewer Pipe	250	LF	\$ 28.00	\$ 7,000.0
18	Manholes	1	EA	\$ 4,000.00	\$ 4,000.0
19	Sanitary Sewer Service	2	EA	\$ 600.00	\$ 1,200.0
20	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.0
	Subtotal Sanitary Sew	er			\$ 15,200.0
	WATER SUPPLY				
21	16" Water Line (including all appurtenances)	730	LF	\$	\$ 58,400.0
22	Fire Hydrants	2	EA	\$ 4,000.00	\$ 8,000.0
23	Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000.0
	Subtotal Water Supp	lv			\$ 74,400.0

6000 STONERIDGE MALL ROAD, SUITE 330, PLEASANTON, CA 94588 + P. 925 223 8340 + F. 209 571 2466

							ENGINEERING
Item	Description	Quantity	Unit		Unit Price	2 X 12 + 2 + 2 + 2 + 2 + 2 + 2 + 2 + 2 + 2	Amount
	NON-POTABLE WATER	700		•	00.00	•	F7 000 00
24	16" Non-Potable Water Line (including all appurtenances)	720	LF	\$	80.00	\$	57,600.00
25	Connect to Existing	2	EA	\$	3,000.00	\$	6,000.00
	Subtotal Non-Potable Water					\$	63,600.00
	ELECTRICAL						
26	Electroliers (assumed every 150')	5	EA	\$	5,000.00	\$	25,000.00
27	Joint Trench	730	LF	\$	125.00	\$	91,250.00
	Subtotal Electrical					\$	116,250.00
	MISCELLANEOUS						
28	Parkway Landscape Strip	4,900	SF	\$	5.00	\$	24,500.00
29	Median Landscaping	500	SF	\$	5.00	\$	
	Subtotal Miscellaneous					\$	27,000.00
	TOTAL C	ONSTRUCT		OST (	nearest \$1,000)	\$	639,000.00

#### Notes:

1) This estimate does not include surveying or engineering. Estimated cost for landscaping and irrigation may change with final plan approval.

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



March 8, 2024 Job No.: 25502-83

# DRAFT ENGINEER'S OPINION OF PROBABLE COST **ISLANDER'S WAY** PHASE 1B **RIVER ISLANDS**

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

ltem	Description	Quantity	Unit		Unit Price	 Amount
	ROADWAY					
1	4.5" AC	32,200	SF	\$	2.25	\$ 72,450.00
2	10" AB	32,200	SF	\$	1.50	\$ 48,300.00
3	6" AC Dike	680	LF	\$	10.00	\$ 6,800.00
4	Fine Grading	55,200	SF	\$	0.45	\$ 24,840.00
5	Curb & Gutter (Vertical)	475	LF	\$	15.00	\$ 7,125.00
6	Median Curb	850	LF	\$	18.00	\$ 15,300.00
7	Interim Path of Travel (4" AC)	1,480	SF	\$	2.00	\$ 2,960.00
8	Sidewalk (PCC)	2,250	SF	\$	5.00	\$ 11,250.00
9	Handicap Ramps	4	EA	\$	2,500.00	\$ 10,000.00
10	Survey Monuments	5	EA	\$	300.00	\$ 1,500.00
11	Traffic Striping & Signage	1,120	LF	\$	5.00	\$ 5,600.00
12	Dewatering (>60' RW) (Budget)	800	LF	\$	100.00	\$ 80,000.00
13	Sawcut & Demo	1	LS	\$	4,850.00	\$ 4,850.00
				Subt	otal Roadway	\$ 290,975.00
	STORM DRAIN					
14	15" Storm Drain Pipe	560	LF	\$	34.00	\$ 19,040.00
15	24" Storm Drain Pipe	370	LF	\$	65.00	\$ 24,050.00
16	Catch Basins (Type A inlet over Type I Manhole Base)	3	EA	\$	2,800.00	\$ 8,400.00
17	Catch Basins (Type C inlet over Type I Manhole Base)	3	EA	\$	2,800.00	\$ 8,400.00
18	Manholes (Type I)	1	EA	\$	3,000.00	\$ 3,000.00
19	Connect to Existing	1	EA	\$	1,700.00	\$ 1,700.00
20	Stub & Plug	4	EA	\$	1,000.00	\$ 4,000.00
			Su	ubtota	al Storm Drain	\$ 68,590.00
	SANITARY SEWER					
21	8" PVC	1,050	LF	\$	28.00	\$ 29,400.00
22	Manholes	4	EA	\$	4,000.00	\$ 16,000.00
23	Connect to Existing	1	EA	\$	3,000.00	\$ 3,000.00
24	Stub & Plug	7	EA	\$	1,000.00	\$ 7,000.00
			Subto	otal Sa	anitary Sewer	\$ 55,400.00



Item	Description		Quantity	Unit		Unit Price	 Amount
	POTABLE WATER						
25	8" PVC		1,120	LF	\$	32.00	\$ 35,840.00
26	8" RV		10	EA	\$	1,550.00	\$ 15,500.00
27	20" BV		1	EA	\$	5,000.00	\$ 5,000.00
28	Blow-Off		7	EA	\$	4,000.00	\$ 28,000.00
29	ARV		1	EA	\$	2,500.00	\$ 2,500.00
30	Fire Hydrants		2	EA	\$	4,000.00	\$ 8,000.00
31	Connect to Existing		1	EA	\$	4,000.00	\$ 4,000.00
32	Stub & Plug		6	EA	\$	1,000.00	\$ 6,000.00
				Sut	otota	Water Supply	\$ 104,840.00
	NON-POTABLE WATER						
33	8" PVC		850	LF	\$	35.00	\$ 29,750.00
34	8" RV		7	EA	\$	1,550.00	\$ 10,850.00
35	Blow-Off		4	EA	\$	4,000.00	\$ 16,000.00
36	Connect to Existing		1	EA	\$	3,000.00	\$ 3,000.00
37	Stub & Plug		3	EA	\$	1,000.00	\$ 3,000.00
			S	ubtotal	Non-	Potable Water	\$ 62,600.00
	ELECTRICAL						
38	Electroliers (assumed every 150')		18	EA	\$	5,000.00	\$ 90,000.00
39	Joint Trench		800	LF	\$	125.00	\$ 100,000.00
		Subtotal Electrical					\$ 190,000.00
	MISCELLANEOUS						
40	Parkway Landscape Strip		2,900	SF	\$	5.00	\$ 14,500.00
41	Median Landscaping		3,000	SF	\$	5.00	\$ 15,000.00
		Subtotal Miscellaneous					\$ 29,500.00
		TOTAL C	ONSTRUCT		OST (	nearest \$1,000)	\$ 802,000.00

#### Notes:

1) This estimate does not include surveying, clearing, grading, erosion control or engineering. Estimated cost for landscaping and irrigation may change with final plan approval.

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

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC & Califia, LLC) Tract 4167 Town Center

# EXHIBIT "E"

## **IMPROVEMENT PLANS ASSOCIATED WITH TRACT 4167**

		Public or Private	
ID	DESCRIPTION	Improvements	Approval Date
1	Stage 1B Town Center North Public Street Improvement Plans	Public	Not Approved
2	Stage 1B Islanders Way North Improvement Plans	Public	9/9/2020
3	Stage 1B River Islands Parkway Widening Improvement Plans	Public	9/18/2023
4	Stage 1B River Islands Parkway (Somerston Pkwy to McKee Blvd) Improvement Plans	Public	6/21/2016
5	Stage 1B Somerston Parkway North Improvement Plans	Public	12/15/2016
6	Stage 1B Town Center Community Stadium Landscape Improvement Plans	Private	Not Approved
7	Stage 1B Town Center Community Stadium Parking Lot Improvement Plans	Private	Not Approved
8	Stage 1B Baseball Stadium (The Field) On-Site Improvement Plans	Private	Not Approved
9	Stage 1B Baseball Stadium (The Field) Landscape Improvement Plans	Private	Not Approved
9	Stage 1B Baseball Stadium (The Field) Landscape Improvement Plans RIVER ISLANDS - STAGE 1B TOWN CENTER (SOUTH) LIST OF IMPROVE		Not Approved
		MENT PLANS	Not Approved
	RIVER ISLANDS - STAGE 1B TOWN CENTER (SOUTH) LIST OF IMPROVE	MENT PLANS Public or Private	
ID	RIVER ISLANDS - STAGE 1B TOWN CENTER (SOUTH) LIST OF IMPROVE DESCRIPTION	MENT PLANS Public or Private Improvements	Approval Date
ID 1	RIVER ISLANDS - STAGE 1B TOWN CENTER (SOUTH) LIST OF IMPROVE DESCRIPTION Stage 1B Town Center Islanders Way South Improvement Plans	MENT PLANS Public or Private Improvements Public	Approval Date 6/26/2023
ID 1 2	RIVER ISLANDS - STAGE 1B TOWN CENTER (SOUTH) LIST OF IMPROVE DESCRIPTION Stage 1B Town Center Islanders Way South Improvement Plans Stage 1B Salvatore Way Improvement Plans	MENT PLANS Public or Private Improvements Public Public	Approval Dat 6/26/2023 6/26/2023
ID 1 2 3	RIVER ISLANDS - STAGE 1B TOWN CENTER (SOUTH) LIST OF IMPROVE DESCRIPTION Stage 1B Town Center Islanders Way South Improvement Plans Stage 1B Salvatore Way Improvement Plans Stage 1B Marina Drive & Commercial Street Improvement Plans	MENT PLANS Public or Private Improvements Public Public Public Public	Approval Date 6/26/2023 6/26/2023 4/29/2015
ID 1 2 3 4	RIVER ISLANDS - STAGE 1B TOWN CENTER (SOUTH) LIST OF IMPROVE DESCRIPTION Stage 1B Town Center Islanders Way South Improvement Plans Stage 1B Salvatore Way Improvement Plans Stage 1B Marina Drive & Commercial Street Improvement Plans Stage 1B 1B1 Backbone Roads Improvement Plans	MENT PLANS Public or Private Improvements Public Public Public Public Public Public	Approval Dat 6/26/2023 6/26/2023 4/29/2015 2/2/2016

Private

Not Approved

7

Stage 1B Village Center Apartment Improvement Plans

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 4167; Escrow No. 1214022608

Dear Lori:

This letter constitutes the joint escrow instructions ("*Escrow Instructions*") of Califia, LLC, a California limited liability company ("*Califia*"), River Islands Custom Homesites, LLC, a Delaware limited liability company, 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 Califia 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 June 30, 2024, at the time designated in writing by Califia, subject to satisfaction of the conditions set forth below (each a "*Closing*"). If the Final Map has not been recorded by December 31, 2024, ORTC will return the Final Map to the City.

# B. Documents to be Delivered and Recordation Documents

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

B.1. One original Final Map for Tract 4167, 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. 5 (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 Califia).

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 Califia).

B.5. A fully executed and acknowledged Common Use Agreement for the Stage 1 (Zone B) Portion of Levee Easement that Affects Salvatore Way and Adjacent

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Public Utility Easement by and between the City of Lathrop and Island Reclamation District No. 2062 (provided to title by Califia).

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) 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 #2); (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 No. 2013-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin cindy@goodwinconsultinggroup.net, Susan Dell'Osso Group. Consulting (sdellosso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

# C. Funds and Settlement Statement

You also have received, or will receive from Califia, 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 Califia 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 Califia.

• 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 **\$488,883.96**, 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 129.54 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

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(<u>dbelmar@riverislands.com</u>); (c) Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>); (d) Salvador Navarrete (<u>snavarrete@ci.lathrop.ca.us</u>; (e) Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;

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

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

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

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

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

# E. <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 Califia that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

Califia, 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@sjgov.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, Califia, 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 President Califia, LLC Date

Susan Dell'Osso Date President River Islands Custom Homesites, LLC

# ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from Califia 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 Califia 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:	

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#### **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

#### FIFTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

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City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) Annexation No. 5

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 Fifth 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 Fifth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

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

Dated: \_\_\_\_\_, 2024.

By: \_\_\_\_

City Clerk, City of Lathrop

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## EXHIBIT A

## CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2) ANNEXATION NO. 5 ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN ANNEXATION NO. 5 TO CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2) San Joaquin County

	Sun Jouquin County
Name(s) of Property Owner(s)	Assessor's Parcel No.

CALIFIA, LLC 73 W. STEWART RD., LATHROP, CA 95330 213-310-43

# EXHIBIT B

# CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2) ANNEXATION NO. 5

## 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:

	of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022- 23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential P	roperty:			
Property Single Fa Property Single Fa Property Single Fa Property Single Fa Property	mily Detached mily Detached mily Detached mily Detached mily Detached mily Detached mily Attached 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	\$432.29 per SFD Lot \$349.02 per SFD Lot \$320.21 per SFD Lot \$272.18 per SFD Lot \$252.96 per SFD Lot \$0.00 per Unit \$0.00 per Unit	\$205.02 per SFD Lot \$165.53 per SFD Lot \$151.87 per SFD Lot \$129.09 per SFD Lot \$119.97 per SFD Lot \$0.00 per Unit \$0.00 per Unit
	lential 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:

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

# 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 #2)

To the Honorable City Council, City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "<u>Unanimous Approval</u>") of Califia, LLC, the record owner(s) (the "<u>Property Owner</u>") of the fee title to the real property identified below (the "<u>Property</u>") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "<u>Act</u>") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)" (the "<u>CFD</u>"), and it states as follows:

1. **Property Owner**. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities and Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

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5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIIIA of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on June 28, 2023, as Document No. 2023-050810 in the Office of the County Recorder of the County of San Joaquin. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor's Parcel No. 213-310-43

Property Address: N/A

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

CALIFIA, LLC a Delaware limited liability company

By:	manta
Name:	Susan Dell'Osso
Title:	President

Notice Address:

Califia, LLC 73 W. Stewart Rd., Lathrop, CA 95330

(Attach acknowledgment)

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 March 13, 2024, before me, Debbie E. Belmar, a Notary Public, personally appeared Susan Dell'Osso, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

I certify under PENALTY OF PERJURY under the

Signature Debbie E. Belman

Signature of Notary Public

Place Notary Seal Above

- OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document			
Title or Type of Document:	Document Date:		
Number of Pages: Signer(s) Other Tha	n Named Above:		
Capacity(ies) Claimed by Signer(s)			
Signer's Name:	Signer's Name:		
Corporate Officer – Title(s):	Corporate Officer – Title(s):		
🗆 Partner – 🗆 Limited 🗇 General	🗆 Partner – 🗆 Limited 🛛 General		
Individual Attorney in Fact	🗆 Individual 🛛 🗆 Attorney in Fact		
Trustee     Guardian or Conservator	Trustee Guardian or Conservator		
Other:	Other:		
Signer is Representing:	Signer is Representing:		

#### EXHIBIT A

# CITY OF LATHROP Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)

#### **DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES**

#### Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

#### **Facilities**

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and Cl Street, as well as other backbone and

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arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

## Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

# <u>Other</u>

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

## EXHIBIT B

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

# **RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

## A. **DEFINITIONS**

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this RMA.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

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"Authorized Services" means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

"CFD" means the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2).

"CFD Formation" means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

"Development Agreement" means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder's Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

**"Escalation Factor"** means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2022 to April 2023.

**"Facilities Special Tax"** means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

**"Facilities Special Tax Requirement"** means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

"Final Map" means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq)

that creates SFD Lots. The term "Final Map" shall not include any large lot subdivision map, Assessor's Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Review Process" means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Maximum Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C below.

"Maximum Services Special Tax" means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

"Maximum Special Taxes" means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

"Non-Residential Property" means all Assessor's Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

"Non-Residential Square Footage" means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

"**Proportionately**" means, for the Services Special Tax, that the ratio of the actual Services Special Tax levied in any Fiscal Year to the Maximum Services Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property. For the Facilities Special Tax, "Proportionately" means that the ratio of the actual Facilities Special Tax levied in any Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property.

"Public Property" means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

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"Residential Property" means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Services Special Tax" means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

"Services Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a singlefamily detached unit shall not be considered a separate Unit for purposes of this RMA.

"Special Taxes" means, collectively, the Facilities Special Tax and the Services Special Tax.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

"Tax Zone" means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. *All of the property within the CFD at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established

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when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this RMA.

**"Trigger Event"** will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined for each Tax Zone pursuant to Section C shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

"Unit" means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

# B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (ii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iii) for Single Family Detached Property, the square footage of each SFD Lot, (iv) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (v) whether the Trigger Event has occurred; and (vi) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

# C. <u>MAXIMUM SPECIAL TAXES</u>

# 1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event. A different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

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

# TABLE 1MAXIMUM SERVICES SPECIAL TAXTAX ZONE 1

\* On July 1, 2023 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

# 2. Facilities Special Tax, Tax Zone 1

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 2
MAXIMUM FACILITIES SPECIAL TAX
TAX ZONE 1

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property: Single Family Detached Property Single Family Attached Property Multi-Family 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	<ul> <li>0.00 per SFD Lot</li> <li>0.00 per Unit</li> <li>0.00 per Unit</li> </ul>	\$227.27 per SFD Lot \$183.49 per SFD Lot \$168.34 per SFD Lot \$143.09 per SFD Lot \$132.99 per SFD Lot \$ 0.00 per Unit \$ 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 until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 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.

# 3. Maximum Special Taxes for Mixed-Use Buildings

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Taxes for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

# 4. *Reduction of the Maximum Special Taxes*

If, in any Fiscal Year, the City determines pursuant to the Fiscal Review Process that the Maximum Special Taxes within one or more Tax Zones should be reduced, the Maximum Special Taxes within the Tax Zones may be reduced without a vote of the qualified CFD electors. An Amended Notice of Special Tax Lien reflecting the reduced Maximum Special Taxes shall be recorded against the Parcels within such Tax Zones.

# D. <u>METHOD OF LEVY OF THE SPECIAL TAXES</u>

# 1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

# 2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

# E. <u>MANNER OF COLLECTION OF SPECIAL TAXES</u>

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

# F. <u>EXEMPTIONS</u>

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

# G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rates, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

# EXHIBIT C

# CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2) ANNEXATION NO. 5

## 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:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022- 23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property:			
SingleFamilyDetachedPropertySingleFamilyDetachedPropertySingleFamilyDetachedPropertySingleFamilyDetachedPropertySingleFamilyDetachedPropertySingleFamilyDetachedPropertySingleFamilyDetachedPropertySingleFamilyAttachedPropertyMulti-FamilyProperty	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	\$432.29 per SFD Lot \$349.02 per SFD Lot \$320.21 per SFD Lot \$272.18 per SFD Lot \$252.96 per SFD Lot \$0.00 per Unit \$0.00 per Unit	\$205.02 per SFD Lot \$165.53 per SFD Lot \$151.87 per SFD Lot \$129.09 per SFD Lot \$119.97 per SFD Lot \$0.00 per Unit \$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:

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

RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

CITY OF LATHROP ATTN: CITY CLERK 390 TOWNE CENTRE DRIVE LATHROP, CA 95330 Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# COMMON USE AGREEMENT FOR THE STAGE 1 (ZONE B) PORTION OF LEVEE EASEMENT THAT AFFECTS SALVATORE WAY AND RIVERFRONT DRIVE BY AND BETWEEN THE CITY OF LATHROP AND ISLAND RECLAMATION DISTRICT NO. 2062

This COMMON USE AGREEMENT FOR SALVATORE WAY AND RIVERFRONT DRIVE, associated with Phase 1 of River Islands at Lathrop entered into effective March 25, 2024 ("Agreement"), and is made and entered into by ISLAND RECLAMATION DISTRICT NO. 2062, a reclamation district organized under the laws of the State of California ("District"), and the CITY OF LATHROP, a municipal corporation in the State of California ("City"), together the "Parties."

## **RECITALS**

A. This Agreement relates to certain real property to be dedicated by Califia, LLC, to City for public right of way purposes known as Salvatore Way and Riverfront Drive; local streets within the River Islands at Lathrop Master Planned Community, ("River Islands Site"), more specifically within the proposed Town Center District.

B. The Agreement does not include the dedication of additional public utility easements (PUEs) adjacent to the right of way of Salvatore Way and Riverfront Drive, since PUEs were already dedicated with the Irrevocable Offer of Dedication ("IOD") for Salvatore Way and Islanders Way, recorded on February 7, 2024 (Document Number: 2024-009966) and joint trench and other utilities associated with Riverfront Drive will be located on the south side of this street and not along the north side.

B. On September 14, 2015, the Califia recorded an easement across properties owned by Califia for the right to control and maintain the levee constructed by District for flood protection purposes to protect development of the Stage 1 Zone B sub-planning area of the River Islands Site ("Levee Easement").

C. Califia has proposed Tract 4167, a final map that will create a mixed-use subdivision within the Town Center District of Stage 1 sub-planning of the River Islands Site. Tract 4167 contains Salvatore Way and Riverfront Drive, streets that extend into a portion of the existing Levee Easement as depicted in **Exhibit A** to this Agreement.

D. Since the Levee Easement has been recorded to provide appropriate legal access and authority to District for its flood protection works ("District Works") in accordance with the State Water Code and applicable FEMA regulations, and these levees are designed to provide 200-year Urban Level of Flood Protection (ULOP) in accordance with approved State Department of Water Resources Standards, prior to the approval of Tract 4167 and the dedication of right of way for the Town Center Portion of Salvatore Way and Riverfront Drive, the Parties acknowledge and agree that it is necessary for the Parties to enter into an agreement to outline the duties and responsibilities of each Party, for the betterment of the public and to avoid conflicts in each Party's individual obligations under applicable law to the portion of right of way associated with Salvatore Way and Riverfront Drive ("Common Use Area").

# **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the Parties do hereby agree as follows:

1. City hereby agrees to the construction, reconstruction, maintenance or use by District of the District Works located within the Common Use Area which is more particularly described on **Exhibit A** to this Agreement, incorporated herein by this reference.

2. District hereby agrees to the construction, reconstruction, maintenance or use by City of the Town Center Portion of Salvatore Way and Riverfront Drive within the Common Use Area which is more particularly depicted on **Exhibit A** to this Agreement, incorporated herein by this reference.

3. District and City acknowledge the priority of title of each other wherever applicable to the Common Use Area.

4. District has reviewed the Town Center improvement plans for surface improvements, underground pipelines, street lighting, landscaping and joint trench construction prepared by O'Dell Engineering and Power Systems Design and has no objections to the design and proposed construction of the facilities on these improvement plans, including streetlights located within the Common Use Area.

5. In the event that the future use of the Town Center Portion of Salvatore Way and/or Riverfront Drive at any time necessitate rearrangement, relocation or reconstruction of any of the District's works within the Common Use Area, City shall notify District in writing of such necessity pursuant to applicable sections of the Water Code and City agrees to pay the cost of such rearrangement, relocation or reconstruction of District Works following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the District, which approval shall not be unreasonably withheld.

6. In the event that the future use of the District Works shall at any time necessitate rearrangement, relocation or reconstruction of any of the Town Center Portion of Salvatore Way and/or Riverfront Drive within the Common Use Area, District shall notify City in writing of such necessity and District agrees to pay the cost of such rearrangement, relocation or reconstruction of Town Center Portion of Salvatore Way and/or Riverfront Drive and adjacent public utility easements (if effected) following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the City, which approval shall not be unreasonably withheld.

7. City shall pay the cost to maintain, repair or replace City's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by District, except for damage resulting from maintenance, repair or replacement by District.

8. District or its assignees shall pay the cost to maintain, repair and replace District's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by City, excepting damage resulting from maintenance, repair or replacement by City.

9. District, when working within the Common Use Area shall comply with the following provisions:

(a) Except in times of emergency, including during a high water or flooding event, District shall provide reasonable notice to City before performing any work in the Common Use Area where such work will be performed in or on the traveled way or improved shoulders, sidewalk or landscaping of the roadway or will otherwise obstruct vehicular and/or pedestrian traffic.

(b) In all cases, District shall make adequate provisions for the protection of the travelling public and provide such barricades and safety devices as are required by City standards, and in cases of non-emergency, provide a Traffic Control Plan as required by City standards and specifications.

(c) All work shall be planned and carried out so there will be minimum inconvenience to the traveling public.

(d) All work shall be replacement in kind, conform to the existing facilities as to width and depth of surfacing thereof, meet all applicable City standards and specifications as determined by the City Engineer and shall be subject to inspection by City.

10. District and City shall use said Common Use Area in such manner as to not unreasonably interfere with the rights of either Party.

11. District shall not be responsible for any damage occurring to the City facilities in the Common Use Area that are not as a direct result of the District's maintenance, construction or reconstruction activities, or from its flood control facilities located on or near the Common Use Area. All costs for repairing such damage to City's facilities shall be borne by City.

12. City shall not be responsible for any damage occurring to District facilities in the Common Use Area that are not as a direct result of the City's maintenance, construction or reconstruction activities of its right of way or improvements on or near the Common Use Area. All costs for repairing such damage to District's facilities shall be borne by District.

13. District is responsible for maintaining the aesthetic, structural integrity, and safety of its pedestrian bridges constructed by District that may transverse City right of way, including without limitation the Town Center Portion of Salvatore Way and Riverfront Drive, and the bridge decks, piers, foundations, railings, abutment walls, and ramps. City shall not be responsible for the inspection, maintenance or repair of any District pedestrian bridges, including safety inspections of the bridge structure, footings, or abutments.

14. District shall be responsible for the vegetation and weed control activities of its levee slopes and adjacent areas that may transverse the Common Use Area. City shall be responsible for any

landscaping and irrigation improvements within its right of way, including within the Common Use Area. The City or its assignees shall become responsibility for weed control within portions of the Common Use Area that are landscaped by the City.

15. To the extent that the City's rights to its right of way or any adjacent PUEs for Salvatore Way and/or Riverfront Drive under the applicable laws of the State of California do not hinder or conflict with the rights of the District under applicable laws of the State of California, such rights of the District shall remain and be in full force and effect. Should any conflict with the rights of the City by rights of the District be identified, the District hereby subrogates its rights to the City, subject to review and approval of the District's legal counsel.

16. This Agreement shall not have a prescribed term. Termination of Agreement shall only occur if the Common Use Area ceases to be in existence and the need for this Agreement and its rights and obligations contained herein cease to be necessary. Either Party may provide written notice of such termination, subject to review and verification of the other Party.

17. Notices. Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

City of Lathrop Attention: City Clerk 390 Towne Centre Lathrop, CA 95330

Reclamation District No. 2062 73 West Stewart Road Lathrop, CA 95330 Attention: President

18. This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. Neither Party will assign nor sublet this Agreement without the prior written consent of the other Party.

19. This Agreement is governed by California law.

20. This Agreement may not be modified or amended except in writing signed by both parties.

21. Each party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all Federal, State and local laws, statutes, orders, ordinances, rules, and regulations.

22. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee or other interest in a party's real property to the other Party.

23. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings.

IN WITNESS WHEREOF, the City and District have signed this Agreement effective as of the Effective Date.

# **CITY OF LATHROP** A California municipal corporation

ISLAND RECLAMATION DISTRICT NO. 2062, a California reclamation district

By: \_\_\_\_\_\_\_Susan Dell'Osso, President

**ATTEST:** 

By:

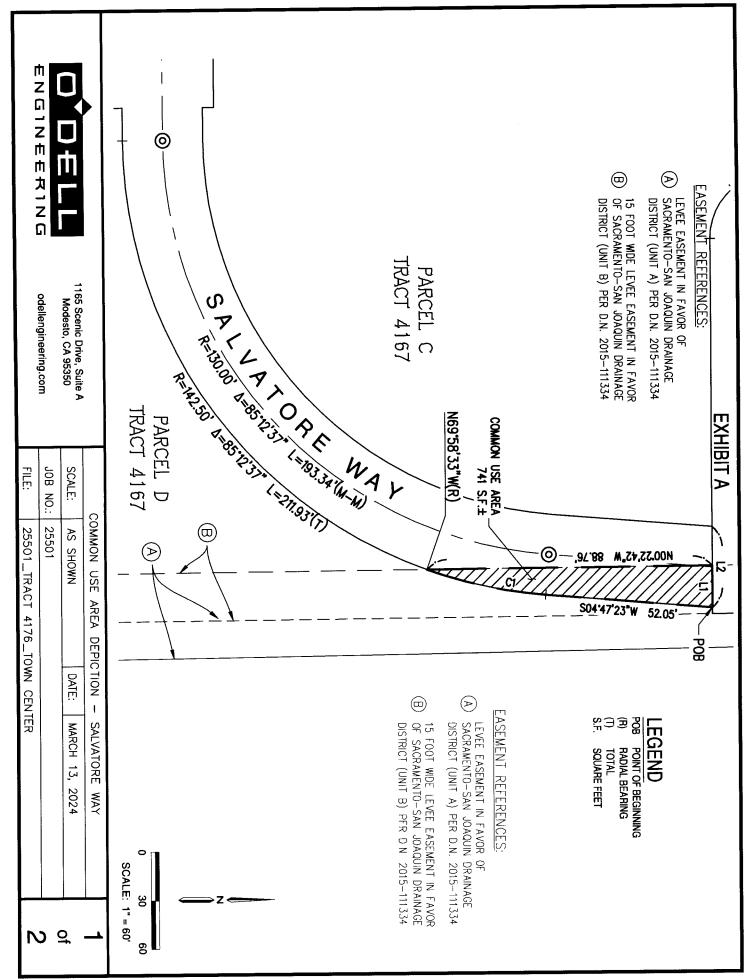
Teresa Vargas, City Clerk

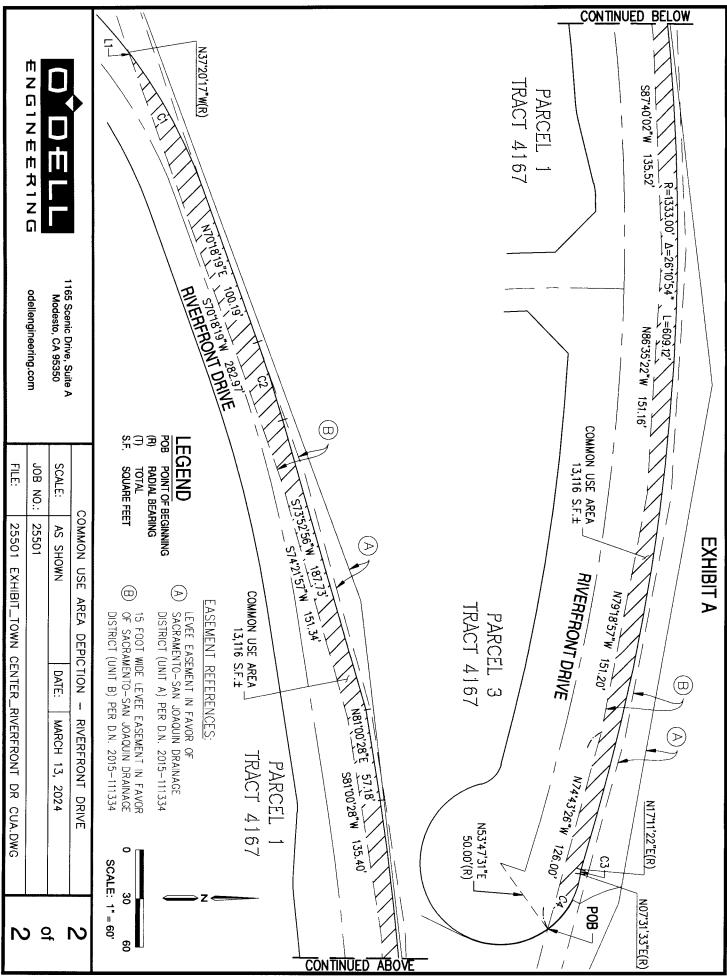
APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:

By:

Salvador V. Navarrete, City Attorney

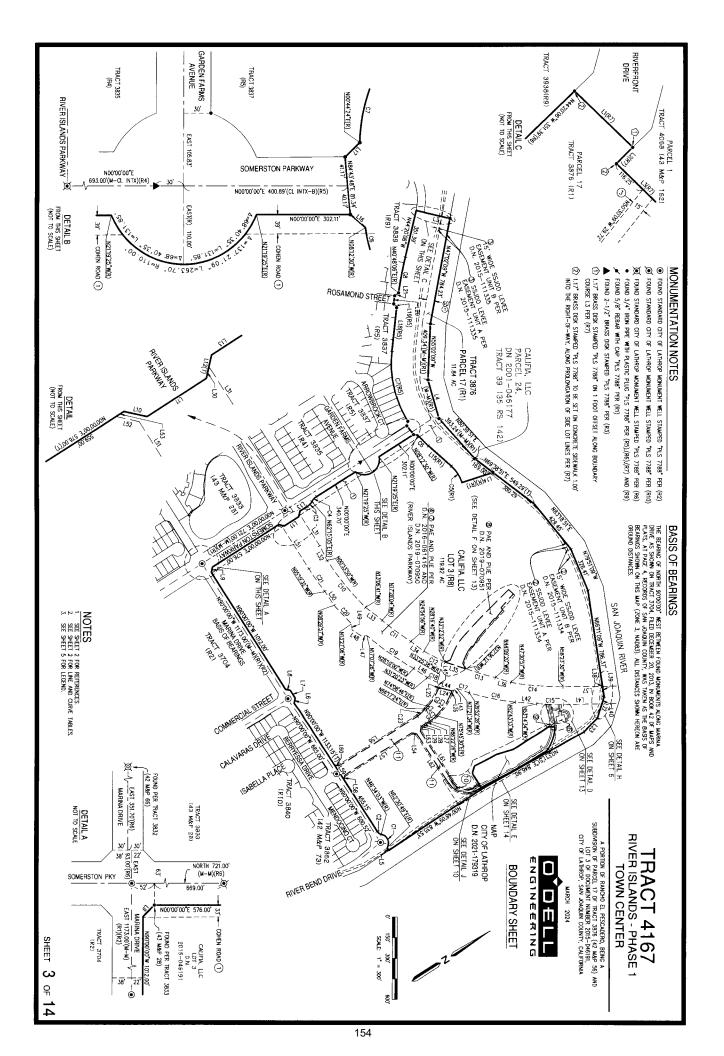
# EXHIBIT A COMMON USE AREA DEPICTION

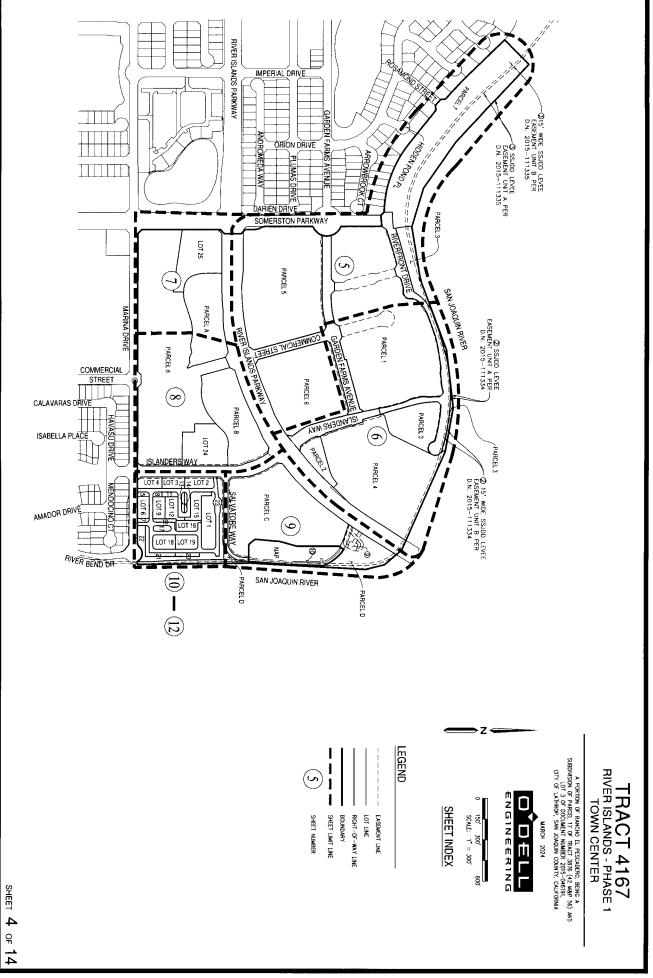


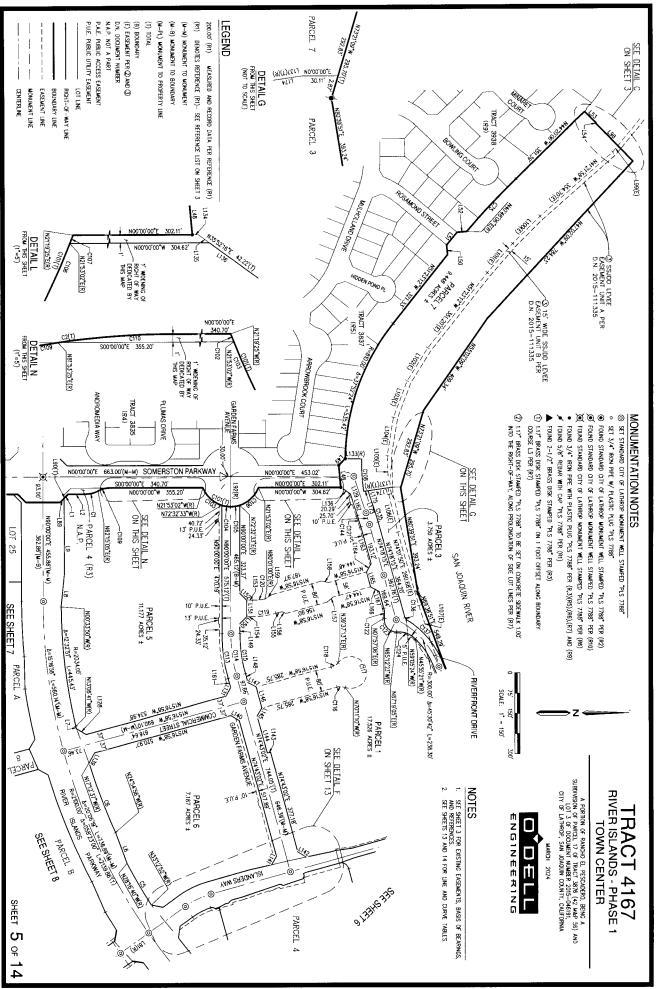


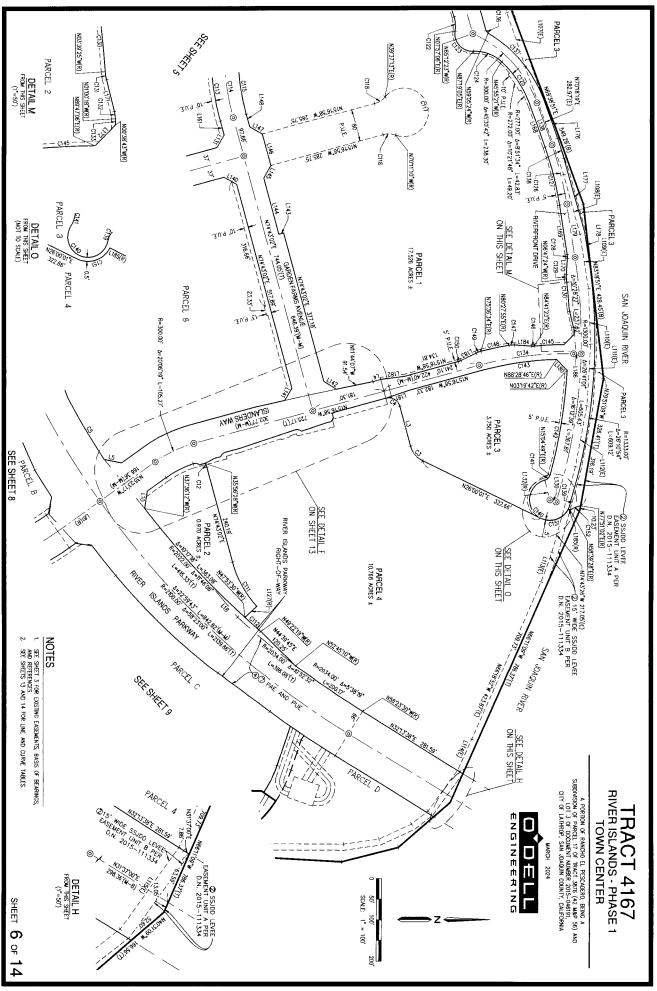
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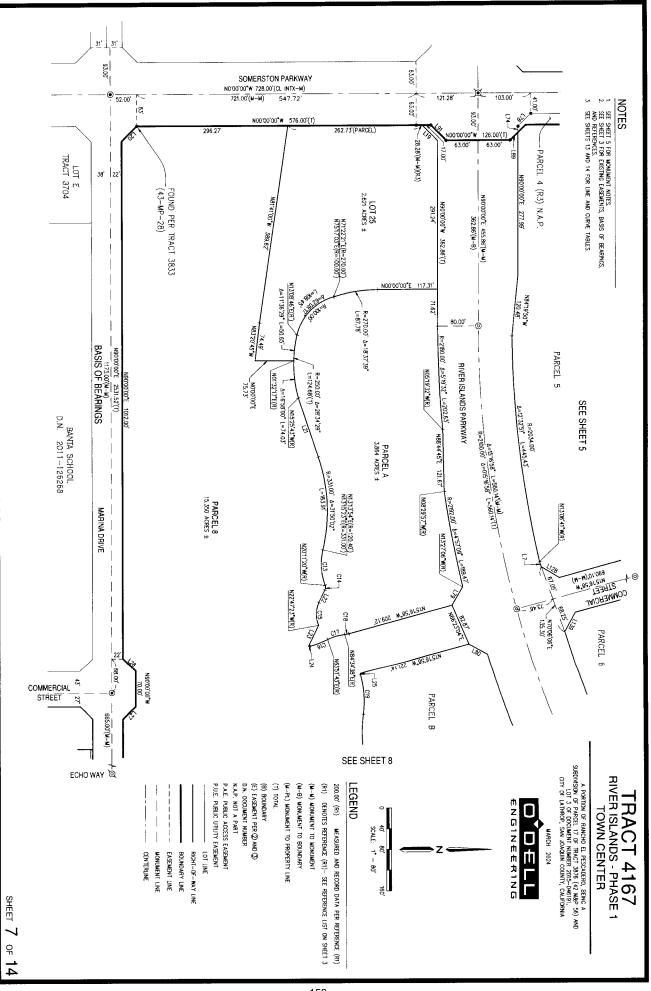
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			9' L6J S45'00'00"E 35.36'	L42 N36'45'26"E 158.69'	T 1.	HE CITY CLERK'S STATEMENT ON SHEET	REFER TO T
_	(1) I.O.D. FOR PAE AND PUE IN FAVOR OF CITY OF LATHROP PER D.N. 2024-009966,		9' L62 N90'00'E 436.55'	L41 N31'37'00"E 283.99'	FAVOR OF CITY OF LATHROP PER D.N.	TRACT 4167, AND THE PUBLIC UTILITY EASEMENT IN FAVOR OF CITY OF LATHROP PER D.N. 2021-130288, S.J.C.R., WITHIN TRACT 4167 ARE ABANDONED BY THIS FINAL MAP- PLEASE	TRACT 4167 2021-130288
		C25 211.00 17'52'04" 65.80'	r' L61 N90'00'00"E 436.55'	L40 N40'31'09"W 52.60'	HEN ROAD PER 408 OR 95. WITHIN	DE ROADWAY EASEMENT KNOWN AS CON	1. THE 60' WI
	(10) FOR PUE IN FAVOR OF CITY OF LATHROP PER D.N. 2021-130288, S.J.C.R. (FROM	C24 549.00 21'08'47" 202.62	L60 N45'00'00"E 35.36"	L39 N66'11'09"W 76.64'		EASEMENT ABANDONMENT NOTE	EASEMEN
	SJ.C.R. (ACCESS TO POLICE STATION PARCEL)	C23 200.00 23'42'36" 82.76'	L59 N90'00'00"E 130.00'	L36 N31'37'00"E 7.86"			
		C22 200.00 7'51'22" 27.42	9' L58 N45'00'00"W 35.36'	L37 N3213'38"E 281.59'	DASED ON INFORMATION CONTAINED IN THE PRECIMINART THEE REPORT, ONDER NUMBER 1214022608-ER (VERSION 9), DATED FEBRUARY 23, 2024, PROVIDED BY OLD REPUBLIC THEE COMPANY.	VFORMATION CONTAINED IN THE PRELIMINARY THE	4. DATED FEBR
	B LO.D. FOR PAE AND PUE IN FAVOR OF CITY OF LATHROP PER D.N. 2019-070951,	C21 2180.00 519'32" 202.63	5' L57 N0'00'00"E 585.09'	L36 N49'55'25"E 119.53'			
	S.J.C.R. (RIVER ISLANDS PARKWAY)	C20 2192.00 4'57'09" 189.47'	5' L56 N0'00'00"E 685.76'	L35 N50T0'33"E 155.76'	129.54 AC+	TOTAL	
	(7) to.d for pae and pue in favor of city of lathrop per d.n. 2019-070950.	C19 2180.00 11'02'34" 420.16'	)' L54 N45'00'00"E 35.36'	L34 N69'09'34"E 119.60'	19.83 AC±	PARCELS A - D	
	(6) P.G.&E PRESSURE REDUCING STATION EASEMENTS PER D.N. 2018-093066, S.J.C.R.	C18 2192.00 2°05'15" 79.86'	5' L53 N0'00'00'E 17.00'	L33 N7075'46"E 154.63'	76.17 AC±	PARCELS 1 – 8	
	(5) (NOT USED)	C17 2180.00 2'30'53" 95.69'	5' L52 N45'00'00"E 42.43'	L32 N8419'50"W 120.48'	19.90 AC±	STREET DEDICATIONS	
	(1) FAE AND FDE IN FAVOR OF CITY OF LATHROP FER U.N. 2016-061416, SJ.C.R. (RMER ISLANDS PARKWAY)	CI6 1555.00 12'50'45" 348.63'	9' L51 N90'00'00"W 362.86'	L31 N90'00'00"E 277.99'	13.64 AC±	LOTS 1 THROUGH 25	
		C15 2163.00 5'08'26" 194.06'	, L50 N88'44'45"E 121.67'	L30 N45'00'00"W 21.21'	MMARY	TRACT 4167 AREA SUMMARY	
		2034.00 10'52'32"	L49 N59'22'02"W	L29 N0'00'00"E			
	(2) 15, WIDE SSUDD LEVEE EASEMENT UNIT A AND UNIT B PER D.N. 2015-111334,	2022.00 6'33'08"	L48 N66'23'04"E	L28 N212'54"W	EDICATED BY THIS FINAL MAP WHICH INCLUDE 19.90 ASE REFER TO THE AREA TABLE BELOWD:	e or less, and roadways that are being de e or less as shown on this final map (ple)	ACRES, MOR
	(1) ROADWAY EASEMENT (CUHEN ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER BOOK 408, OFFICIAL RECORDS, PAGE 95, S.J.C.R. (SEE EASEMENT ABANDONMENT NOTE)	2034.00 4'56'12"	L47 N28'47'52"E	L27 N0'24'D7 W	3. TRACT 4157 FRVER 19,4405-PHASE 1, TOWN CALLER, CONTAINS 25 LOTS WITH A TOTAL OF 13.64 ANDRES, MORE OR LESS, 8 NUMBERED PARCELS CONTAINING 76.17 ACRES, MORE OR LESS, AND 4 LETLERED PARCELS CONTAINING 19,83	RIVER ISLANDS-PHASE 1, TOWN CENTER, CONTA IBERED PARCELS CONTAINING 76.17 ACRES, MORI	3. TRACT 4167, LESS, 8 NUM
		2022.00 7'26'52"	146 N65/54'91"F	1.26 N15-23117"W	AND IS ON FILE WITH THE CITY OF LATHROP	AS PROJECT NO. 5044.5.001.01 AND DATED JUL	REFERENCED BY FINCED
	EAGEMENTO	C10 2034.00 12:32'51" 445 44'	145 N70'96'08"# 41 71'	125 N1573117"W 6.07"	AE REGION. AER REGION. AER IS ANDS PHASE 1. LATHROP CALIFORNIA"	ASPECT OF LIVING IN AN AGRICULTURALLY ACTIV	2. A SOILS REP
	2021130288, S.J.C.R.	451 00 40170'07"			SICH INCONVENIENCES OF DISCONFORT AS NORMAL AND	OUTSIDE THE CITY'S JURISDICTION. CONSEQUEN	OPERATIONS
	NUMBER 2021-101126, S.J.C.R. B. PUBLIC UTILITY FASEMENT IN FAVOR OF THE CITY OF LATHROP PER DOCUMENT NUMBER	CURVE PANILIS DELTA LENCTH			HICH MAY GENERATE DUST, SMORE, NORSE, DUCK, Y MAY BE LOCATED ADJACENT TO AGRICULTURAL	S FROM DEPREDATION, AND DIHER ACTIVITES WID PESTS. BE AWARE ALSO, THAT THIS PROPERT	RODENTS AN
	7. PUBLIC ACCESS AND UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER DOCUMENT	CIRVE TABLE	EASEMENT LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY.		AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS	REGATION, PRUNING, HARVESTING, BURNING OF A	SPRAYING, IF
	<ol> <li>FOR PUBLIC RIGHT OF WAY AND UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP</li> </ol>			_	AND PROPER USE OF AGRICULTURAL CHEMICALS AND	ICE OR DISCOMFORT ARISING FROM THE LAWFUL	INCONVENIEN
	5. P.G.M. PRESSURE REDUCING STATION AND ACCESS EASEMENT AND APPURTENANCES THERETO			112 N4500'00'W	URE HEREBY NOTFIED THAT THE PROPERTY YOU ARE	CHEMICAL FERTILIZERS AND PESTICIDES. YOU A	
153	4. I.O.D. FOR PUBLIC RIGHT OF WAY AND UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP		L23 N14'01'09"W	L11 N0'00'00"W	ILE 15, CHAPTER 15.48.04, THE CITY OF LATHROP	LATHROP MUNICIPAL CODE OF ORDINANCES, THE	PER CITY OF
	J. LEVEE EASEMENTS IN FAVOR OF SACRAMENTO-SAN JOAQUIN DRAINAGE DISTRICT PER		L22 N40'31'09"W	L10 N45'00'00"E		IRM STATEMENT:	1. RIGHT TO FA
	2. ROADWAY EASEMENT IN FAVOR OF SAN JOAQUIN COUNTY PER BOOK 408, OFFICIAL RECORDS,		L21 N4:41'52"W	N45'00'00 W			RECITALS
	HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER	3130.00 4'51'49"	L20 N5070'50"W	N45'00'00"E			
	1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL GAS, MINERALS, AND OTHER	810.00 37'52'24"	L19 N8412'29"E	M.00.00.06N	for call FOR		
	PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:	810.00 745'40"	L18 N51'23'12"W	N45'00'00"W	and a second	PLLS N0 //88	utlan ukantuku, P.L.S. NU 7788
	SIGNATURE UMISSIONS	970.00 TOTANS	117 N44-17'48"W	Nou un	PROF		
		100.00 27'44'55"	L16 N40'53'45"E	N73'21'09"W	Citer of the		
	(in most at the second for most of the second for a second second	100 00 27.44'55"	115 N74:01'50"F	N45'39'54"F	HALL LAND	DAY OF 2024.	DATED THIS
	(R10) TRACT 3840, RIVER ISLANDS-PHASE 18, VILLACE CI, FILED APRIL 1, 2016, IN BOOK 42 OF MAPS AND PLATS PAGE 57 S. I.C.R. (42 MAP 57)	47.00 46'34'03"	L14 N14'39'55"E	N44'20'06"₩	ENTATIVE MAP.	CONDITIONALLY APPROVED AMENDED VESTING T	CONFORMS TO THE
	(14) INTEL 2000, MILLER DESAMONTET THEAT TO, MILLER A, TILLE MOTEMULE SO, 2010, IN DOWN 43 OF MAPS AND PLATS, PACE 57, S.J.C.R. (43 M&P 57)	65.00 109'04'52"	L13 N0'00'00*E	N45'39'54"E	IS ARE, OR THAT THEY WILL BE, THIS FINAL MAP SUBSTANTIALLY	DECEMBER 31, 2024, AND THAT THE MONUMENT VBLE THIS SURVEY TO BE RETRACED, AND THAT	POSITIONS BEFORE SUFFICIENT TO ENA
		CURVE RADIUS DELTA LENGTH	H LINE DIRECTION LENGTH	LINE DIRECTION LENGTH	, I HEREBY STATE ALL THE MONUMENTS 37 THAT THEY MILL BE SET IN THOSE	ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY AND OCCUPY THEY AND OCC	REQUEST OF RIVER
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	(R7) TRACT 3038, RIVER ISLANDS-STAGE 18, MILLAGE Q, FILED NOVEMBER 30, 2017, IN BOOK	G	市区合一区市市大一区合			SURVEYOR'S STATEMENT	SURVEYOF
	(R6) TRACT 3834, RIVER ISLANDS-PHASE 18, VILLAGE M, FILED DECEMBER 21, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 72, S.J.C.R. (42 M&P 72)						
	(RS) - TRACT 3437, RIVER ISLANDS-PHASE 18, MILLAGE P, FLED JUNE 19, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 38, S.J.C.R. (43 M&P 38)				COL IN		
			MARCH 2024			EYOR	ACTING CITY SURVEYOR
	(R4) TRACT 3835, RIVER ISLANDS-PHASE 18, VILLAGE N, FILED SEPTEMBER 13, 2019, IN BOOK	46191. CALIFORNIA	Y OF LATHROP, SAN JOAQUIN COUNTY,	[0	PR D L 5071 31 30		
	(R3) TRACT 3835, RIVER ISLANDS-STAGE 18, VILLAGE 0, FILED MARCH 15, 2017, IN BOOK 42	2 M&P 56) AND	A PORTING OF PARCEL 17 OF TRACT 3876 (42 M&P 56)	SUBDIM	The state of the s	UA1 01 2024.	
	(rz) – inaci szuł, river iszanios-fifase ib, village lo, filed december zu, zuti, in bour 42 of maps and plats, page 4, s.J.C.R. (42 m&p 4)				and the		DATED THIS
			TOWN CENTER		AND I AM SATISFIED THAT THIS FINAL	ISLANDS-PHASE 1, TOWN CENTER", CITY OF LATHROP, CAUFORNIA, AND I AN SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT	ISLANDS-PHASE 1,
	(RI) TRACT 3876, RIVER ISLANDS-PHASE 18, LARCE LOT FINAL MAP, FLED MARCH 31, 2016,	ASE 1	RIVER ISLANDS - PHASE	В	THIS FINAL MAP OF TRACT 4167, RIVER	ANDER, HEREBY STATE THAT I HAVE EXAMINED T	I, DARRYL A, ALEX
	REFERENCES	57	TRACT 4167			CITY SURVEYOR'S STATEMENT	CITY SURV
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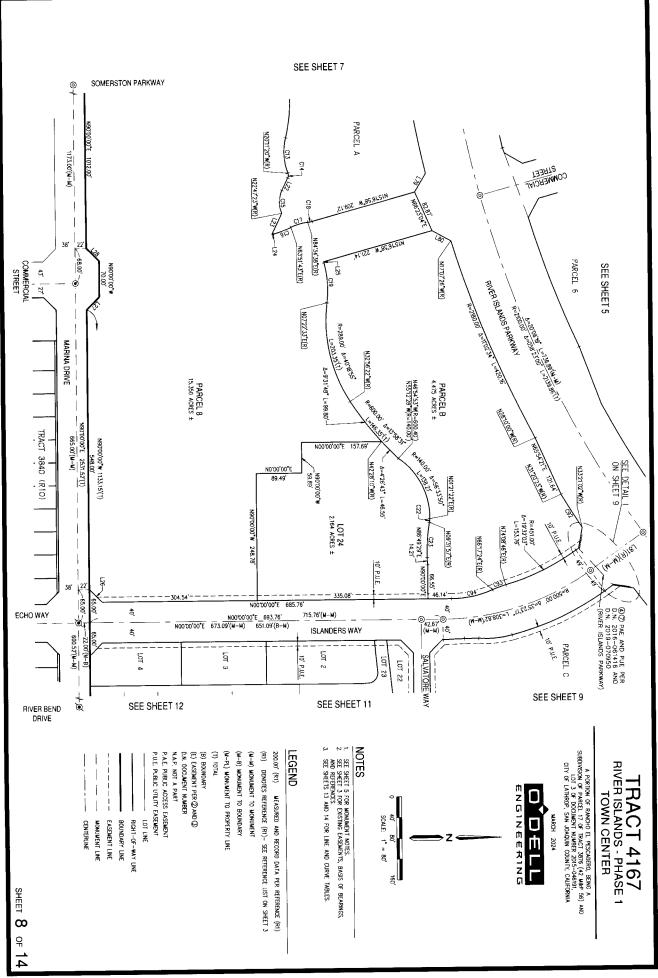


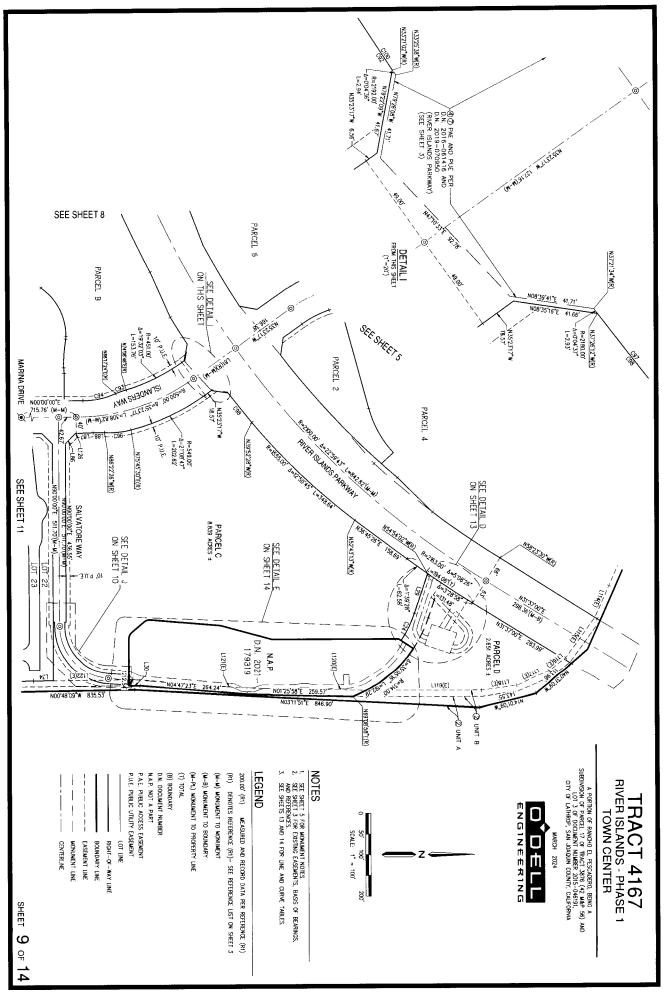


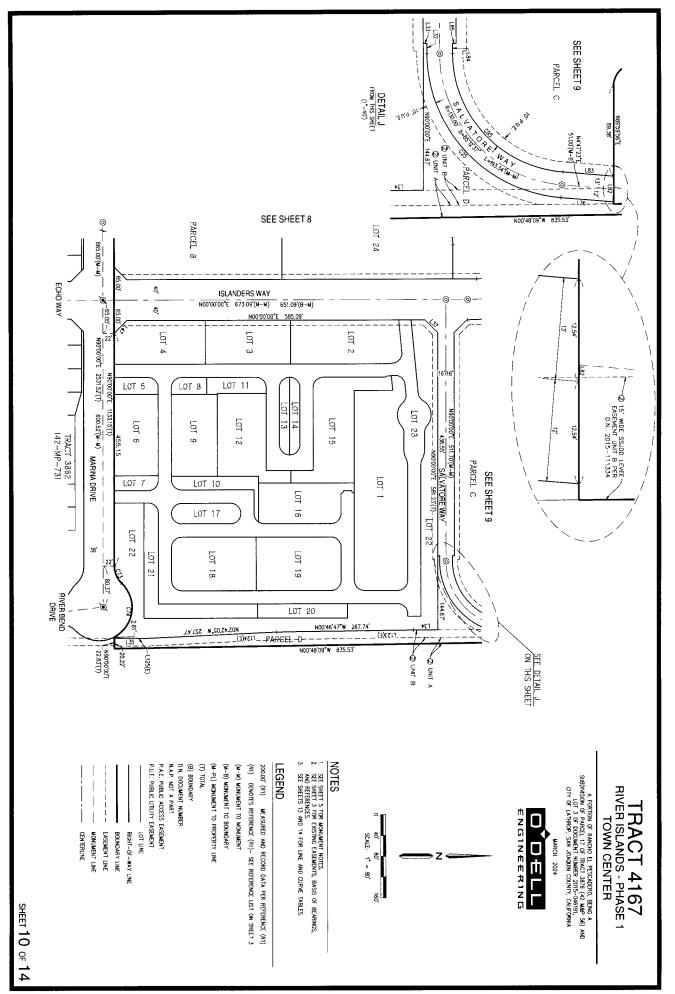


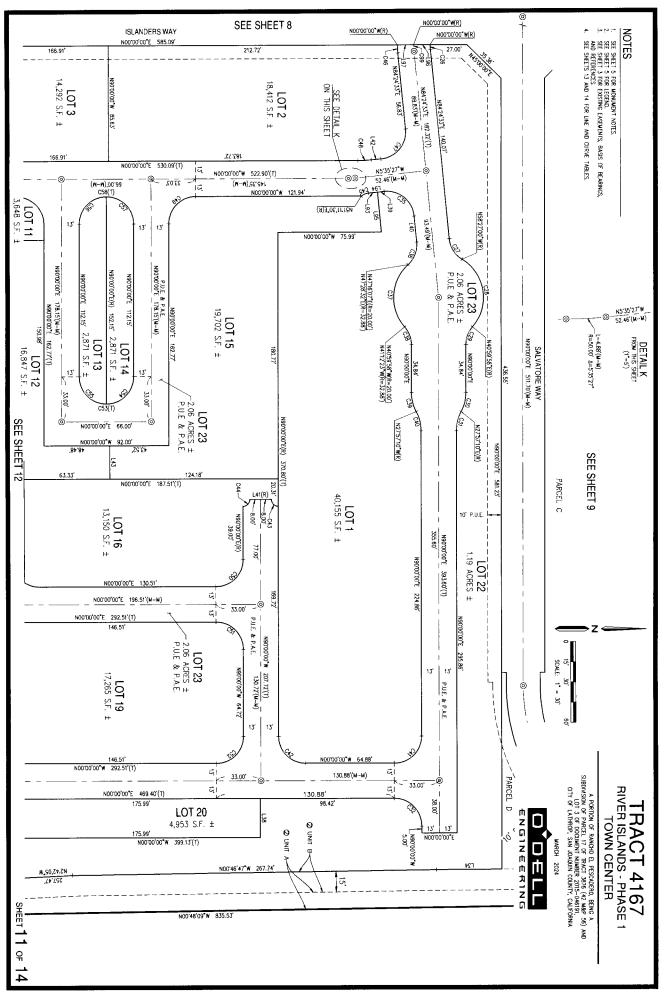


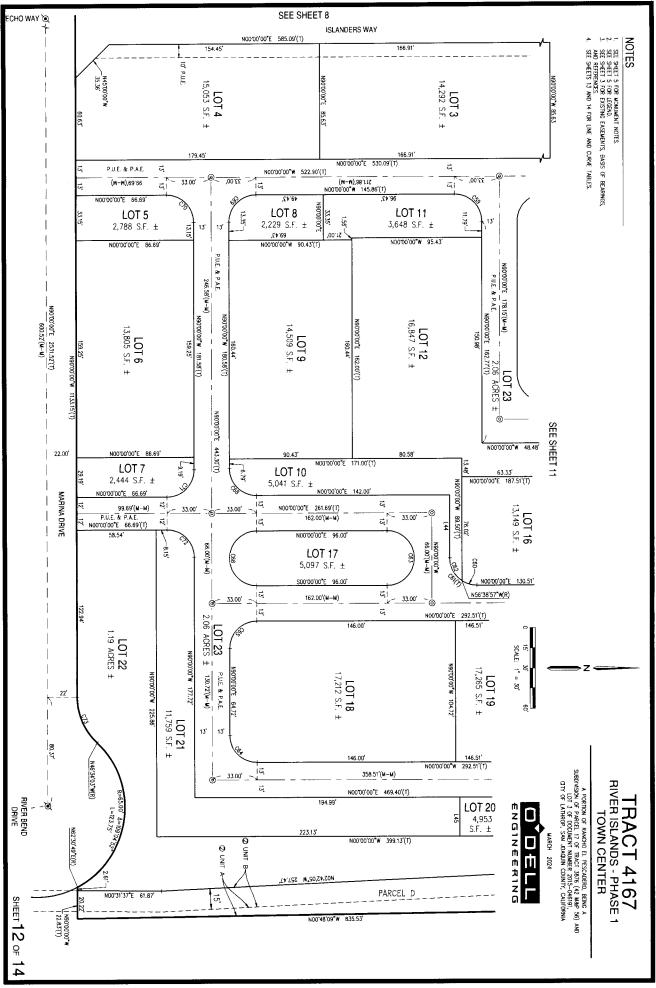


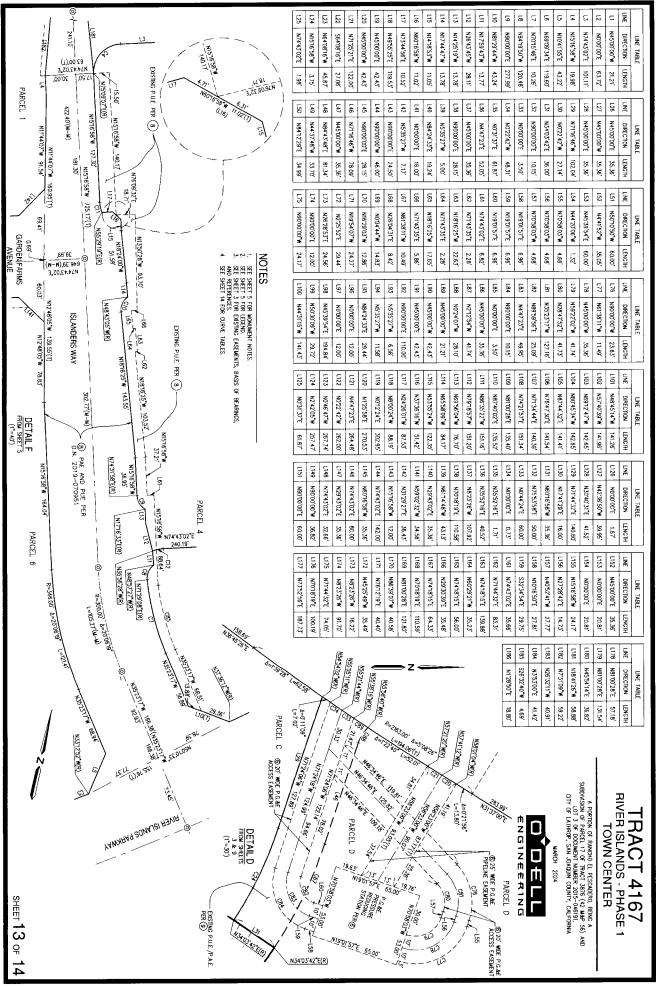


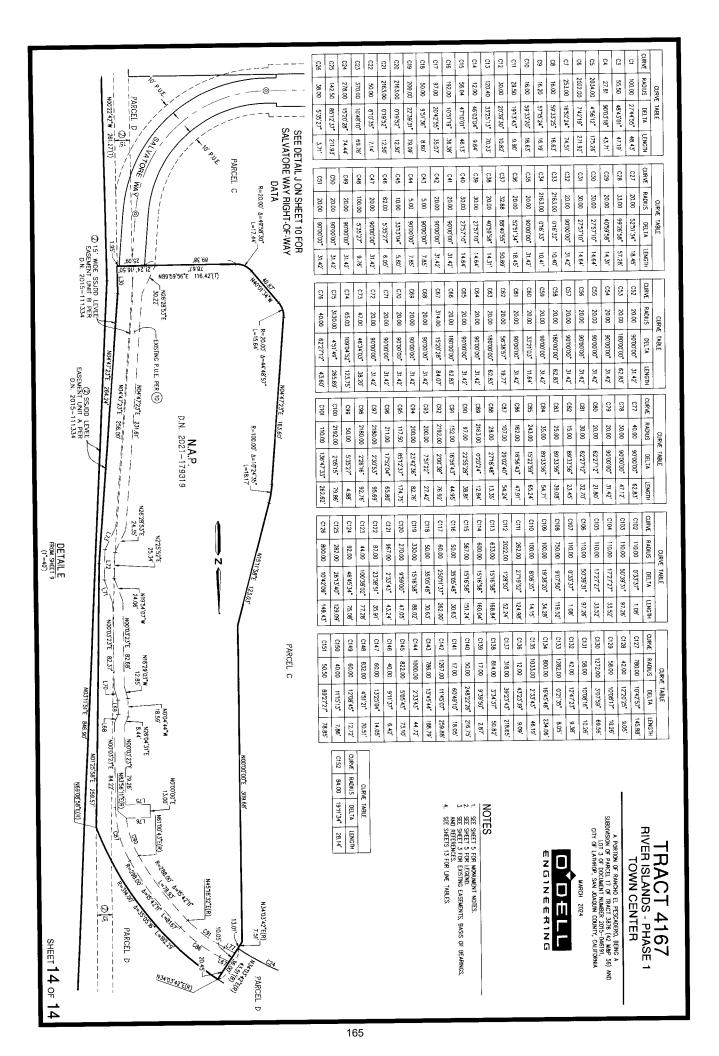












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# CITY MANAGER'S REPORT MARCH 25, 2024, CITY COUNCIL SPECIAL MEETING

ITEM: APPROVE FINAL MAP, CFD ANNEXATION, IRREVOCABLE OFFER OF DEDICATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 87 LOTS IN TRACT 4178 VILLAGE 40 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4178 Village 40 within the Lake Harbor West District, Totaling 87 Single Family Lots, Annexation into CFD 2023-1, an Irrevocable Offer of Dedication, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC

# SUMMARY:

The proposed Final Map for Tract 4178, included as Attachment "E", is within the Lake Harbor West District of Phase 2 for the River Islands Project. River Islands Development Area 1, LLC (River Islands) is proposing eighty-seven (87) 52' x 100' single-family lots for Pulte Homes. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4178, Lake Harbor Village 40 (Tract 4178), City of Lathrop Community Facilities District, Irrevocable Offer of Dedication (IOD), and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Development Area 1, LLC, 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 Large Lot Map Tract 4149 for 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 4178 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 4178 is \$2,262,000, 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 4178 that guarantee the unfinished improvements in the amount of:

# CITY MANAGER'S REPORT PAGE 2 MARCH 25, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CFD ANNEXATION, IOD, AND SIA FOR 87 LOTS IN TRACT 4178 VILLAGE 40 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS

Unfinished Improvement Total:	\$113,000
Performance Security (110% of Unfinished Improvements)	\$124,300
Bond No. 0844442	
Labor & Materials Security (50% of Performance Security)	\$62,150
Bond No. 0844442	

Sections 9 and 10 of the SIA for Tract 4178 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, requirements, and guarantees associated with these items are documented in the Tract 4155 SIA approved by City Council on September 11, 2023 and are applicable to Tract 4178.

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

Tract 4178 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.

River Islands has provided an Irrevocable Offer of Dedication for right-of-way purposes for the portion of Clawson Lane that fronts Tract 4178 (B5 of Attachment "D"). Clawson Lane is necessary for the access to Tract 4178 but is not part of the large parcel that encompasses Tract 4178 and therefore must be dedicated by a document separate from 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 has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

Documents		Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Received

# CITY MANAGER'S REPORT PAGE 3 MARCH 25, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CFD ANNEXATION, IOD, AND SIA FOR 87 LOTS IN TRACT 4178 VILLAGE 40 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS

		1
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
5.	Street Improvement, Landscape, Light & Joint Trench	Completed
6.	Geotechnical Report	Completed
7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8.	Approval of 3 <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 4178 Lake Harbor – Village 40 – City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation No. 3	Approval pending with this item
15.	Irrevocable Offer of Dedication and Certificate of Acceptance	Approval pending with this item
Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

# FISCAL IMPACT:

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

# CITY MANAGER'S REPORT PAGE 4 MARCH 25, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CFD ANNEXATION, IOD, AND SIA FOR 87 LOTS IN TRACT 4178 VILLAGE 40 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS

# ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4178 Village 40 within the Lake Harbor District, Totaling 87 Single Family Lots, Annexation into City of Lathrop CFD 2023-1, an Irrevocable Offer of Dedication, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC
- B. Vicinity Map Lake Harbor Tract 4178 Village 40
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 1, LLC, a Delaware limited liability company, for Tract 4178, Lake Harbor - Village 40
- D. Escrow Instructions for Final Map Tract 4178 Lake Harbor Village 40, including;
  - Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment "D")
  - Irrevocable Offer of Dedication Easement for Public Roadway Purposes for Clawson Lane (B5 of Attachment "D")
- E. Final Map Tract 4178 Lake Harbor Village 40

# CITY MANAGER'S REPORT PAGE 5 MARCH 25, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CFD ANNEXATION, IOD, AND SIA FOR 87 LOTS IN TRACT 4178 VILLAGE 40 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS

# **APPROVALS**

Bellal Nabizadah Assistant Engineer

Brad Taylor

City Engine

Cari James

Finance Director

Michael King Assistant City Manager

Salvador Navarrete City Attorney

Stephen Salvatore

City Manager

3/13/24

Date

3/18/2024 Date

3/14/2024 Date

<u>3 · 13 · 2024</u> Date

3-13.2024

Date

3.18.24 Date

171

### **RESOLUTION NO. 24-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4178 VILLAGE 40 WITHIN THE LAKE HARBOR WEST DISTRICT, TOTALING 87 SINGLE FAMILY LOTS, ANNEXATION INTO CFD 2023-1, AN IRREVOCABLE OFFER OF DEDICATION, AND A 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 Tract 4149 for 34 undevelopable parcels; and

**WHEREAS**, the land for the proposed Final Map for Tract 4178, Lake Harbor West Village 40 (Tract 4178), is within the geographic boundaries of VTM 6716, Large Lot Map Tract 4149, and the Lake Harbor West Neighborhood; and

**WHEREAS**, as required by the Lathrop Municipal Code 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 with the SIA for Tract 4178 that guarantee the unfinished improvements for Tract 4178 in the amount as follows:

Unfinished Improvement Total:	\$113,000
Performance Security (110% of Unfinished Improvements)	\$124,300
Bond No. 0844442	
Labor & Materials Security (50% of Performance Security)	\$62,150
Bond No. 0844442	· · · · · · · · · · · · · · · · · · ·
i and	

; and

WHEREAS, sections 9 and 10 of the SIA for Tract 4178 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 4178; and

**WHEREAS**, potential acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and **WHEREAS**, Tract 4178 needs to be annexed to the three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve Annexation No. 3 into City of Lathrop CFD 2023-1. Additional CFDs administered by Island Reclamation District 2062 and River Islands Public Financing Authority are recorded and included as part of the escrow instructions; and

**WHEREAS**, Clawson Lane is necessary for the access to Tract 4178 but is not part of the large parcel that encompasses Tract 4178 and therefore must be dedicated by a document separate from the Final Map. River Islands has provided an Irrevocable Offer of Dedication for right-of-way purposes for the portion of Clawson Lane that fronts and provides access to Tract 4178; and

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

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

- 1. The Final Map for Tract 4178 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office once the terms and conditions of the escrow instructions are met.
- 2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands in substantially the form as attached to the March 25, 2024 staff report.
- 3. Annexation into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) in substantially the form as attached to the March 25, 2024 staff report.
- 4. Irrevocable Offer of Dedication of Easement for portions of Clawson Lane Tract 4178.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 25<sup>th</sup> day of March 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

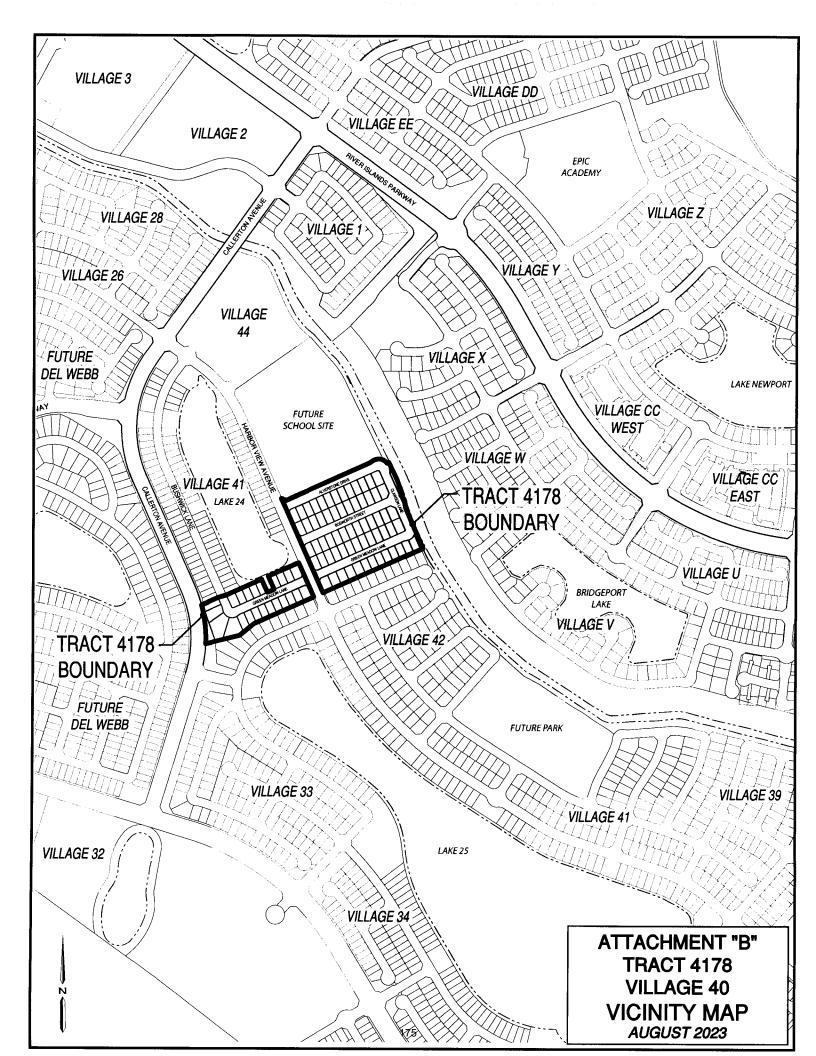
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



# SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS DEVELOPMENT AREA 1, LLC,

# FOR TRACT 4178 LAKE HARBOR WEST - VILLAGE 40 - 87 SINGLE FAMILY LOTS

# **RECITALS**

A. This Agreement is made and entered into this 25<sup>th</sup> day of March 2024, 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 4178 Lake Harbor West–Village 40 (Tract 4178). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4178 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 4178, 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. 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, requirements, and guarantees associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4172, Tract 4173, 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, Tract 4173, and this Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4178 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 4178. 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 4178 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 Lake Harbor – Village 40 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 4178 that is conveyed to a private interest not associated with the transfer of title of Tract 4178 associated with the filing of Tract 4178 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4178, 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 \$226,200, equal to 10% of the estimated cost of the Improvements for the Lake Harbor West - Village 40 neighborhood (\$2,262,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and 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 4178 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.

Unfinished Improvement Total:	\$113,000
Performance Bond (Bond No. 0844442):	\$124,300
Labor & Materials Bond (Bond No. 0844442):	\$62,150

Table 1 – Bond Values

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, Tract 4173, 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, Tract 4173, 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 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. 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 4178.

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.

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 4178
EXHIBIT B TRACT 4178 LAKE HARBOR WEST - VILLAGE 40 AREA
EXHIBIT C: CITY INSURANCE REQUIREMENTS
EXHIBIT D: LAKE HARBOR WEST - VILLAGE 40 UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 25<sup>th</sup> 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:

Teresa Vargas Date City Clerk BY:

Stephen J. Salvatore Date City Manager

# APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:

A 3-17-2024

Salvador Navarrete Date City Attorney

## SUBDIVIDER

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

BY:

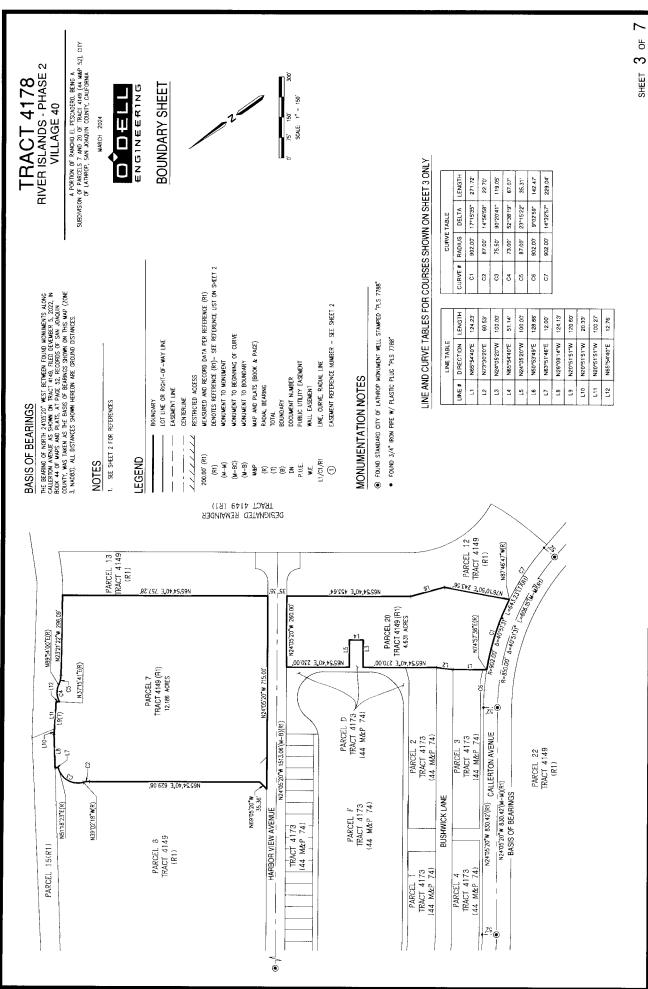
Susan Dell'Osso Date President "SUBDIVIDER"

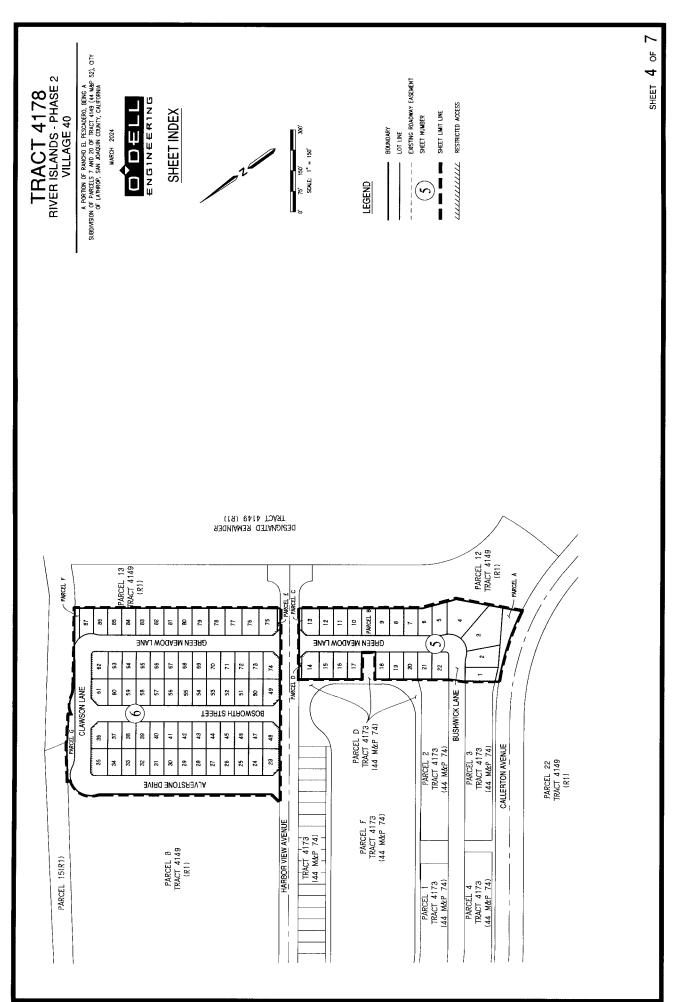
# EXHIBIT "A"

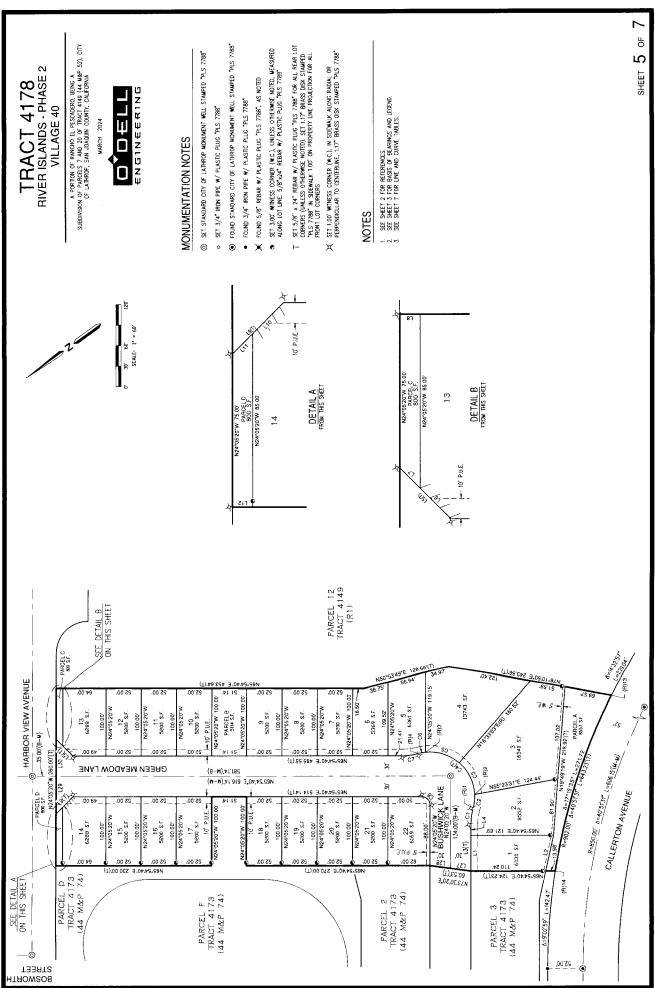
# FINAL MAP - TRACT 4178

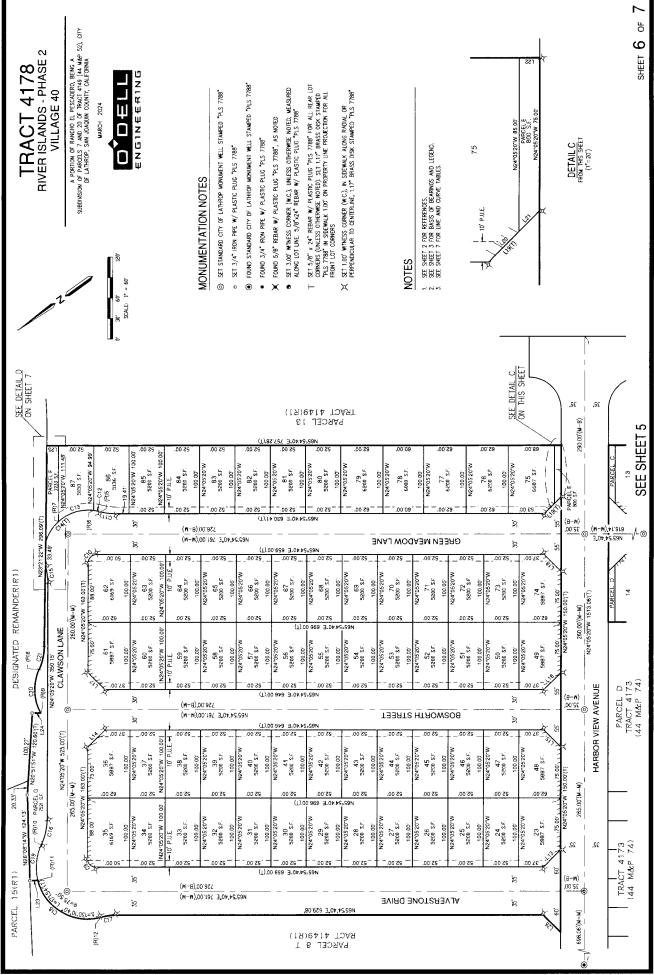
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desorbed below is dedicated in fee for public purposes. 2. D and e to the city of lathrop for purposes of dediversity and clause. Mantenance, and Applictenances thereato, for the benefit of the public, as shown on	CITY CLERK'S STATEMENT 1. TEREA VARANS, OT VARANO GLER OF THE OTTY COUNCIL OF THE OTY OF LATHEOP, STATE OF 2. ALTERNAL TO VARANCE THE THEAT RELATED FOR THE OTHER OF	in a for the second sec
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OMMERS: RIVER ISLANOS DEVELOPMENT AREA 1, LLC, A DELAMARE LIMITED UABILITY COMPANY	ALSO, PURSUANT TO SECTION 66434(c) OF THE CALIFORMA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEERP AGANOMIN THAN ON-EXCLUSIVE PUBLIC UNITY EASEMENT FOR PUBLIC PURPOSES RECORDED DOES 2023, ASO DOLIVENT NUMBER 2023-045592, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.	DEUTEIATI OF THE FLANVING COMMIDSION SOLATEMENT This we corrows to vision. This may no. 5th recommended by the planning commission and Approved by the city council per resourced no. 21-4908.
BY SISAN DELL'0550 DATE DATE	I FURTHER STATE THAT ALL BOURS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN WY OFFICE.	DATED THIS DAY OF 2024.
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DATED THISDAY OF2024 BY: DATED THISDAY OF2024	ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)	THAT HARE CRAIMED THE DURING THE REPORT AND CONTRACT ATTRACT A
	A NOTARY PUBLIC OF OTHER OFFICER COMPLETING THIS CRETHERATE, WEBRES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SOMED THE DOCUMENT TO MHICH THIS CRETHERATE IS ATTACHED, AND NOT THE TRUTHETUMESS, ACSURACY, OF VALIDITY OF THAT DOCUMENT	<u></u> 68¥
ACKNOWLEDGEMENT CERTIFICATE (OWNER)	STATE OF CALIFORMIA > COUNTY OF SAN, COADUN >	DATED THIS DAY OF 2024.
A MATAY PIBLIC GRO ONHER OFFERSE TONGETERNISHIE REPREDIATE VERHELS ONLY THE DEVAILING OF THE HONVIDUE HAND SONSEN TO ROUGANT TO PARCH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHICURESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT STATE OF CALFORNIA STATE OF CALFORNIA COUNTY OF SAN JOAQUM	ON MIARY FUBLIC, FERSINALLY APPEARED. WE ON THE EASIS ASTISFACTORY: ENDERING TO BE THE PERSON(S) WHOE RAWE(S) IS/APE SUBSORED TO THE MINE INCLUMENT, AND ADARION FLORE TO BE THE PERSON(S) WHOE ENDERING THE SAME IN HIS/HER/THERE AUTHORIZED CAPACIT(IDES), AND THAT PHY/APPER FRASTING(S) ON THE ENTITUTED BEHALF OF WHOLF THE ENTITUTED BEHALF OF WHOLF THE RESON(S), AND THE ENTITUTED FOR THE PERSON(S) ACTED, EXCENTED THE SAME IN HIS/HER/THER FRE INTUTUDED DEPLAFE OF WHOLF THE PERSON(S), ACTED, EXCENTED THE RESTINGLY).	BRAD R. TATOR, R.C.E. 22223 CITY ENGNEER OF THE CITY OF LATTHEOP, CALFORNIA
N NOTAPY PUBLIC, FERSONALLY AFFEAD OF UR	I CERTEY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CAUFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.	
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ANAC FRONT) ANAC FOUNT OF BUSNESS IN COMMISSION NUMBER IN COMMISSION EXPRES	EKMAPT FROM FEE FER GOVERNMENT CODE 27388.1: DOCUMENT RECORDED IN COMMECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE WEGSTION OF DOCUMENTARY TRANSFER TAX	STEVE BESTILLARIUS BY ASSISTANT/DEPUTY RECORDER ASSESSOR-RECOODER-COUNTY CLIFFORMA SAN JOAQUIN COUNTY, CALIFORMA SAN JOAQUIN COUNTY, CALIFORMA SAN JOAQUIN COUNTY, CALIFORMA

	EASEMENT ABANDONMENT NOTE The Non-Exclusive peals utility exement for public purposes recorded June 9, 2003, as document marker 2023-045692, official, records of San Jarquin County, 2017, and the reason on shear 1.	REFERENCES (R) Tract 4149, River ISLANDS-PHASE 2, MEST VILAGE LARGE LOT FINUL JARP, FLED DECEMBER 5, 2022, IN BOOK 44 OF JARS AND PLATS, PAGE 52, SJ.C.R. (44 MAR 52)	SIGNATURE OMISSIONS EDRESUMT TO SETIM REALERENA SUBDIVISION MAP ACT, THE SIGNATURES OF THE	I RECLAMED RAVE BELY WAILED. I. RECLAMED RANDED AND COMPARE RESERVATON FOR OL GAS, MINERAS, AND OTHER HTDROCARDES SUBSTANCES TYNG RECAR A DEPTH OF SOOFFELT FER DOCUMENT WUMBER	2001-0104£177, 5.4.0.R	CERTIFICATE OF DEDICATION	THE FOLLOWING REAL PROPERTY IS DEDUCTED BY RIVER ISLANDS DEVELOPHENT AREA 1, LLC, A DELAWARE LUNTED LABILITY COMPANY; AS FOLLOWS 1) PARCELS A THROUGH G, FOR PURPOSES OF LANDSCAPE OPEN SPACES INCLUDING PUBLIC	UTURES THE CIT OF LATHROP SHALL RECOVEY THE PROPERTY TO THE SUBDVDER IF THE CITY MAKES A DETERMANDARY THAT PURSUANT TO GOVERMENT CODE SECTION 664775 THE SAVE RURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.	SHEET 2 OF 7
TRACT 4178 RIVER ISLANDS - PHASE 2 VILLAGE 40 A PERIOR OF RACHOL L. PESADERO, BENG A SUBUNSION OF PARCHOL L. PESADERO, BENG A VILLAGE 4100 A LARGE 27 AND 20 OF RACH 41405 22), GIT MERI 224 MERI 224	<b>RECITALS</b> 1. Rent to feavisitatent: 2. Rent to feavisitatent: 3. Rent to feavisitatent: 3. Rent for furtheor Peavisitations of Property Conduction Acadouctional, the city for Lindeor Peavisitations of Property Conduction Acadouctional, or Reality and the original activity of Property Conduction Acadouction activity for Lindeor Peavisitation and the Conduction Acadouction activity activity of the Conduction Acadouction activity of Acadouction activity activity of the Conduction activity of the Conduction activity of the Conduction activity of the Conduction activity of th	ESTIDES AND FROM AND THAT AROULTINES INCLIVINGS INFOLUTIONS WHOLD INTLIVINGS ESTIDES AND FROM AND FRAMMIL PREVAIDA PRUNING, HARVESTING, BERNING FRAMPILLI ILINITANGS ULTIVATION, PLOVING, SPRAVING, PREVAIDA, PANUNG, HARVESTING, BERNING FRAMPILLI ILINI WASTE FRODUCTS: FROTEINO, OF COPCS AND ANNUAS FROM DEPELSATION AND OHFE AND THIS WHOLE WASTERNELE DIST, SURCE MOSS, 0006, ADDRETIS AND FESTING E AND THIS WHOLE WASTERNELE DIST, SURCE MOSS, 0006, ADDRETIS AND FESTING E AND THIS WHOLE WASTERNELE DIST, SURCE MOSS, 0006, ADDRETIS AND FESTING E AND THIS WHOLE WASTERNELE DIST, SURCE MOSS, 0006, ADDRETIS AND FESTING E AND THIS WASTERNEL, DIST, SURCE MOSS, 0006, ADDRETIS TO FESTINGS OF DISTOR HE MTS, JARSDONL, ONESCURITY, DEPEDIANCE ON THE LOCATION OF YOUR POPERATIONE THE RESSERVE THAT THE DISTORMANCE FROM AND	PREPARED FOR THIS PROJECT BY EXECO, INCORPORATED, JOSEF J. TOOTE, G.E. NO. 2677, AND IS ON THE MITH THE CATIVE OF LATHORD. I. TRACT 1738, ANDE S-MANGS-PHANES 7. MILAKE 40, CONTAINS 87 RESIDENTIAL LOTS WITH A TOTAL OF 17:288 AADES, JONES OR ELESS, PREPARED IS CONTAINDED, SOSA AADES, MORE OR LESS, AND FONDAWATS THAT REVENDED FOR THIS THAL MAP WHON MILDE 4927 RADES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP WHON MILDE 4927 RECO.MIL	TEACT 4178 AREA SUMMARY		ĝ	4. BASED ON INFORMATION CONTAMED IN THE PRELIMMARY THE REPORT, ORDER NUMBER 12/4022085-LR (VERSION 3), DATED SEPTEMBER 27, 2023, PROVIDED 5Y OLD REPUBLIC THE COMPANY.		
	ATEMENT EP STATE THAT I HAVE EXAMINED THIS FAM, UAP OF " 2. OLLAGE 40", CITY OF LUTHEOP, CALIFORMA, AND I A P. S. TECHNICALLY CORRECT. VY OF2024		CONTECTOR OF ALL TRUE TO TRUE TRUE TRUE TRUE TRUE TRUE TRUE TRUE	DATED THS DAY OF 2024, 2024,	DYLAN CRAWFORD, PLS. NO 7788	to a contract of the second seco			





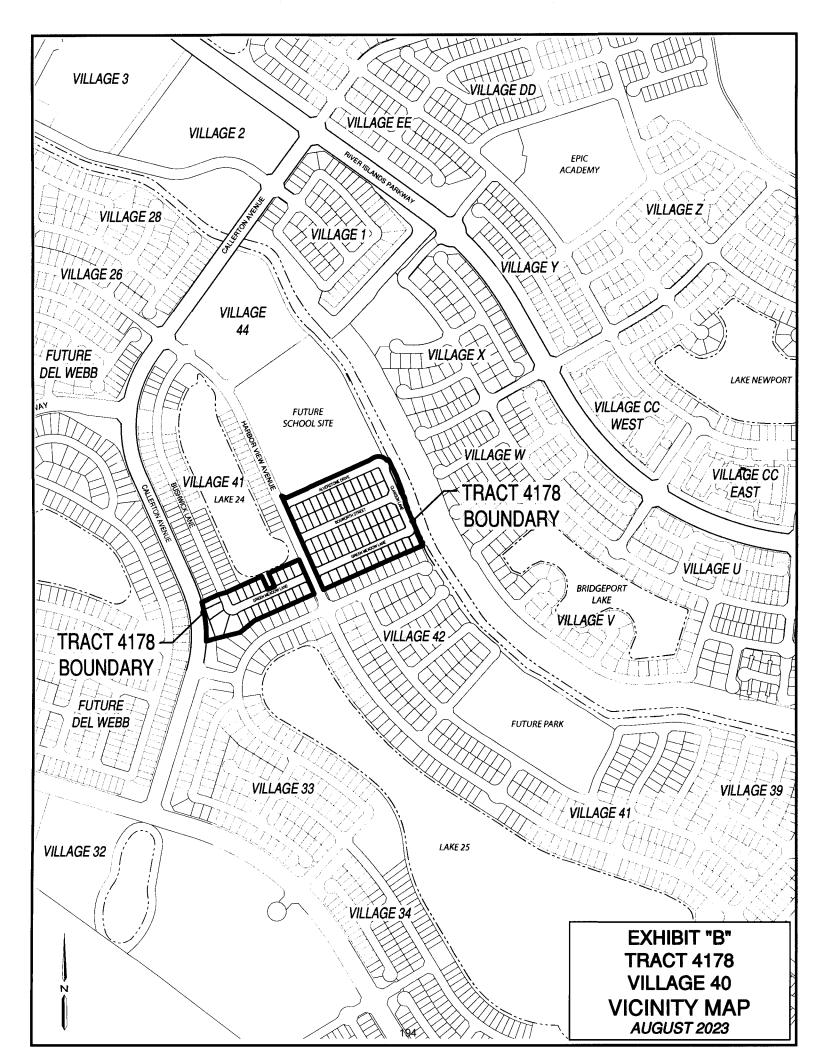




TRACT 4178 RIVER ISLANDS - PHASE 2 VILLAGE 40 A PORTIN OF RAMON CL FESCUERD END A PORTIN OF RAMON CL FESCUERD END A PORTIN CARENDARY CAREDOWN OF LATHOR, SAN JOACH CONTY, CAREDOWN OF LATHOR, SAN JOACH CONTY, CAREDOWN A REAT 2024	NULES 2. ES SHEET 2. OR REFERENCES 3. SEE SHEET 6 FOR MONJMENIATION NOTES 3. SEE SHEET 6 FOR MONJMENIATION NOTES	sHEET 7 OF 7
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# EXHIBIT "B"

# TRACT 4178 LAKE HARBOR WEST - VILLAGE 40 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

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVEL SURA ND T	Y OR NCE HE CE	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTEI FE A C	ND OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED B HE ISSUING INSURER(	Y THE S), AU	POLICIES			
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights	t to tl	ne ter	ms and conditions of th	e polic	cy, certain p	olicies may						
PRODUCER						·	8-10-1-8-1					
Alliant Insurance Services, Inc.				PHONE (A/C, No			FAX (A/C, No):					
333 S Hope St Ste 3750 Los Angeles CA 90071				E-MAN		abriel@alliant						
			ADDRESS: Gloria.Gabriel@alliant.com INSURER(S) AFFORDING COVERAGE NAIC #									
	pecialty Insurance Co. 12											
BIVEISI 01												
River Islands Development Area 2, LLC												
73 W. Stewart Lathrop, CA 95330				INSURE								
				INSURE	RE:							
				INSURE	RF:							
COVERAGES CE	RTIFI	CATE	NUMBER: 636684270				REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCI	EQUIE PERT POLI	REMEN AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD	of an' Ed by	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	т то и	WHICH THIS			
INSR LTR TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	5				
	Y		ATN2036868		3/19/2024	3/19/2027	EACH OCCURRENCE DAMAGE TO RENTED	\$ 2,000	,000			
CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$0				
							MED EXP (Any one person)	\$0	000			
							PERSONAL & ADV INJURY	\$ 1,000				
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000 \$ 2,000				
							PRODUCTS - COMP/OP AGG	\$ 2,000	,000			
	-						COMBINED SINGLE LIMIT	\$				
ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$				
							BODILY INJURY (Per accident)					
AUTOS ONLY AUTOS HIRED NON-OWNED							PROPERTY DAMAGE	\$				
AUTOS ONLY AUTOS ONLY							(Per accident)	\$				
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$				
EXCESS LIAB CLAIMS-MAD							AGGREGATE	\$				
DED RETENTION \$								\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/							PER OTH- STATUTE ER					
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N/A						E.L. EACH ACCIDENT	\$				
(Mandatory in NH) If yes, describe under	'						E.L. DISEASE - EA EMPLOYEE	\$				
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$				
			101 Additional Demonstra Calina 1	la === '								
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI RE: FM 4178 Village 40 City of Lathrop, its officers, City Council, b respects to General Liability. General Liab Lathrop, its officers, employees and agen 30 days advanced written notice to Certific	oards ility sh s.	and c all be	ommissions and members Primary and Non-Contribu	thereo utory wi	f, its employe th any other i	es and agent nsurance in fo	s are included as Addition orce for or which may be p					
			······································	CANC								
				CAN								
City of Lathrop 390 Towne Center Drive				THE ACC	EXPIRATION	I DATE THE TH THE POLIC	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.					
Lathrop CA 95330					1 h h	ut n'						
					© 19	88-2015 AC	ORD CORPORATION. A	NII rigt	nts reserved.			

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"

## **LAKE HARBOR WEST - VILLAGE 40**

# UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE



ENGINEERINI

August 21, 2023 Job No.: 25504 - 83

#### ENGINEER'S BOND ESTIMATE COST TO COMPLETE RIVER ISLANDS - PHASE 2 DEL WEBB - VILLAGE 40 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price		Amount
_	Caritary Course Delains lass & Testing (00/ Coursesting)		10	•	40,000,00	¢	10,000,00
7	Sanitary Sewer Raising Iron & Testing (0% Completion)	1	LS	\$	10,000.00	\$	10,000.00
2	Storm Drain Raising Iron & Testing (0% Completion)	1	LS	\$	2,000.00	\$	2,000.00
3	Domestic Water Raising Iron, Testing & Tie-in (0% Completion)	1	LS	\$	6,800.00	\$	6,800.00
4	Joint Trench (60% Completion)	1	LS	\$	82,800.00	\$	82,800.00
5	Striping & Mouriments (0% Completion)	1	LS	\$	11,400.00	\$	11,400.00
		TOTAL	. cos	г то	O COMPLETE	\$	113,000.00

Notes:

1) Estimate for cost to complete based on contractor's note for Del Webb - Village 40 dated 9/11/2023



January 6, 2022 Job No.: 25504-84

### ENGINEER'S PRELIMINARY COST ESTIMATE RIVER ISLANDS VILLAGE 40 (87 Lots) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

ltem	Description	Quantity	Unit	Unit Price		Amount
	POADWAY					
1	ROADWAY Fine Grading	731,600	SF	\$ 0.45	\$	329,220.00
2	4.5" AC Paving	122,100	SF	\$ 2.25	Ψ \$	274,725.00
3	8" Aggregate Base	122,100	SF	\$ 1.20	\$	146,520.00
4	Vertical Curb and Gutter (with AB cushion)	2,400	LF	\$ 15.00	\$	36,000.00
5	Rolled Curb and Gutter (with AB cushion)	4,600	LF	\$ 15.00	\$	69,000.00
6	Concrete Sidewalk	36,100	SF	\$ 5.00	\$	180,500.00
7	Driveway Approach	87	EA	\$ 600.00	\$	52,200.00
8	Handicap Ramps	6	EA	\$ 2,500.00	\$	15,000.00
9	Survey Monuments	5	EA	\$ 300.00	\$	1,500.00
10	Traffic Signing & Striping	<sup>.</sup> 3,650	LF	\$ 15.00	\$	54,750.00
11	Dewatering (budget)	3,650	LF	\$ 75.00	\$	273,750.00
	Subtotal Roadway				\$	1,433,165.00
	STORM DRAIN					
12	15" Storm Drain Pipe	640	LF	\$ 34.00	\$	21,760.00
13	18" Storm Drain Pipe	910	LF	\$ 46.00	\$	41,860.00
14	24" Storm Drain Pipe	800	LF	\$ 65.00	\$	52,000.00
15	30" Storm Drain Pipe	170	LF	\$ 80.00	\$	13,600.00
16	36" Storm Drain Pipe	530	LF	\$ 95.00	\$	50,350.00
17	Catch Basins (type I inlet)	20	EA	\$ 2,400.00	\$	48,000.00
18	Catch Basins (type C inlet)	2	EA	\$ 5,000.00	\$	10,000.00
19	Manholes (type I)	2	EA	\$ 3,000.00	\$	6,000.00
20	Strom Drain Stub & Plug	1	EA	\$ 1,000.00	\$	1,000.00
21	Connect to Existing	3	EA	\$ 3,000.00	\$	9,000.00
	Subtotal Storm Drain				\$	253,570.00
	SANITARY SEWER					
22	8" Sanitary Sewer Pipe	2,900	LF	\$ 28.00	\$	81,200.00
23	Manholes ( <i>type I</i> )	9	EA	\$ 4,000.00	\$	36,000.00
24	Manholes (inside drop)	1	EA	\$ 6,000.00	\$	6,000.00
25	Sewer Service	87	EA	\$ 600.00	\$	52,200.00
26	Sewer Stub & Plug	1	EA	\$ 1,000.00	\$	1,000.00
27	Connect to Existing	4	EA	\$ 3,000.00	\$	12,000.00
	Subtotal Sanitary Sewer				\$	188,400.00

ltem	Description	Quantity	Unit		Unit Price		ENGINEERIN Amount
	WATER SUPPLY						
28	8" Water Line (including all appurtenances)	3,600	LF	\$	32.00	\$	115,200.00
29	GV	9	EA	\$	1,550.00	\$	13,950.00
30	1-1/2" Water Service	87	EA	\$	2,000.00	\$	174,000.00
31	Fire Hydrants	10	EA	\$	4,000.00	\$	40,000.00
32	Blow-Off	3	EA	\$	4,000.00	\$	12,000.00
33	Connect to Existing	4	EA	\$	4,000.00	\$	16,000.00
	Subtotal Wate	r				\$	371,150.00
	NON-POTABLE WATER						
34	10" Non-Potable Water Line (including all appurtenances)	190	LF	\$	40.00	*	7,600.00
35	Blow-Off	1	EA	\$	4,000.00	\$	4,000.00
36	Connect to Existing	1	EA	\$	4,000.00	\$	4,000.00
	Subtotal Non-Potable Wate	r				\$	15,600.00
	τοτΑ	L CONSTRU	CTION	cos	ST (nearest \$1,000)	\$	2,262,000.0
					COST PER LOT	¢	26,000.0

#### 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.



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 4178; Escrow No. 1214023085

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 June 30, 2024, at the time designated in writing by RIDA1, subject to satisfaction of the conditions set forth below (each a "*Closing*"). If the Final Map has not been recorded by December 31, 2024, ORTC will return the Final Map to the City.

## B. Documents to be Delivered and Recordation Documents

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

B.1. One original Final Map for Tract 4178, 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. 3 (provided to title by City).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIDA1).

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RIDA1).

B.5. A fully executed and acknowledged Irrevocable Offer of Dedication of Easement for Public Roadway Purposes and Public Utility Easement (Tract 4178 – Offsite Roadway Dedication – Clawson Lane) (provided to title by RIDA1).

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

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

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 **\$63,467.36**, 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 **16.817** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

## D. Closing Requirements

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

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

Navarrete (<u>snavarrete@ci.lathrop.ca.us</u>; (e) Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;

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

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

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

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

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

## E. <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 RIDA1 that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

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

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

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development Area 1, LLC, 73 W. Stewart Road, Lathrop, CA

95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

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

## F. <u>Additional Instructions</u>

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

Ву:		 	
Its:			
Date:			

RECORDING REQUESTED BY AND AFTER RECORDATION RETURN TO:

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

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

## 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. 3

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: \_\_\_\_\_, 2024.

Ву: \_\_\_\_\_

City Clerk, City of Lathrop

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### EXHIBIT A

### CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2) ANNEXATION NO. 3 ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN ANNEXATION NO. 3 TO CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)

Name(s) of Property Owner(s)

213-610-02, 213-610-16

San Joaquin County

Assessor's Parcel No.

RIVER ISLANDS DEVELOPMENT AREA 1, LLC 73 W. STEWART RD., LATHROP, CA 95330

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### EXHIBIT B

## CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2) ANNEXATION NO. 3

## 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:

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

	pe of Prop		Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
	al Property:				
Single Property	Family	Detached			\$227.27 per SFD Lot
Single Property	Family	Detached	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$183.49 per SFD
Single Property	Family	Detached	5,801 to 7,000 SqFt 4,801 to 5,800 SqFt	\$0.00 per SFD Lot \$0.00 per SFD Lot	Lot \$168.34 per SFD
Single Property	Family	Detached	4,000 to 4,800 SqFt Less Than 4,000 SqFt	\$0.00 per SFD Lot \$0.00 per SFD Lot	Lot \$143.09 per SFD
Single Property	Family	Detached	Not Applicable Not Applicable	\$0.00 per Unit \$0.00 per Unit	Lot \$132.99 per SFD
Single Property	Family	Attached	11	· · · · · <b>r</b>	Lot \$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 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.

## 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 #2)

To the Honorable City Council, City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "<u>Unanimous Approval</u>") of River Islands Development Area 1, LLC, the record owner(s) (the "<u>Property Owner</u>") of the fee title to the real property identified below (the "<u>Property</u>") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "<u>Act</u>") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)" (the "<u>CFD</u>"), and it states as follows:

1. **Property Owner**. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "<u>Services and Facilities</u>") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities and Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIIIA of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on June 28, 2023, as Document No. 2023-050810 in the Office of the County Recorder of the County of San Joaquin. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor's Parcel No. 213-610-02, 213-610-16

Property Address: N/A

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

### Property Owner

RIVER IS AREA 1, I	LANDS DEVELOPMENT LLC			
a Delaware limited liability company				
$\cap$	·			
Ву:	a pl			
Name:	Susan Dell'Osso			
Title:	President			

Notice Address:

River Islands Development Area 1, LLC 73 W. Stewart Rd., Lathrop, CA 95330

;

(Attach acknowledgment)

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 March 1, 2024, before me, Debbie E. Belmar, a Notary Public, personally appeared Susan Dell'Osso, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Debter &. Belman

Signature of Notary Public

OPTI	ONAL	
	ormation can deter alteration of the document or	
Description of Attached Document		
Title or Type of Document:	Document Date:	
Number of Pages: Signer(s) Other Than	Named Above:	
Capacity(ies) Claimed by Signer(s)		
Signer's Name:	Signer's Name:	
Corporate Officer – Title(s):		
🗆 Partner – 🗆 Limited 🗆 General	Partner –      Limited      General	
Individual Attorney in Fact	🗆 Individual 🛛 🗆 Attorney in Fact	
Trustee     Guardian or Conservator	Trustee     Guardian or Conservator	
Other:	Other:	
Signer is Representing:	Signer is Representing:	

#### EXHIBIT A

#### CITY OF LATHROP Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)

## **DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES**

#### <u>Services</u>

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include. but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

#### **Facilities**

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and Cl Street, as well as other backbone and

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arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

#### Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

# <u>Other</u>

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

#### EXHIBIT B

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

#### **RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

#### A. <u>DEFINITIONS</u>

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this RMA.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

"Authorized Services" means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

"CFD" means the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2).

"CFD Formation" means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

**"Development Agreement"** means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder's Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

**"Escalation Factor"** means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2022 to April 2023.

**"Facilities Special Tax"** means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

**"Facilities Special Tax Requirement"** means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

"Final Map" means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq)

that creates SFD Lots. The term "Final Map" shall not include any large lot subdivision map, Assessor's Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Review Process" means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Maximum Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C below.

"Maximum Services Special Tax" means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

"Maximum Special Taxes" means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

"Non-Residential Property" means all Assessor's Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

"Non-Residential Square Footage" means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

"**Proportionately**" means, for the Services Special Tax, that the ratio of the actual Services Special Tax levied in any Fiscal Year to the Maximum Services Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property. For the Facilities Special Tax, "Proportionately" means that the ratio of the actual Facilities Special Tax levied in any Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property.

"**Public Property**" means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

"Residential Property" means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Services Special Tax" means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

"Services Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a singlefamily detached unit shall not be considered a separate Unit for purposes of this RMA.

"Special Taxes" means, collectively, the Facilities Special Tax and the Services Special Tax.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

"Tax Zone" means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. *All of the property within the CFD at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established

when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this RMA.

**"Trigger Event"** will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined for each Tax Zone pursuant to Section C shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

"Unit" means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

#### B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (ii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iii) for Single Family Detached Property, the square footage of each SFD Lot, (iv) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (v) whether the Trigger Event has occurred; and (vi) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

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#### C. MAXIMUM SPECIAL TAXES

#### 1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event. A different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

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

#### TABLE 1 MAXIMUM SERVICES SPECIAL TAX TAX ZONE 1

\* On July 1, 2023 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

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#### 2. Facilities Special Tax, Tax Zone 1

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property: Single Family Detached Property Single Family Attached Property Multi-Family 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	<ul> <li>0.00 per SFD Lot</li> <li>0.00 per Unit</li> <li>0.00 per Unit</li> </ul>	\$227.27 per SFD Lot \$183.49 per SFD Lot \$168.34 per SFD Lot \$143.09 per SFD Lot \$132.99 per SFD Lot \$ 0.00 per Unit \$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

TABLE 2MAXIMUM FACILITIES SPECIAL TAXTAX ZONE 1

\* On July 1, 2023 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 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.

#### 3. Maximum Special Taxes for Mixed-Use Buildings

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Taxes for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

#### 4. Reduction of the Maximum Special Taxes

If, in any Fiscal Year, the City determines pursuant to the Fiscal Review Process that the Maximum Special Taxes within one or more Tax Zones should be reduced, the Maximum Special Taxes within the Tax Zones may be reduced without a vote of the qualified CFD electors. An Amended Notice of Special Tax Lien reflecting the reduced Maximum Special Taxes shall be recorded against the Parcels within such Tax Zones.

# D. <u>METHOD OF LEVY OF THE SPECIAL TAXES</u>

## 1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

# 2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

# E. <u>MANNER OF COLLECTION OF SPECIAL TAXES</u>

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

# F. <u>EXEMPTIONS</u>

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

# G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rates, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

#### EXHIBIT C

## 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:

	pe of Prop		Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022- 23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Single Property Single Property Single Property Single Property Single Property Single Property	al Property Family Family Family Family Family Family nily Proper	Detached Detached Detached Detached Detached Attached	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	\$432.29 per SFD Lot \$349.02 per SFD Lot \$320.21 per SFD Lot \$272.18 per SFD Lot \$252.96 per SFD Lot \$0.00 per Unit \$0.00 per Unit	\$205.02 per SFD Lot \$165.53 per SFD Lot \$151.87 per SFD Lot \$129.09 per SFD Lot \$119.97 per SFD Lot \$0.00 per Unit \$0.00 per Unit
Non-R	esidential l	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:

	of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential P	roperty:			
Property	mily Detach			\$227.27 per SFD Lot
Single Fa Property	mily Detach	d Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$183.49 per SFD
	mily Detach		\$0.00 per SFD Lot \$0.00 per SFD Lot	Lot \$168.34 per SFD Lot
Property	mily Detach	Less Than 4,000 SqFt	\$0.00 per SFD Lot \$0.00 per SFD Lot	\$143.09 per SFD Lot
Single Fa Property	mily Detach	d Not Applicable Not Applicable	\$0.00 per Unit \$0.00 per Unit	\$132.99 per SFD Lot
Property	mily Attach	d		\$0.00 per Unit \$0.00 per Unit
Multi-Family	Property			-
Non-Resid	lential 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 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.

C-2

**RECORDING REQUESTED BY, AND** WHEN RECORDED MAIL TO:

CITY OF LATHROP ATTN: CITY CLERK 390 TOWNE CENTRE DRIVE LATHROP, CA 95330

Exempt from payment of recording fees (GC 27383)

#### SPACE ABOVE THIS LINE FOR RECORDER'S USE

# IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT (TRACT 4178 – OFFSITE ROADWAY DEDICATION – CLAWSON LANE)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, River Islands Development Area 1, LLC, a Delaware limited liability company, hereby grants to the CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California, an easement for ingress, egress and road purposes, and a public utility easement (PUE), over and across the hereinafter described real property situated in the City of Lathrop and more particularly described as follows:

# SEE EXHIBITS "A" & "B" ATTACHED HERETO AND MADE A PART HEREOF

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City Engineer of the City of Lathrop. This Offer of Dedication may be terminated, and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9, or Chapter 2 of Division 2 of the Streets and Highways Code of the State of California, whichever is applicable.

The above-described easement is to be kept open, clear and free from buildings and structures of any kind. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor's heirs, executors, administrators, successors and assigns.

### **SIGNATURES:**

Signed this 13<sup>th</sup> day of March, 2024.

RIVER ISLANDS DEVELOPMENT AREA 1, LLC, a Delaware Imited liability company

By:

(Notary Acknowledgment Required for Each Signatory)

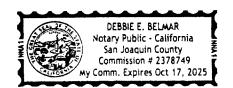
## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 March 13, 2024, before me, Debbie E. Belmar, a Notary Public, personally appeared Susan Dell'Osso, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



**Description of Attached Document** 

laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

I certify under PENALTY OF PERJURY under the

Place Notary Seal Above

Signature Debbei L. Belman

Signature of Notary Public

**OPTIONAL** -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Corporate Officer – Title(s):	Corporate Officer – Title(s):
Partner –  Limited General	Partner –  Limited  General
Individual Attorney in Fact	Individual Attorney in Fact
Trustee     Guardian or Conservator	Trustee     Guardian or Conservator
Other:	Other:
Signer is Representing:	Signer is Representing:

# EXHIBIT "A" & "B"

# LEGAL DESCRIPTION OFFSITE ROADWAY DEDICATION AND ADJACENT PUBLIC UTILITY EASEMENT CLAWSON LANE

(See Attached)

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# EXHIBIT "A"

LEGAL DESCRIPTION IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES OFFSITE ROADWAY DEDICATION-CLAWSON LANE RIVER ISLANDS-PHASE 2 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

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

BEING A PORTION OF THE DESIGNATED REMAINDER, AS SAID REMAINDER PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4149, RIVER ISLANDS-PHASE 2, LARGE LOT FINAL MAP", FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE WESTERLY LINE OF SAID DESIGNATED REMAINDER, SAID POINT BEING NORTH 23°21'22" WEST, 142.46 FEET FROM THE NORTHEAST CORNER OF PARCEL 13 OF SAID MAP OF TRACT 4149;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 23°21'22" WEST, 33.49 FEET;

THENCE LEAVING SAID WESTERLY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 65.50 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 51°49'59" WEST, THROUGH A CENTRAL ANGLE OF 29°37'20" AND AN ARC DISTANCE OF 33.86 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 49 SQUARE FEET, MORE OR LESS.

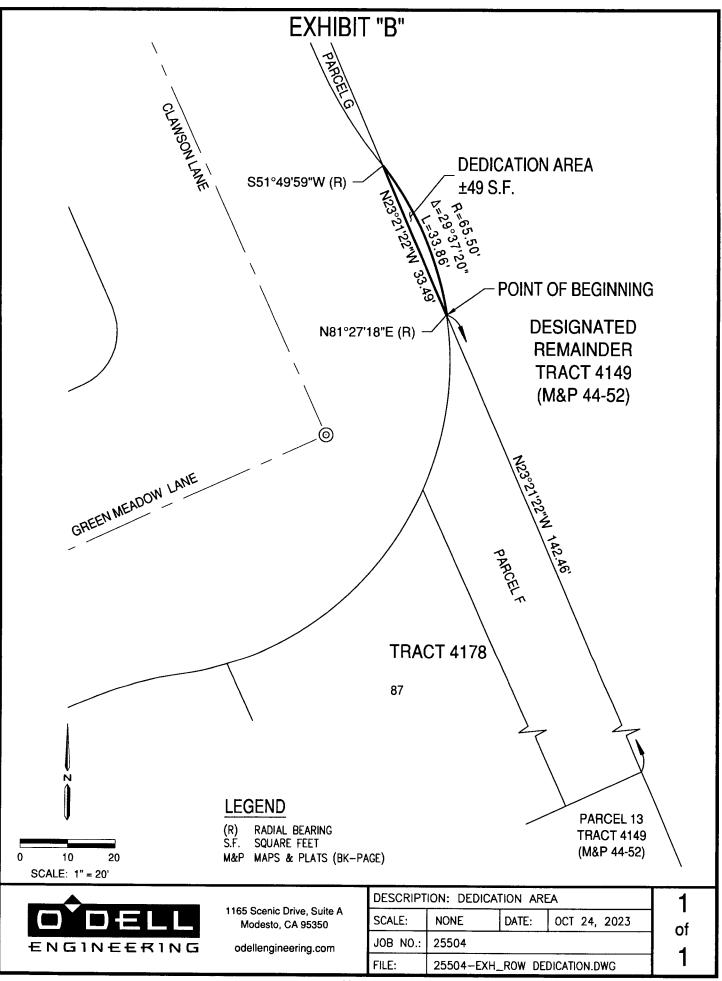
A PLAT OF THE ABOVE DESCRIBED PARCEL IS ATTACHED HERETO AS **EXHIBIT "B"** AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

THIS DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

WILLIAM M. KOCH PROFESSIONAL LAND SURVEYOR CALIFORNIA NO. 8092



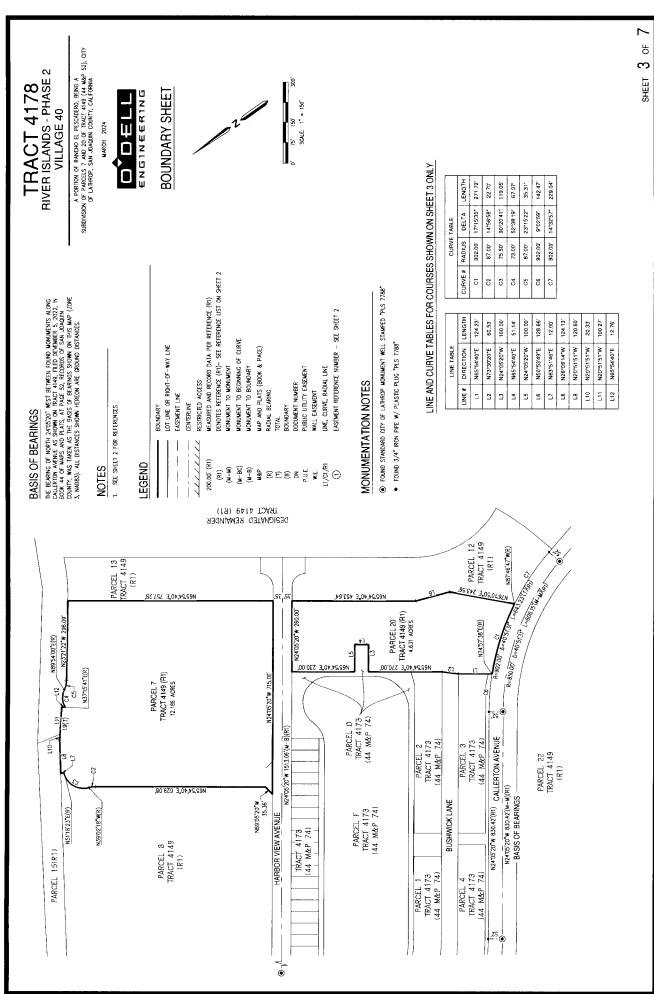


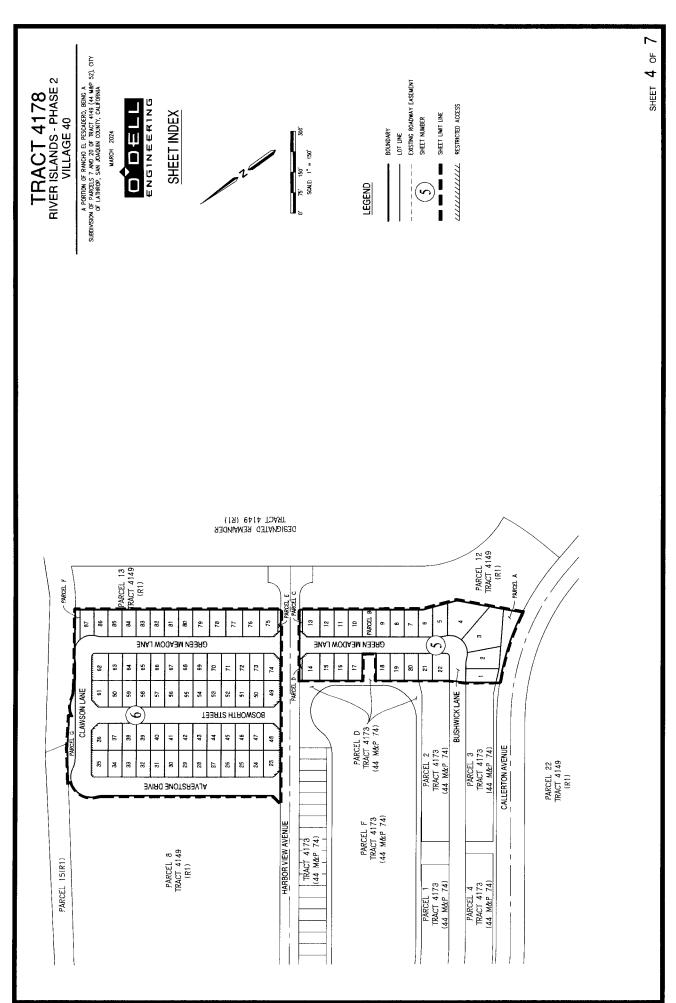
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2 A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP. TOGGTHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WRES, CABLES, PIPES, AND CONDUITS AND THE'R APPUREDANCES UPON, ORR AND UNDER THE STREPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "PULL" (PUBLIC UTITY EASEMENT).		Protect of the second sec
J. A MONE-EXCLUSE EXEMENT On RE OTY OF LATHROP. TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPORT AND MANIN. THE SOUND MALLS UPON AND OFEN THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "WE" (MALL REQUENT).	ENGINEERING	
THE REAL PROPERTY DESCRIED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES.	CITY CLERK'S STATEMENT	
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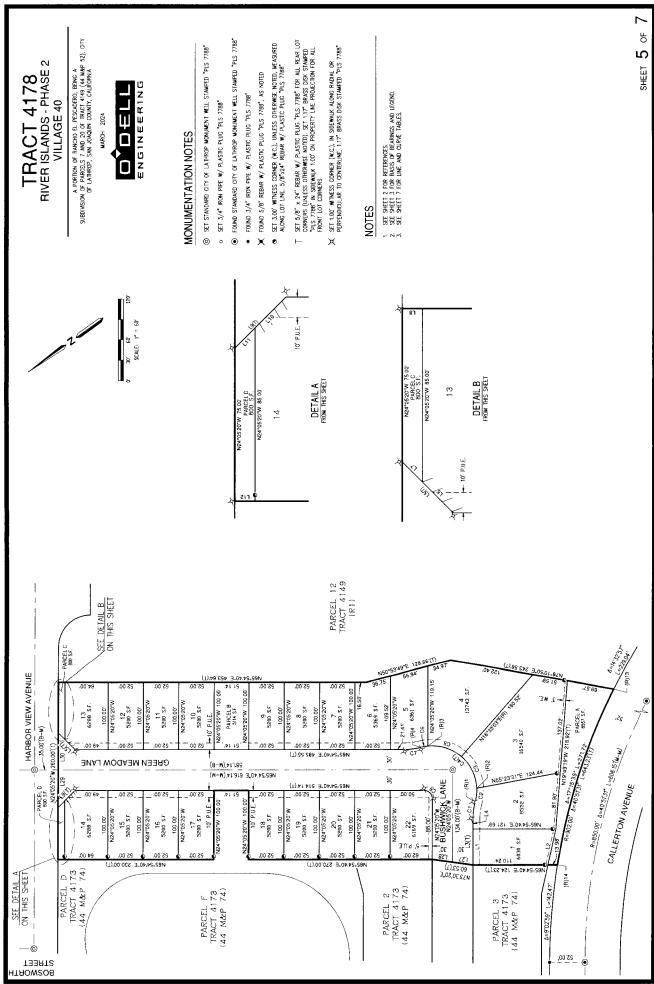
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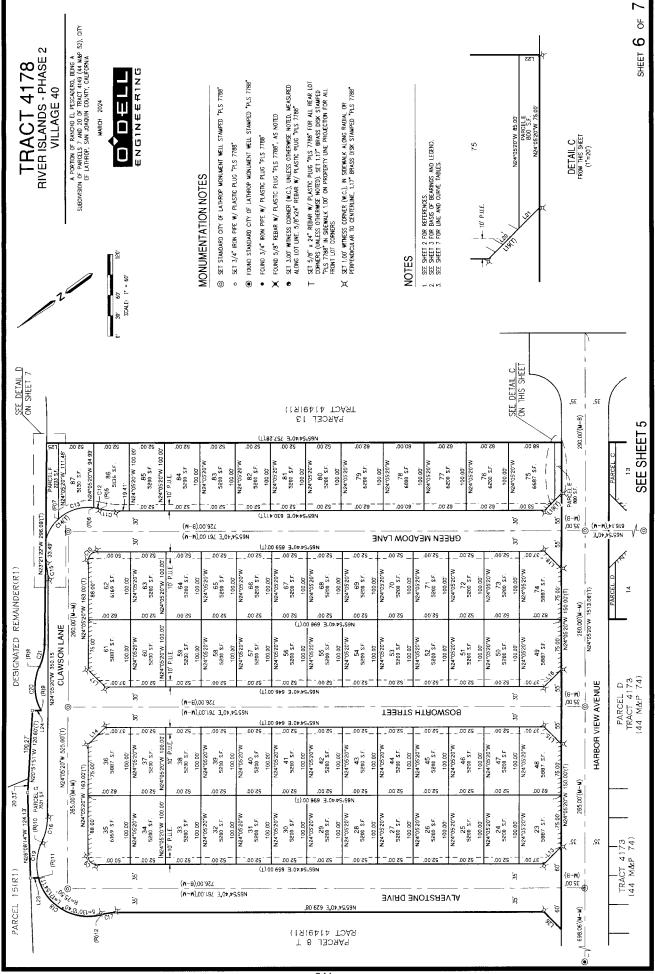
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# CITY MANAGER'S REPORT MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING

ITEM:APPROVE LARGE LOT FINAL MAP AND SUBDIVISION<br/>IMPROVEMENT<br/>AGREEMENT<br/>FOR<br/>23<br/>UNDEVELOPABLE PARCELS IN TRACT 4205 WITHIN<br/>THE WOODLANDS<br/>EAST DISTRICT OF RIVER<br/>ISLANDSRECOMMENDATION:Adopt Resolution Approving a Large Lot Final Map for<br/>Tract 4205 within the Woodlands East District,<br/>Totaling 23 Undevelopable Parcels, and Subdivision<br/>Improvement Agreement with Califia, LLC

# SUMMARY:

The developer, Califia, LLC (River Islands) proposes approval of the Large Lot Final Map (LLFM) Tract 4205, included as Attachment "C". The LLFM Tract 4205 will create large "blocks" of land consistent with future proposed small lot final maps within the Woodlands East District. The approval of LLFM Tract 4205 provides the ability to process small lot final maps in an orderly fashion where one small map does not depend on another, providing River Islands with greater flexibility in the order in which they sell neighborhoods within the Woodlands East District. City Council previously approved LLFM's for Tract 3876 East Village District, Tract 3908 Lakeside East District (Stage 2A), and Tract 4149 West Village District, for the same purpose.

Staff recommends that the City Council approve the proposed LLFM and Subdivision Improvement Agreement (SIA), included as Attachment "D", for Tract 4205, 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. The Project included certification of a subsequent environmental impact report, general plan amendment to the land use map, and text revisions to the land use element and circulation element. Amendments to the West Lathrop Specific Plan and Urban Design concept, zoning map and zoning text amendments, a Preliminary Development Plan and Vesting Tentative Subdivision Map, sixth amendment to the 2003 Development Agreement, and the Phase 2 Parks and Open Space Master Plan were also approved.

Tract 4205, the proposed subdivision, would create 23 undevelopable parcels within the Woodlands East District of River Islands, located on the west side of the San Joaquin River, north of Union Pacific Railroad.

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

# **CITY MANAGER'S REPORT** MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING APPROVE LLFM AND SIA FOR 23 UNDEVELOPABLE PARCELS IN TRACT 4205 WITHIN THE WOODLANDS EAST DISTRICT OF RIVER ISLANDS

The approval of Tract 4205 includes an SIA for the guarantee of the unfinished portions of Branton Avenue, River Islands Parkway, Seaton Avenue, and Stornoway Avenue, as detailed in Table 1 below. The SIA associated with Tract 4205 is focused on the guarantee of this portion of the collector and arterial roads.

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Unfinished Improvement Total:	\$10,667,200
Performance Bond (110% of Unfinished Improvements)	\$11,733,920
Bond No. 0844444	
Labor & Materials Bond (50% of Performance Bond)	\$5,866,960
Bond No. 0844444	

#### **Band Dataile**

As a precondition to record Tract 4205, River Islands must satisfy the Escrow Instructions, included as Attachment "E", by depositing necessary sums to guarantee the payment of all fees and providing required documents.

# **REASON FOR RECOMMENDATION:**

River Islands and the City mutually agree that a large lot subdivision map for each new district within the River Islands project is beneficial, since it allows for the orderly recordation of small lot final maps that create buildable lots in the future. Since River Islands does not know which tracts (Villages) within the Woodlands East District will record first, the large lot map allows for a small lot final map to be recorded in any order, with proper performance guarantees and security and any easements necessary for access. All final maps that create buildable lots will require an SIA and will require security for unfinished and/or deferred improvements associated with each tract/village.

River Islands has also completed the following required items necessary for approval:

	Documents	Status
1.	Large Lot Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Collector and Arterial Road Improvements	Received
4.	Labor and Materials Security – Uncompleted Collector and Arterial Road Improvements	Received
5.	Street Improvement Plans	Completed
6.	Geotechnical Report	Completed
7.	Submitted Certificate of Insurance	Completed
8.	Submitted Preliminary Guarantee of Title	Completed
9.	Escrow Instructions	Completed

# PAGE 3

# **CITY MANAGER'S REPORT** MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING APPROVE LLFM AND SIA FOR 23 UNDEVELOPABLE PARCELS IN TRACT 4205 WITHIN THE WOODLANDS EAST DISTRICT OF RIVER ISLANDS

	Fees	Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	N/A

The above-noted documents and fees are required by the VTM 6716 conditions of approval prior to approval of the Large Lot Final Map by City Council. The guarantee is in the form of the Subdivision Improvement Agreement with security and improvement plans.

Extensive off-site improvements to serve Woodlands East District have already been completed; including construction of levees, participation and construction of a Wastewater Treatment Plant Expansion (Consolidated Treatment Facility and River Outfall Structure), the purchase of SSJID surface water and construction of utility and roadway infrastructure to serve the proposed development area.

Upon acceptance of all improvements as complete, a one-year warranty and repair bond will be required to secure the River Islands obligation to maintain all improvements and repair or correct any defective work.

# **FISCAL IMPACT:**

There is no budget impact to the City as all City costs are covered by development fees. River Islands is also providing funds necessary to defray any staff time required to process their request.

# **ATTACHMENTS:**

- Resolution Approving a Large Lot Final Map for Tract 4205 within Woodlands Α. East District, Totaling 23 Undevelopable Parcels, and a Subdivision Improvement Agreement with River Islands
- Tract 4205 Area Map Β.
- Large Lot Final Map Tract 4205 C.
- Subdivision Improvement Agreement Tract 4205 D.
- Escrow Instructions for Large Lot Tract 4205 Ε.

# **CITY MANAGER'S REPORT** MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING APPROVE LLFM AND SIA FOR 23 UNDEVELOPABLE PARCELS IN TRACT 4205 WITHIN THE WOODLANDS EAST DISTRICT OF RIVER ISLANDS

### **APPROVALS:**

4MM

Bellal Nabizadah Assistant Engineer

Brad Taylor City Engineer

Cari Jam Finance Director

C

Michael King Assistant City Manager,

Salvador Navarrete **City Attorney** 

225

Stephen J. Salvatore City Manager

3/14/24

Date

<u>3/18/2024</u> Date

Date

3.14.2024 Date

3-14-2024

Date

3.19.24

Date

## **RESOLUTION NO. 24-**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A LARGE LOT FINAL MAP FOR TRACT 4205 WITHIN WOODLANDS EAST DISTRICT, TOTALING 23 UNDEVELOPABLE PARCELS, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CALIFIA, LLC

**WHEREAS,** on June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project. The project included certification of a subsequent environmental impact report, general plan amendment to the land use map, and text revisions to the land use element and circulation element; and

**WHEREAS**, amendments to the West Lathrop Specific Plan and Urban Design concept, zoning map and zoning text amendments, a Preliminary Development Plan and Vesting Tentative Subdivision Map, sixth amendment to the 2003 Development Agreement, and the Phase 2 Parks and Open Space Master Plan were also approved; and

WHEREAS, Tract 4205, the proposed subdivision, would create 23 nonbuildable parcels within the Woodlands East District of River Islands, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

**WHEREAS**, a Subdivision Improvement Agreement (SIA) between the City and Califia, LLC, (hereinafter referred to as "River Islands") and provision of security by River Islands for unfinished and deferred improvements for portions of Branton Avenue, River Islands Parkway, Seaton Avenue, and Stornoway Avenue are required prior to final map approval pursuant to the Lathrop Municipal Code Section 16.16; and

**WHEREAS,** River Islands has provided security in the form of performance and labor and materials bonds for the collector and arterial roads as detailed in Table 1 below

Unfinished Improvement Total:	\$10,667,200
Performance Bond (110% of Unfinished Improvements)	\$11,733,920
Bond No. 0844444	
Labor & Materials Bond (50% of Performance Bond)	\$5,866,960
Bond No. 0844444	
Land	

#### Table 1 – Bond Details

; and

**WHEREAS**, as a precondition to record the Large Lot Final Map 4205, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents; and

**WHEREAS**, upon acceptance of all improvements, a one-year warranty bond will be required to secure the River Islands obligation to maintain all improvements and repair or correct any defective work; and

WHEREAS, large lot final map 4205 does not create buildable lots; it only configures them for future subdivisions and creates the backbone circulation elements (streets) for the planning area; and

**WHEREAS**, staff has confirmed that all Conditions of Approval of VTM 6716 required for approval of Final Map 4205 have been met, including those Conditions of Approval satisfied under the Subdivision Improvement Agreement; and

**WHEREAS**, the City Engineer has confirmed that the Final Map for Tract 4205 is in conformance with VTM 6716, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

WHEREAS, River Islands must satisfy the escrow requirements prior to recordation of the Final Map for Tract 4205.

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

- 1. Approve the Final Map for Tract 4205, 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.
- 2. Approve a Subdivision Improvement Agreement with Califia, LLC in substantially the form as attached to the March 25, 2024 staff report that accompanied this resolution and authorize the City Manager to execute.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 25<sup>th</sup> day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

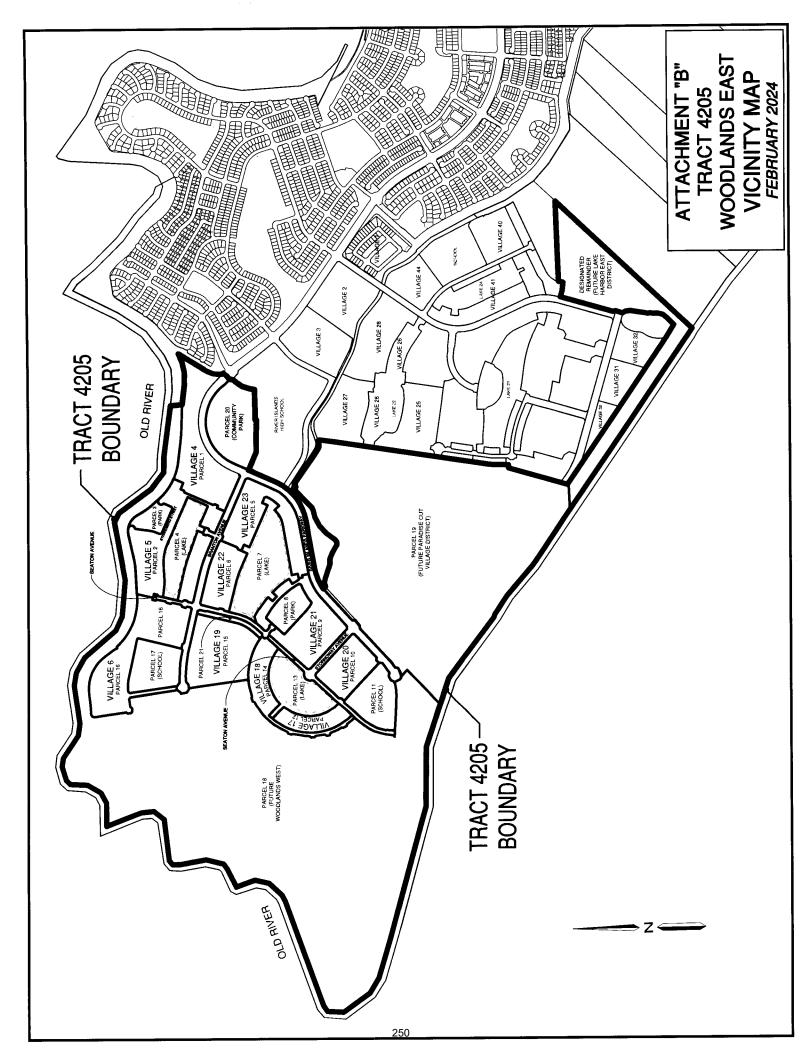
Sonny Dhaliwal, Mayor

ATTEST:

**APPROVED AS TO FORM:** 

Teresa Vargas, City Clerk

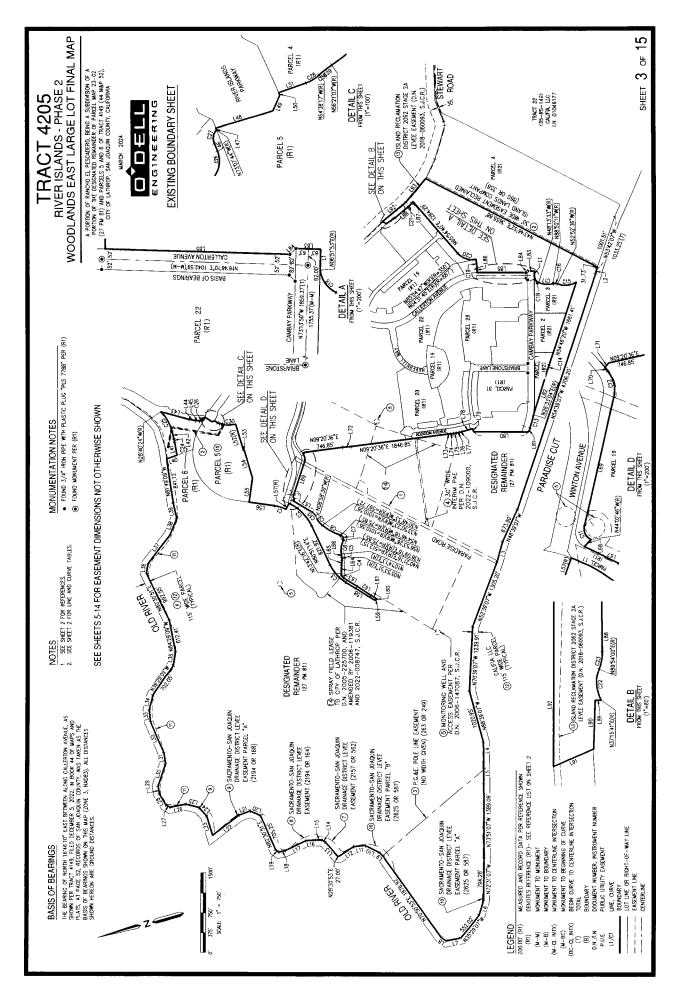
Salvador Navarrete, City Attorney

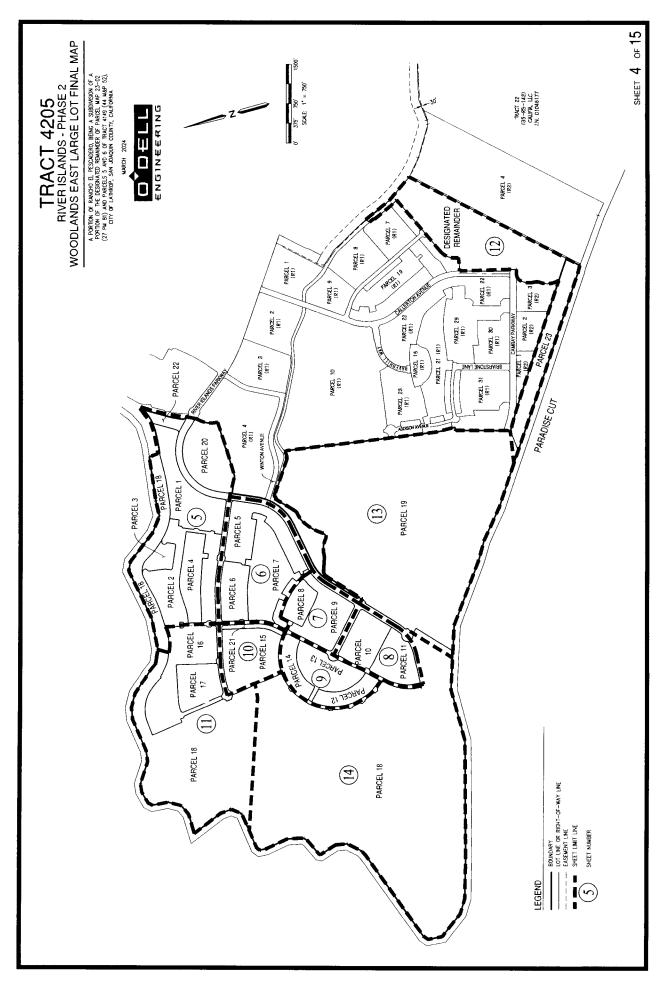


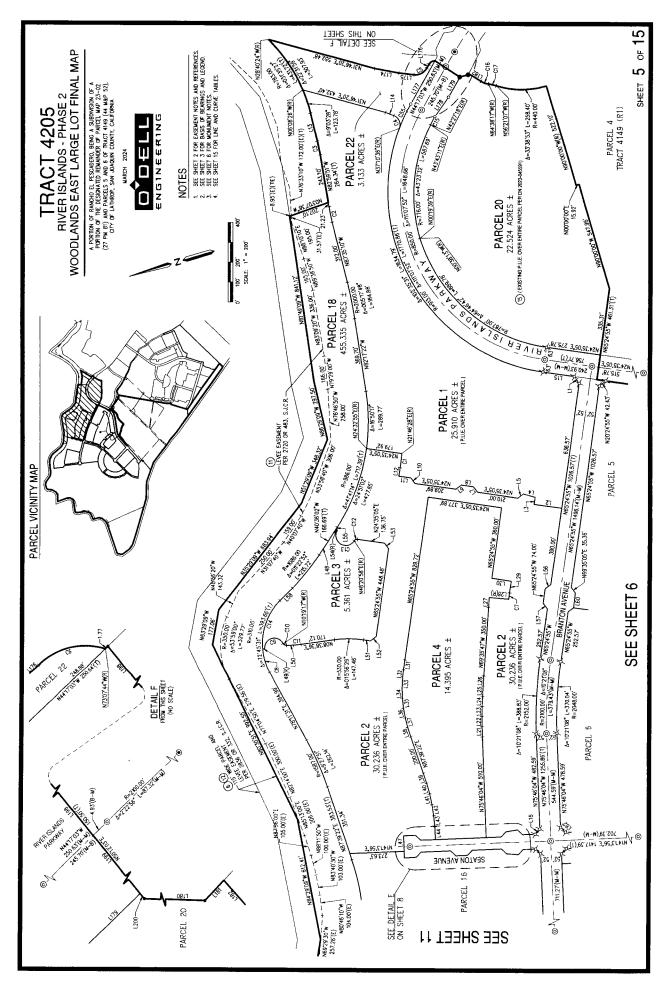
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DATED THIS DAY OF 2024. BY:		CITY ENGINEER'S STATEMENT
NAVE	ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)	I BRUD R. TANDR, INTERPENTER TANT, MARINA MELCIN: POMERTER OF THE CITY OF UNATION CALIFORMIA. AND INTENNE STANDARD THIS TANDRONG OF TRACET 2013, FIRST BLANDS-PANSE 2, MODAMOIS SEGT MORE TANT, NAK EVA DOOR OF TANDRONG PARTING MARINA DE SUBJECTIVA DATA DATA DATA VARIAN K. AND DOOR DATA TANDRONG DATA DATA DATA DATA DATA DATA DATA DAT
ACKNOWLEDGEMENT CERTIFICATE (OWNER)	A NOTARY PUBLIC OR OTHER OFFICER COMPLETING MIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SAMED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFLUNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT	THE SAME OF THE REPORT OF THE THERE THE COMPARES WITH ALL PROYEDUS OF CLARTER 2 OF THE THERE
A NOTARY PIGUE OF OTHER OFFICE COMPELING HIS CERTIFICATE. VEREES ONLY THE IDENTITY OF THE INVIDUAL WHO STRATE THE DOCUMENT TO MACH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHPELARESS, ACCURACY, OR WALDITY OF THAT DOCUMENT	STATE OF CALIFORMAN CONTY OF SAN JOAQUN	Jar Ca
SINTE OF OULFORMIN ) COUNTY OF SAN JOAQUN ) A NOTARY PUBLIC, PERSONALLY APPEARD. A NOTARY PUBLIC, PERSONALLY APPEARD. A NOTARY PUBLIC, PERSONALLY APPEARD. THE PERSON(S) #NOT X MALE(S) (S/ME SUSCIDATE OF THE PERSON(S) #NOT X MALE AL A MA CART AND THE WITH MATEMANY AND AT ANYWAR FORCES TO MAT HE YEAR CHILY FRONTIN THE CAURT AN EARD 7 MERS	ON 2014. FUBLIC, FERSIONALIY APPEARD. MOTARY FUBLIC, FERSIONALIY APPEARD. M. MOTARY FUBLIC, FERSIONALIY APPEARD. M. M. MINH. MICHARGANCTORY FUNDEDCET DI RF. M. EGSION(S), WHOSE MANE(S) IS/ME. SUBSCRIBED TO THE WITHIN MICHARGANCTIVE DI ME THAI TECS/SIG/THEYE DECORD. THE WITHIN UNDERLIST, MOTANIA THE AFEX-MERT SCIANTIFIC(S) ON THE INSTRUMENT THE PERSON(S), OR THE FUTTI UNDERLIST OF WHICH THE EPESON(S), ACID. EXECUTED THE SUBLIC THE SUBJECT OF OR THE FUTTI UNDERLIST.	BRUD R TANGR R.C.E. 92823 CITY BNGNEER OF THE CITY OF LATHORY, CAUFORNAA
Authorized Gupacity(des), and that By Hejaer/Herr Scanture(s) on the instrument the person(s), dr the cnity upon betale of which the ferson(s) acted, excuted the instrument drefty under penality of persunry under the laws of the state of culforma that the foregoing	i certify under penality of perlary under the laws of the state of california that the foregoing paragraph is true and correct. Witness up hand:	<b>XDER'S STATEMENT</b>
PARAMATH IS INCE AND LUMECCI. THISS WY HAND: SCHATURE	Slove The: June Corents	RED THIS DAY OF A DAY OF A DAY OF A ZO A THE REQUEST OF OLD REPUBLIC THE COMPANY. IN BOOK OF MAPS AND PLATS, AT PACE ZO A THE REQUEST OF OLD REPUBLIC THE COMPANY. FREE \$
PRIMICIAL CONTINUED BUSINESS PRIMICIAL CONTINUEDF INY COMMISSION EXPIRES	PARCENT, OF BUSINESS PARCENT, ON PUBLIC VI COMMISSION NUMBER VI COMMISSION DUPRES	9Y: STEVE RESTOLANDES ASSESSOR-RECOMPRE-COUNTY CLERK
	EXEMPT FROM FEE PER COVERNMENT CODE 273981; DOCUMENT RECORDED IN COMPECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE LIMPOSITION OF DOCUMENTARY TRANSFER TAX	SAN JOAQUIN COUNTY CAUFORNIA SHEET 1 OF 15

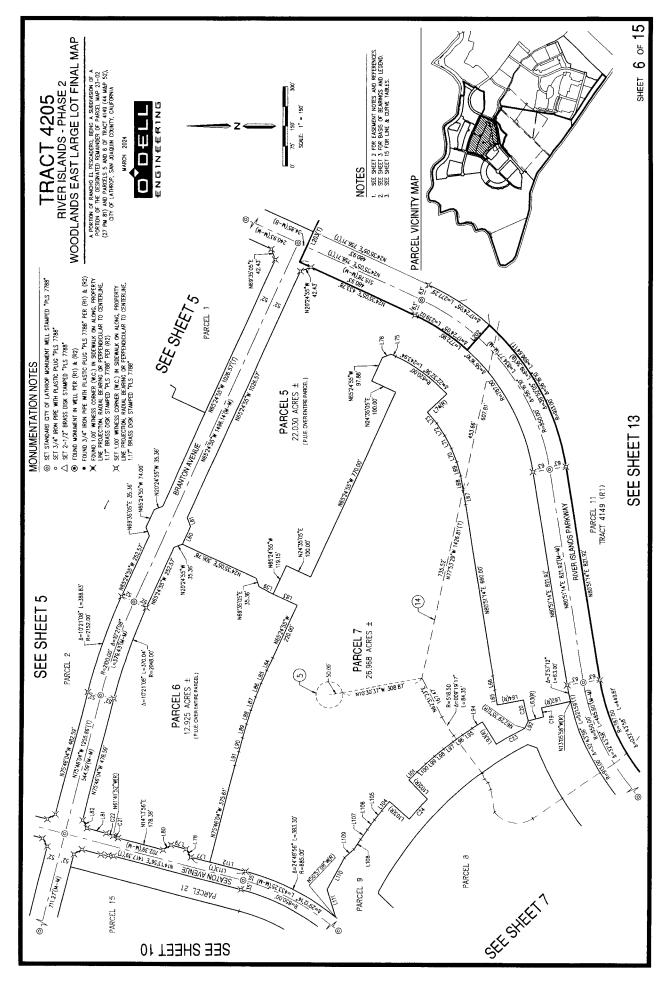
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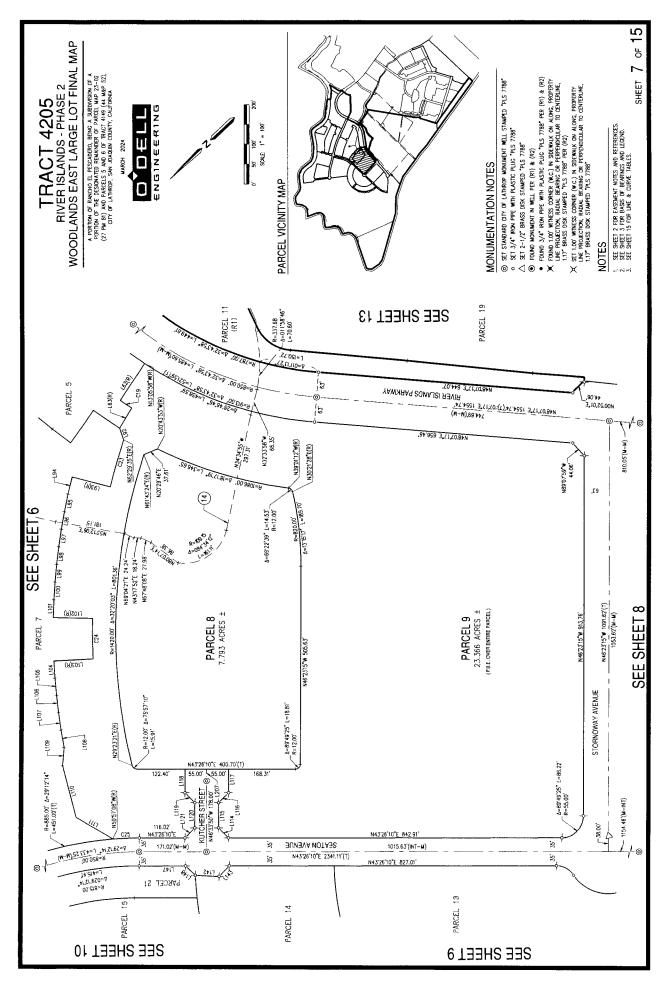
				TRACT 4205	E 2 FIMO	EA	EASEMENTS		
CITY SURVEYOH'S STATEMENT LARRY A. ALANDRY, HERBY STATE THAT HAVE EXAMINED THIS FINAL MAP OF "TR URDR SLANDS – PHASE? 2, WODDIANDS FASTLARED TO FINAL MAP OF OF TATHORY	IS FINAL MAP OF "TRACT 4205, P. CITY OF LATHROP	4205,		WOODLANDS EAST LANGE LOT FINAL MAP A PORTIN OF RANCIO FI PSYCAPPRO RENG A SURINGSION OF A			bot roludikay eacement in Favor of San Joaquin County PER 199 or 422 44 mer diamet over 1 mer eacement from 14 - Anteo	COUNTY PER 1999 OR 422 Minetia	1
CALIFORNIA, AND I AM SATISPIED THAT THIS FINAL MAP IS TECHNICALI DATED TUIS	TEX CORRECT.		PORTION OF THE DEC (27 PM 81) AND PAR	PORTICN OF THE DESIGNATED REWANDER OF PARCEL WAP 23-02 (27 PW 8) AND PARCELS 5 NOD 6 OF TRATE 4149 (44 W&P 52),	AP 23-02 M&P 52).	90	WILL FORE LOLE LAR DATE OF AND A 249 (APPROX LOCATION- NO MUTH CIVEN)	XX LOCATION- NO MOTH GIVEN)	
	and the second			ILV. SAN JUAQUIN LUUNTI, UALITUR MARCH 2024		$\odot$	30° MICE INTERNA PUBLIC ACCESS EASTMENT TO CITY OF LATHEROP PER ON 2022-109000 14ª mars access fatement and not compared in the fatements of the party of	of Latherop PER DN 2022-109000 Di exemente to the Atty of	
DARRYL A. ALEXANDER, P.L.S. 5071	PE A 1 207 2 207					9 (	IN THE FLORE CARGENER FOR SHE IN THE CARGENER FOR THE CAR		
						9(	SSLOD LEVEE AND FLOOD CONTROL EASEMENT FER 2094 DR 2005	34 UK 340	
	the call the		E P	ENGINEERING		90	SSLOD LEVER AND FLOOD CONTROL EXCENDENT FOR 2194 OR 164	134 CM 164	
	)						ssedio leyee and flood control easenent per 2194 or 168	134 DR 168	
			REFERENCES				ssudo levee and flood control. Easement per 2825 or 387	525 OR 367	
			(R1) TRACT 4149, RIVER ISLAND: 2022. IN ROOK 44 OF MAPS	S-Phase 2, West village large L s and plats, page 52, s.j.g.r. (4,	(R1) TRACT 4149, RIVER ISLANDS-PHASE 2, WEST VILLAGE LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022 IN BODX 44 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (44 MAP 53)		SSLOD LEVEE AND FLOOD CONTROL EASEMENT PER 2720 DR 483	720 DR 483	
SURVEYOR'S STATEMENT			(R2) PARCEL WAP FILED DECEMB.	ER 5, 2024, IN BOOK 27 OF PARCE	L MAPS, PAGE 81, S.J.C.R. (27-PM-		Levee easenent in favor of reclamation distrinct 2002 per on 2835 or 332	T 2062 PER DN 2836 OR 332	
HIS WAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS B. IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP AT THE RECURST OF CALIFIES JUST ON THE REQUIREMENTS OF THE SUBDIVISION AND A THEOREMENTS OF A SUBDIVISION AND A	ASED UPON A FIELD SURVIASE ACT AND LOCAL ORDINAN			c		9	stace 2.4 levee easement in Favor of reglamation (IISTRICT 2002 per ON 2018-0060093	on district 2062 per on	
AF INC EXPOSENT OF VALUES AND GOUND THE DEPONENT LEX VALUES INTERD INTEL THEY MULTIMENTS. AFE OF THE CARACITE AND GOUND'T THE POSITIONS INDUCTED OF THAT THEY MULT BE SET IN THOSE POSITIONS BEFORE RESEMENTS, 2023, AND THAT THE UNUMENTS AFE OR THAT THEY INTEL OF SOLITONS AFE OF CAURAGE THIS SUBJECT IN A REPENDENT OF A DAY THEY AND THAT THE FAULT WITH THE STELEVALUES THIS SUBJECT IN A SUBJECT IN A REPENDENT OF A DAY THEY AND THAT THE FAULT OF A	THAT THEY WILL BE SET II THAT THEY WILL BE SET II THENTS ARE, OR THAT THE		PURSUANT TO SECTION 66436 OF FOLLOWING PARTIES HAVE BEEN OF	SIGNAT UNE UMISSIUMS PURSUAT DESCRUPTIONES OF THE CALFORMA SUBDIVISION WAP ACT, THE SIGNATURES OF COLOMING PARTIES MAYE REFIN ONITITID	P ACT, THE SIGNATURES OF THE	3	spray field lease acreadent between califia, lic and the gity of lathor on 2008–202700 and further andnoed fer coclarnt numbers 2006–119.201, 2016–108524, and 2022–006/47	c and the gity of latingop per Went Numbers 2006-119.381,	
SUBSTANTIALY CONFORMS TO THE CONDITIONALLY APPROVED VESTING DATED THIS DAY OF 2024.	IC TENTATIVE MAP.		1. RECLAIMED ISLANDS LAND HYDROCARBON SUBSTANCI 2001-01046177, S.J.C.R.	recumed islands land company reservation for oil cas, minerals, and other hydrocarrow substances uting below a defith of soo feet, per document number 2003–0004517, s.i.c.r.	cas, minerals, and other feet, per document number	e	public utility elecanent (p.U.E.) oher plarede. 5 of tract 4149 per da 2023-045591	F TRACT 4149 PER DN 2023-045591	
	200		TABLES ARE FOI	ABLES ARE FOR SHEET 3 ONLY					
DYLAN CRAWFORD, P.L.S. NO 7788	E E E E		UNE TABLE	LINE TABLE	UNE TABLE	LINE TABLE	CURVE TABLE	CURVE TABLE	E
	Ser Line				-			MIDVE DVI	TA LENCTU
	C CALED		N7313'50"W	1 26 NSTRONGITE	LINE DIRECTION	NA 26'57'F	787.00 17'24'05"	C25 783.00	1.
			N60'28'07"W	127 N4330'51'E	L52 N90'00'E	N1.35'00'E	913.00 3852'05*	C26 66.00	+
			W_10,62.25N	L28 N75'30'51"E	ß	L78 N0'44'56"E 199.49'	787.00 32'43'58"	61 <sup>6</sup> C27 34.00 61.20'58 <sup>6</sup>	58" 36.41'
TILOTIOLO RARA STATEMENT:			L4 N73'50'07"W 373.74"	-	154 N90700'00"E 547.96	L79 N8915'04"W 60.61'	C4 100.00 5510'35 96.30'	30' C28 100.00 22'44'09"	09" 39.68'
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITE PERMITS OPERATION OF PROPERLY CONDUCTED ACRICULTURAL C	0PERATIONS WITHIN THE CI	he dity of lathrop 1ty units, including	LS N73'50'07"W 421.94'	4 L30 N5529'09"W 449.75'	C L55 S65'24'55"E 461.31'	L80 N16'46'10"E 1045.97'	C5 200.00 16'43'42" 58.39'	39' C29 288.00 817'09"	09" 41.65'
THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES, YC YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTUR	ou are hereby nothed ral lands and operation	That the property N.S. You May be	L6 N56'29'07"W 294.56'	6' L31 NB1-22'09"W 218.48'	L56 N2435'05"E 480.93'	LB1 N53'09'13"W 72.39'	C6 512.15 300703 269.21'	21' C30 440.00 3J38'53"	53 258.40'
SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL AI	e lawful and proper us Activites, including with	se of Agricultural Iqut limitations,	L7 N5:30'53"E 274.76'	6' L32 N82'50'51'E 649.83'	C L57 N4800'51*W 126.00'	L82 N55'45'43"W 900.95'	C7 75.85 90'55'35" 120.37	37	
CULTIVATION, PLOMNC, SPRAYNG, IRRIGATION, PRUNING, HARVE: PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPRED.	csting, Burning of Agrici Dation, and other Activi	Jultural Waste Thes which way	L8 N50'30'53'E 111.08'	3' L33 N79-29'09"W 226.88'	r L58 N48'07'17"E 644.07'	L83 N16'46'10'E 126.00'	-	38	
CENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS, B LOCATED ADJACENT TO AGRICULTURAL DPERATIONS OUTSIDE THI	be aware also, that thi He city's Jurisdiction. C	is property may be consequently,	L9 N62'30'53"E 109.88'	ð,	129 N0'52'01"E 44.06'	-	597.72	75'	
depending on the location of your property. It may be necessary that you be prepared to accept such inconveniences or disconfort as normal, and necessary aspect of lynng in an	NECESSARY THAT YOU BE ND NECESSARY ASPECT OF	E PREPARED TO	N42'30'53"E	L35 N64'29'09"W	L60 N4623'15*W	N16'46'10"E	150.00 33'35'00"	32'	
2. A SOLU FURALLY ACTIVE REGOM. 2. A SOLUS REPORT ENTITED "GEOTECHNICAL EXPLORATION, RVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", DESERVENCE AS DADA FOT AND FOLK FOUND AND AND AND AND AND AND AND AND AND A	RISLANDS PHASE 1, LATHR	ROP, CALIFORNIA",	N11.30'53'E	1.36 N6329'09'#	L61 N4754'11"E	_	60.00 81'48'45"	7	
REFERENCE AS PROJECT NO. SUGAR, SUCTION AND DATED JULY PROJECT BY ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO.	29, 2005, HAS BEEN PREI 2677, AND IS ON FILE W	Pared for this with the city of	N16 29 07 W	L37 N3529'09'W	162 N4916'08'E	N33735'06'W	150.00 541418	8	
LATHRUP I. FRACT 4205, FIRACT 4205, RIVER ISLANDS – PHAGE 2, WOODLANDS EAST LARGE LOT FINAL MAP", CONTAINS HERECES 1 THRUGH 23 CONTAINING TORB 270, ACRES, MORE OR LESS, AND ROADWAYS THAT ARE FING	Lands East large lot fil Dr less, and roadways 1	INAL MAP", CONTAINS THAT ARE BFING	L13 N65'30'53'E 350.65' L14 N45'30'53'E 79.61'	5. L38 N5129.09 W 348.32 L39 N8629'09 W 297.50'	LES N483142 E 299.09	L68 N2521'22'W 316.75 L89 N6554'40'E 12.76'	C13 146.5.00 1017.45 262.88 C14 5060.00 059'23" 87.74'	.*2	
DEDICATED BY THIS FINAL MAP WHICH INCLUDE 41.247 ACRES, I OF 64.721 ACRES, MORE OR LESS, AS SHOWN ON THIS PARCEL	MORE OR LESS, AND A DE L MAP (PLEASE REFER TO	ESIGNATED REMAINDER THE AREA TABLE	N15-57"53"E	L40 N30738*W	L65 N6722'27"W	W2051'51"W	417.66 5150'19"	88,	
BELOW):			L16 N12'30'51*E 185.68'	8' L41 S82'59'51"E 243.10'	/ L66 N8436'56"W 60.05'	L91 N43'46'52"E 89.07'	C16 143.40 3559'35" 90.08'	<b>8</b>	
TRACT 4205 AREA SUMMARY	A SUMMARY		L17 N8'29'09"W 433.05'	5' L42 N8704'58"W 146.01	L67 N4726'21"E 429.58	L92 N22'32'02"W 578.41'	C17 385.33 40'38'38" 273.34'	2	
PARCELS 1-23	1086.270 AC±		L18 N4'30'51"E 128.14"	IL43 S3146'20"W 552.48"	r L68 N24'05'38"W 49.32'	L93 N3310'02"W 584.03	C18 148.60 55°55°26° 142.88°	86'	
STREET DEDICATIONS	41.247 AC±		L19 N51'30'51"E 71.52'	P. 144 S2721'21"W 124.44'	· L69 N54'46'45"W 663.99'		C19 887.00 10'51'08" 168.00'	8	
TOTAL	1129.517 AC±		L20 N38'30'51 <sup>T</sup> E 211.47'	7 L45 S2256'22"W 77.31'	L70 N7038'57'E 21.64		C20 350.00 60759'27" 372.57	57	
DESIGNATED REMAINDER	64.721 AC±		L21 NJ79'09"W 222.38	¥	5		520.00 1013'45"	·**	
			L22 N20'29'09"W 623.72'	2' L47 N4417'03"W 1.77'			73.00 52'38'19"	1.	
			N89'30'51"E	L48 N5012'03"E	L73 N10'26'42"E		87.00 2315'22"		
<ol> <li>BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, DRDER NUMBER 1214023243-LB, (VERSION 2) DATED FEBRUARY 23, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPARY.</li> </ol>	REPORT, DRDER NUMBER : EPUBLIC TITLE COMPANY.	1214023243-LR,	N64'30'51"E	L49 N1'44'21"E	L74 N916'02'E		C24 1000.00 4'05'06' 71.30'	<u>8</u>	
			L25 N3030'51'E 261.09'	9' L50 N46'40'22"W 7.02'	L75 N715'31'E 57.60'			SHEET	2 or 15

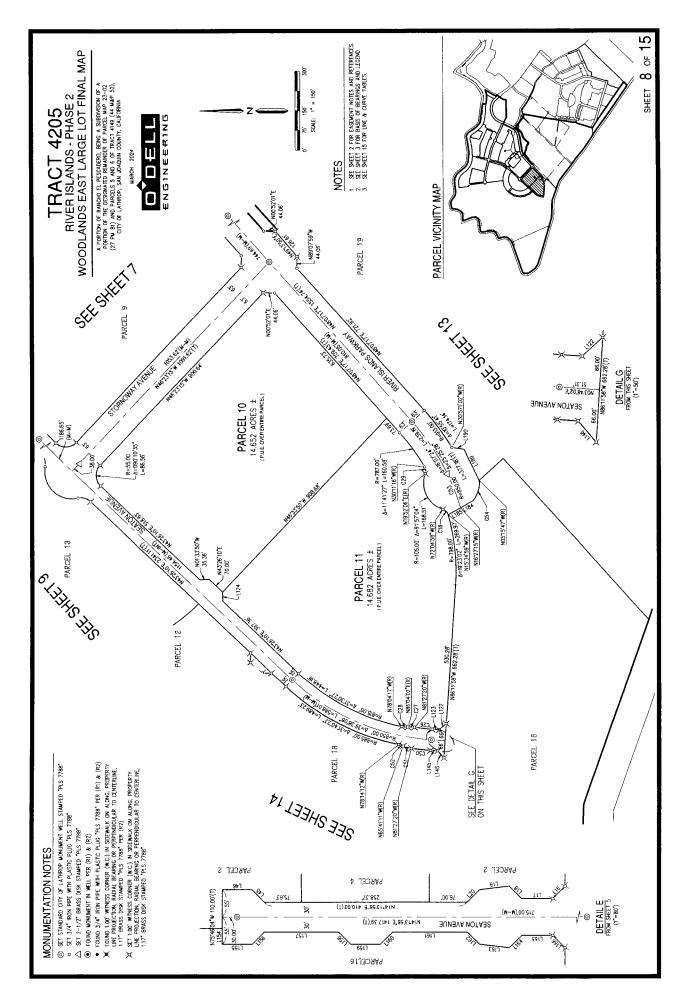


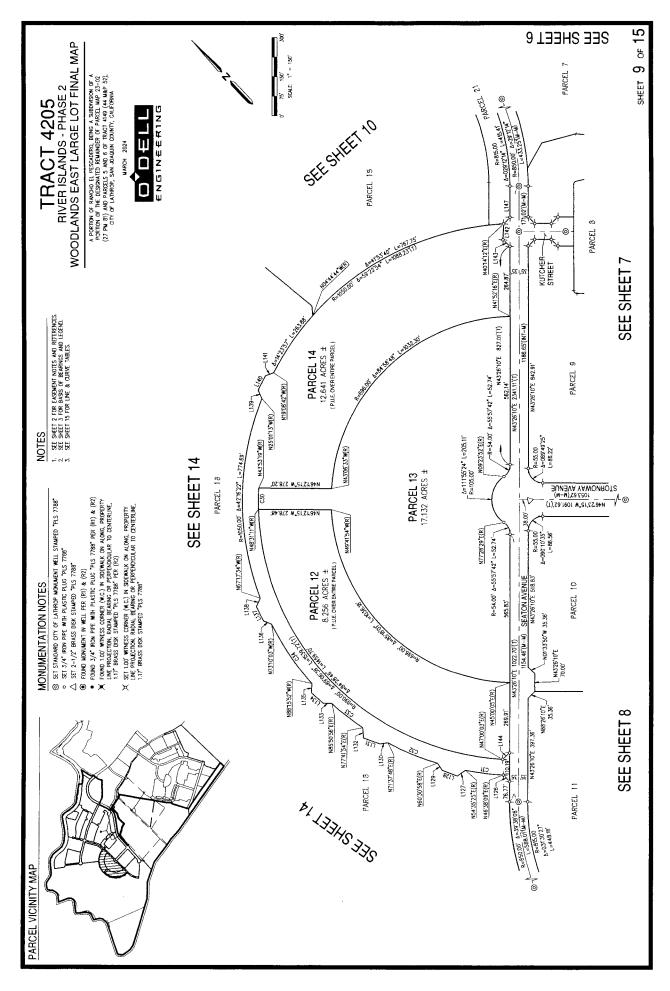


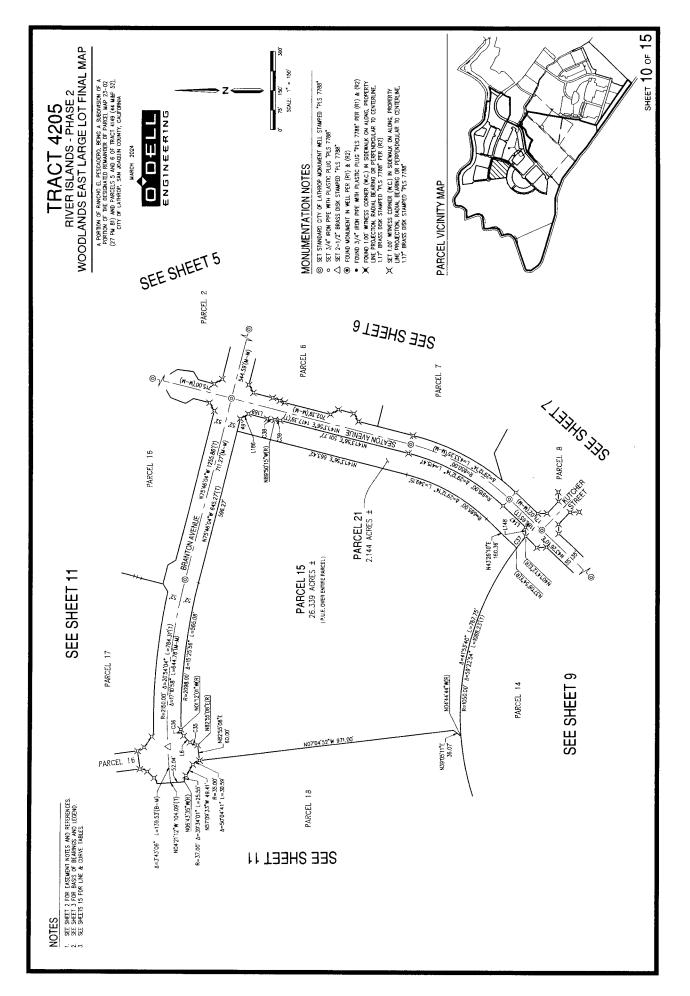


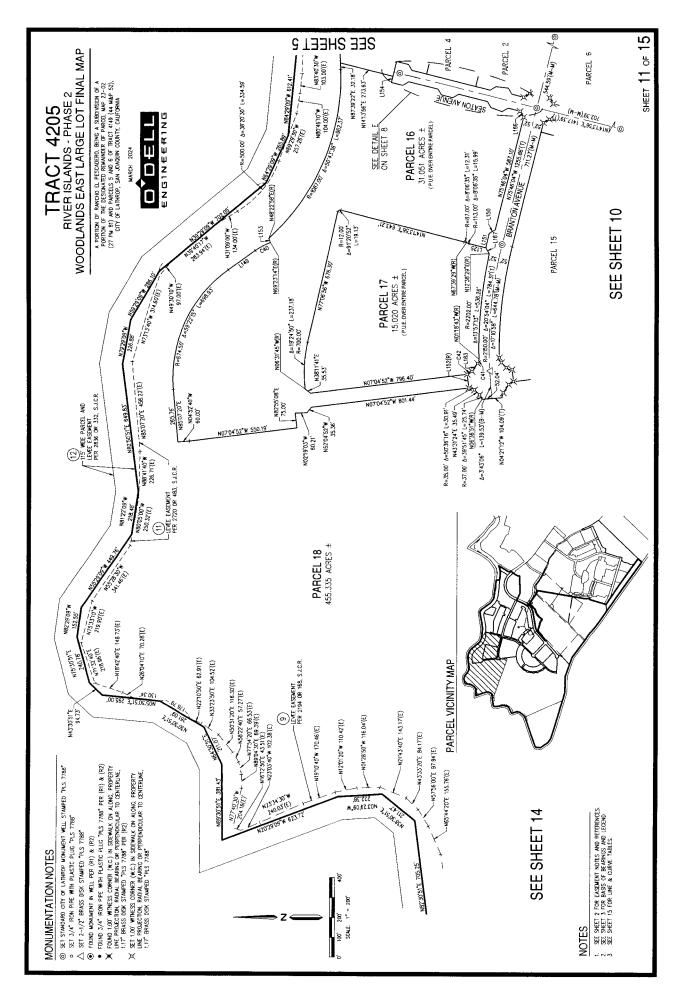


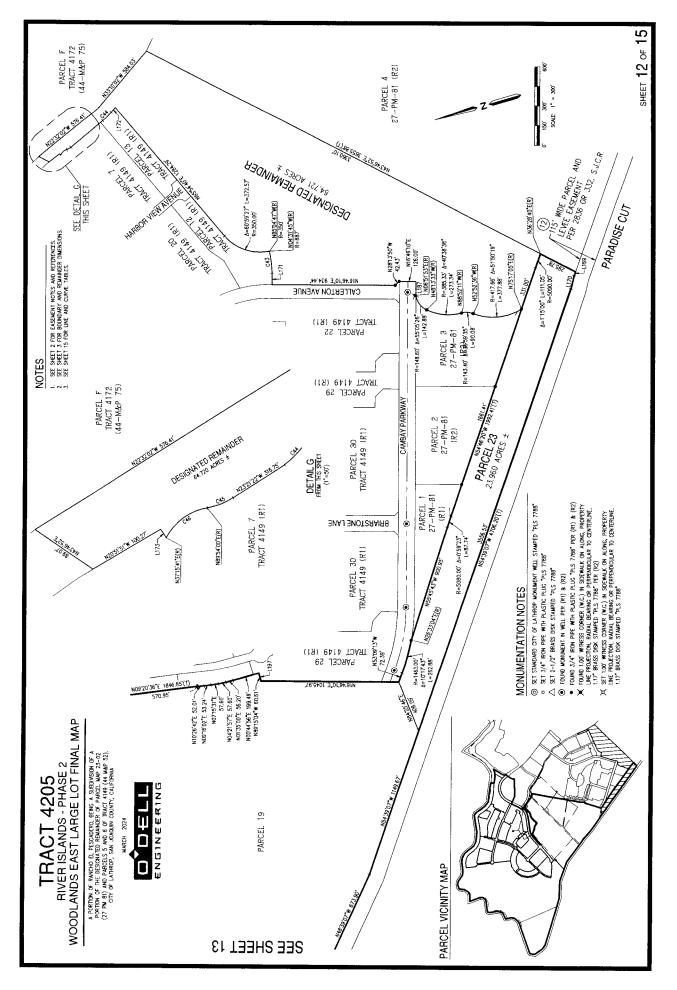


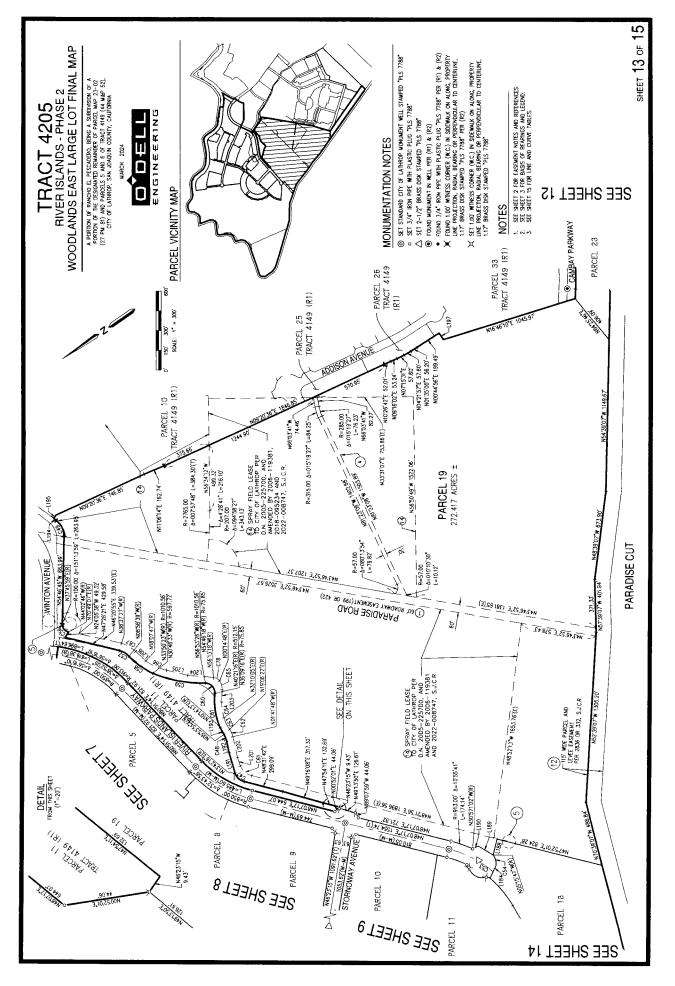


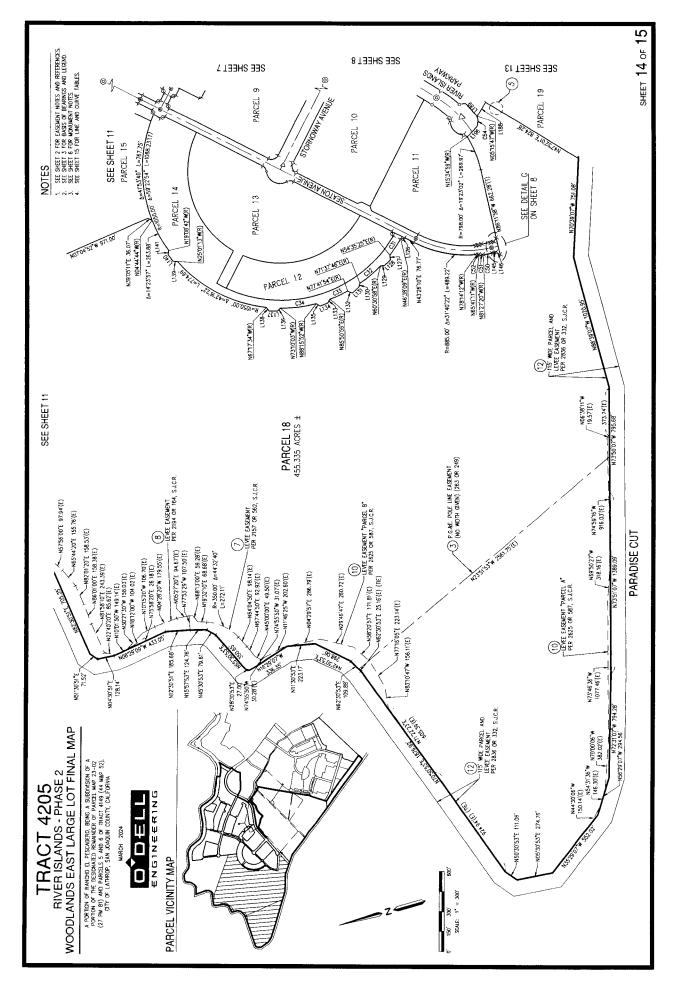












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LINE # DIRECTION LENGTH	INF # DIRECTION ) FNGTH		CNICTU	- H				⊢							F	TRAC	<b>T 4205</b>	ЧĊ		
3.30.35.05"E	L21 N75*15'27'W		55.74 <sup>°</sup>		NG9-35/06/F	35 36	LINE # UNHECTION	N LENGTH										0 2 2 7 2 7		
N24*35'05"E	N74*01'57"W		55.74	+	+	112.11	-+	-						MOOD		S FAST	WOODI ANDS FAST LABGE LOT FINAL &		NAI M	AP
N65°24'55"W	L23 N72*48'01"W 52.17	L43 N79*3319*W	55.74	L63 N		60.00	L83 N24"35'05"E	E 100.00'							NOTION OF PA	NCHO EL DEC		CIDNACION		
N32°10'45"E	-	L44 N76*03*49-W	63.81	L64 N	N10*40'04'W 10	101.00	L84 N66°27'25"W	N 55.01'						26	RTON OF THE	DESIGNATED I	A PORTION OF THE DESIGNATION DETING A JOURNAUGH OF A PORTION OF THE PERIODAL AND A PARTICLE REALING A MAP 23-02 (77 PM 64) AND ADAPTER E AND E OF THE OF A MAP 744 MAP 25-02	RCEL MAP 23	583	
N20*24'55"W	M-01-02-02N	-+-	35.36	-+		57.68'	L85 N66*23'18"W	N 55.00°						2	CITY OF LA	THROP, SAN	DAQUIN COUNTY	CALIFORNIA	'( <b>7</b> 0	
N46*07'36*E	N69°36'10"W		60.00		_	55.01	-+									WARG	WARCH 2024			
1.8 N24-35-05-E 35.36	1.27 N69*2745-W 51.91	L47 N75*46'04"W	77.61		-	55.01											40			
N20*24'55'W	N65-241651W	1 49 N40*36'02 W	155.24	-+-	_	55.00 <sup>.</sup>	-											<u>ן</u>		
N69*35'05"E	1-20-22 COV	-+-	00.01		N/4-2/ 50'E 5	00.00	L89 N/4-4110-W	-							÷	2	t N C   N t t t t   N C	ן ד		
N24"35'05"E	N65*25'05"W	+	35.00	-	_	00.00	W 2096-C/N 061													
N65*24'55'W	W67°33'23'W	+	35.36		-+		+	w 31.28	Ì											
-	W71*32'30'W	+	35.36	+	+	- - -	-			ŭ	CURVE TABLE			CURVE	CURVE TABLE		0	CURVE TABLE		
L14 N37*49'09"E 45.24	L34 N75*31:37'W 50.00'	L54 N49"23'52"E	10.00	1	+	1	+	+	OU	*	_	_	CURVE #	-+	-	LENGTH	*		A LENGTH	Ŧ
L15 N24*35'05"E 158.93'	L35 N79*30'44"W 50.00'	L55 N40*36'02"W	11.45		1	19.33	L95 N34*44'49'W	-	<u> </u>	-	-		C16	100.00	22°44'09"	39.68		-		i
L16 N30*46'04"W 35.36		L56 S20*24'55"E	35.36	t	N20*24'55"W 3	35,36	L96 N36*22'23'W	+		-		-+	C17	288.00	8*17'09*	41.65		1050.00/ 11*06'50	50" 203.67	
H14*13'56"E	N87*28'57"W	- 1	35.36	L77 N	N14*13'56'E 71	75.00	L97 N37*59'57"W	V 44.87		-	-	+	C18	30,00	56*29'58"	29.58	-	-+	-+-	.2
N59*13'56"E	-	L58 N29*0257*W	88.49'			35.36	L9B N39*3730"W	V 44.87		+	+	-+-	C19	1026.00	1*58'13"	35.28	+-		-	Ŀ.
N7°34'40"E	N87*58'22"E	-	60.10	L79 N	N14"13'56"E 61	60.00	L99 N41*15'04"W	V 44.87		+	-+-	-	CSO	1086.00	4 18'00"	81.51	-+-	-+		
L20 N30*46'D4"W 35.36'	L40 N89*19'22"W 55.74'	L60 N65*24'55"W	74.00	LB0 N3	N30*46'04"W 3!	35.36	L100 N42*52'38"W	V 44.87					C3	83.00	14*04'12"	20.38	+			o
LINE TABLE	LINE TABLE	I INF TARE			INF TARIF		I TADI E			C/ 560.00 78 310.00	700-61-50 - 00	01.38	C23	700./11	-21.90-51	28./3	1	1050.00 3*05'18"	-	
LINE # DIRECTION LENGTH	# HNI		LONO -	-					<u> </u>	+	+-		S i	1400,000	40.04	124.02	+	+	-+-	<u>_</u>
N44"30'11'W	L121 N1*33'50'W	1141 N67*16/09"W	33.38							C10 20.00	0. 158*16'03"	138.11 ** 138.11	C24	1480.00	3-59'09'	102.96	C39	83.00 14-0412	-	
N44*41'02'E	N41°11'58"W						-+-	+		+	-			00.000	01 C2 4	0/./0	+	-	+	
N40*41'53"E	N3*48'02'E		36.44 <sup>°</sup>	-+-	_		+		- - -	-+-		10 CF	83	203-502	4744.38	66.98 26 40		-	+	
N50*06'54"W	N88*26.10"E		36.44	-	+			-				-	120	00.111	utrisest	19.02 19.02	242	22.92./4 DD.CC	00.82 m	5 5
N51*44'28"W	N14*13*56"E	+	26.31	-			-	-			-+-			30.00	50 0141	16.30	+		_	
L106 N53*22'01"W 44.87	N0*02"10"E	+	35.36		+	T	_	+		+-	-			.00 008	4*37.52"	BD D2:	+	-		
	NB3+27'14"W	4	117.69	+-	-		-	+-	<u>`</u>	-	_	_	3	20000	1 01 01	77.00	-	-	4	,]
L108 N56*37'09"W 44.87	N25*49'51"W	+	34.35	+	+	- <u> </u>				CO	CURVE TABLE			CURVE TABLE	TABLE					
L 109 N41*40'29 W 46.98'	L129 N10*2013-E 32.02	L149 N35°30'25"W	167.92		S53*42'07"E 31	T	+	+ -	CUR	*			CURVE #			LENGTH				
N61*26'47"W	L130 N55*09'04"W 29.94'	L150 N30*46'04"W	35.36	L170 SE	S60*28'07"E 10	102.08	L190 N8*2730"E	46.36	ů	+	-		C61	126.27	-+	118.07				
L111 N73*08:37"E 109.11'	L131 N26*27'28"W 65.76	L151 N76*25'56"W	74.00	L171 N7	N74*37'07'W BE	86.03'	L191 N72*1703"W	/ 163.97	3		0' 55*10'35'	. 96.30'	C62	153.79	23*11'07"	62.23				
L112 N14*13'56"E 138.39'	L132 N39"24'38"E 39.25'	L152 N82*55'07"E	70.00	L172 N3	N33*35'06'W 47	47.55	L192 N67*22'27'W	V 89.68*	õ	-	0' 16°43'42'	<b>58.39</b>	Ces	271.11	20*48'10"	98.43				
N14°13'56"E	+	L153 S69*23'14'W	23.55	L173 N6	N65*54'40"E 12	12.76 <sup>-</sup>	L193 NB4*56'56'W	60.05	õ	-		-	C64	537.36	13"03'42"	122,50				
N88°26'10"E	N5"13'46"W	-+	32.39	L174 N2		124.44 L	L194 N70*58'57'E	21,64	ŭ	+	- +-	-	C65	117.21		74.51				
M46*33'50"W	N47°42'27"E			+-			L195 S27*06'03*E	30.30			-+-		C66	409.90	+	174.67				
W1"33"50"W	N25*05'49"W	-	35.36	-+		21.21	L196 N29*33'45'W	/ 106.79	5	+	+		C67	285.86	-	125.42				
N46*33'50"W	N17*06'52'E		150.00	-	-	248.88° L	L197 N89"15'04"W	/ 60.61	Ű	+	+	-+	C78	57.42	-	56.59'				
N46*33'50'W	N67*50'26"E	L158 N59*13'56"E	35.36	L178 S3	S38"34'25"E 12(	120.57 <sup>-</sup>	L198 N50*12'03"E	63,19'	C54	-+			C81	349.11	-	107.58				
N88*26'10"E		L159 N14*1356"E	60.00	L179 S4	S44*17'03"E 11	116.77 L	L199 S50*12'03"W	/ 87.27	C55	+		136.06	C82	689.00	12°18'52"	148.08				
L120 N46*33'50"W 63.00'	L140 N70°39'38'E 60.34'	L160 N30°46'04"W	35.36	L180 S1	S1*44'21"W 43	43.42 <sup>°</sup> L	L200 S50°12'03"W	/ 0.03	C56			* 85.67	C83	189.00'	23*00'45"	75.91				
						]	-		C57	57 150.00'	0' 33*35'00"	- 87.92'	C84	311.00'	26*27'59"	143.66				
LINE TABLE	LINE TABLE	LINE TABLE							C58	58 597.72'	2' 21*49'54"	227.75	C89	61.00	23*16'42"	24.78				
LINE # DIRECTION LENGTH	LINE DIRECTION LENGTH	LINE # DIRECTION I	LENGTH						C59	59 1010.56	6. 23-03-03-	406.56	CBD	175.00'	53*37"28"	163.79				
L201 N74°51'25'W 67.42'	L204 N38°50'31"E 194.90'	L207 N46*33'50"W	30.00						CEO	50 75.85	90*55'34"	120.37								
L203 N53*19'54"W 92.87"	L206 N76°30'42"E 107,29'																			
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# SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF LATHROP AND CALIFIA, LLC, FOR 23 LARGE LOTS IN TRACT 4205 (WOODLANDS EAST DISTRICT)

# **RECITALS**

A. This Agreement is made and entered into this **25<sup>th</sup> day** of **March 2024**, by and between the CITY OF LATHROP, a municipal corporation of the State of California ("CITY") and Califia, LLC, a California 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 CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4205. However, SUBDIVIDER has completed a portion of public infrastructure improvements associated with Tract 4205 for the collector and arterial streets within the Phase 2 development area. The unfinished portion of improvements total \$10,667,200 and security in the form of performance bonds have been provided to the City and will be required to be held by CITY as outlined in this Tract 4205 Subdivision Improvement Agreement unless otherwise substituted with other security as outlined in this Agreement.

C. The backbone collector and arterial streets (River Islands Parkway, Branton Avenue, Seaton Avenue, and Stornoway Avenue) improvements in total, include street, sidewalk, underground utility, storm drainage, streetlight, and joint trench improvements (hereinafter "Improvements") are required to be constructed as part of the required infrastructure to ensure access to each parcel created with Tract 4205. Since not all of the Improvements are completed, security in the form of performance and labor and materials bonds shall be required for Tract 4205. The performance bonds shall equal 110% of the amount of the unfinished improvements as shown in Exhibit C ( $10,667,200 \times 110\% = 11,733,920 \times 50\% = 5,866,960$ ).

D. The term "Improvements" as used in this Agreement means <u>all</u> improvements necessary for collector and arterial roads associated with Tract 4205. As a result, the total value of public improvements for Tract 4205, as collector and arterial roads, is \$28,270,000 as shown in Exhibit D to this Agreement. The required Warranty Bond for Tract 4205 shall be equal to 10% of the cost of Improvements as shown in Exhibit D; \$28,270,000 x 10% = \$2,827,000 - warranty bond amount). The warranty bond shall be posted to guarantee the materials and workmanship of all improvements for a full year following acceptance by CITY.

Subdivision Improvement Agreement (Califia, LLC) with the City of Lathrop for Final Map Tract 4205 Woodlands East District Page 2 of 13

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements described herein for Tract 4205, to the limits identified on Exhibit A. All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above-referenced improvement plans and specifications, the improvement standards and specifications of CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the first home occupied associated with the first small lot final map recorded in the West Village District. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

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

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

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

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. Prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$2,827,000 equal to 10% of the estimated cost of the Improvements for the entire area as summarized in Recital "D", to insure SUBDIVIDER'S repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one (1) year guarantee period, provided there are no claims against it are then outstanding.

Subdivision Improvement Agreement (Califia, LLC) with the City of Lathrop for Final Map Tract 4205 Woodlands East District Page 3 of 13

7. Because some of the backbone improvements referenced in Recital "C" are required to provide access and utilities to the parcels created by the Tract 4205 final map and are associated with adjacent tracts as otherwise described in this Agreement, as well as collector and arterial roads associated with the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements referenced in Recital "C", the security required by the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements shall remain in place until the backbone improvements associated with that agreement are complete and accepted by CITY or as is further described by the conditions below.

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may but is not required to proceed to complete and/or repair, replace or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY even if SUBDIVIDER subsequently completes the work.

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

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

9. Because the Improvements are partially complete, SUBDIVIDER is required to only post security to guarantee the deferred and unfinished improvements associated with Tract 4205 as included and described in Exhibit C of this Agreement. The amount of security, as evidenced by performance bonds provided by SUBDIVIDER as indicated in Recital C shall be \$11,733,920 for the performance bond and \$5,866,960 for the labor and materials bond. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit B attached hereto and incorporated herein with a new certificate of insurance required.

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

Subdivision Improvement Agreement (Califia, LLC) with the City of Lathrop for Final Map Tract 4205 Woodlands East District Page 4 of 13

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

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

13. SUBDIVIDER hereby agrees to and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively "Indemnitees") harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for SUBDIVIDER or any of SUBDIVIDER'S contractors 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 its duties and obligations under this Agreement or from the negligent act or omission of itself, its agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered by reason of any of the aforesaid operations referred to in this paragraph regardless of whether or not CITY has prepared, supplied or approved of plans and/or specifications for the subdivision.

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

15. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements and maintaining safety at the project site. SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid and the City Council has accepted the Improvements as complete. CITY and SUBDIVIDER have formed Community Facilities Districts ("CFD") to finance maintenance and improvements. CITY expects to preserve

Subdivision Improvement Agreement (Califia, LLC) with the City of Lathrop for Final Map Tract 4205 Woodlands East District Page 5 of 13

the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

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

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

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

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

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

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

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

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.

Subdivision Improvement Agreement (Califia, LLC) with the City of Lathrop for Final Map Tract 4205 Woodlands East District Page 6 of 13

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

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

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

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

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

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

## ATTACHMENTS:

- EXHIBIT A: FINAL MAP TRACT 4205
- EXHIBIT B: CITY INSURANCE REQUIREMENTS
- EXHIBIT C: TRACT 4205 ENGINEER'S ESTIMATE FOR UNFINISHED PORTIONS OF COLLECTOR AND ARTERIAL ROADS
- EXHIBIT D: TRACT 4205 ENGINEER'S ESTIMATE FOR COLLECTOR AND ARTERIAL ROADS

Subdivision Improvement Agreement (Califia, LLC) with the City of Lathrop for Final Map Tract 4205 Woodlands East District Page 7 of 13

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: Teresa Vargas Date City Clerk

BY:

Stephen J. Salvatore Date City Manager

APPROVED AS TO FORM

<u>3-14.2024</u> BY: Q Salvador Navarrete Date

City Attorney

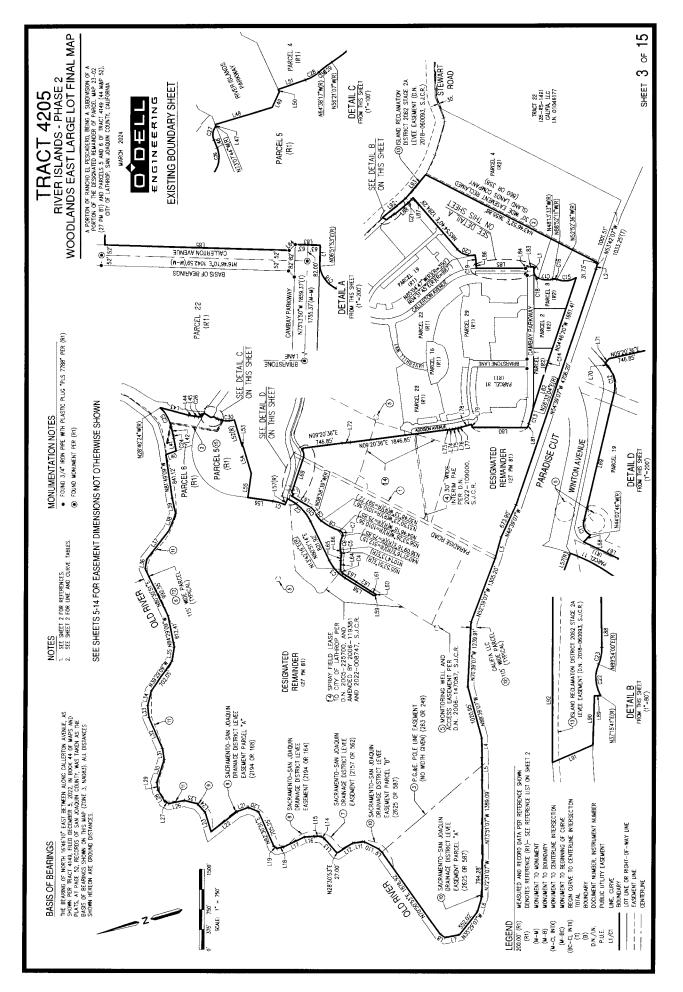
Subdivision Improvement Agreement (Califia, LLC) with the City of Lathrop for Final Map Tract 4205 Woodlands East District Page 9 of 13

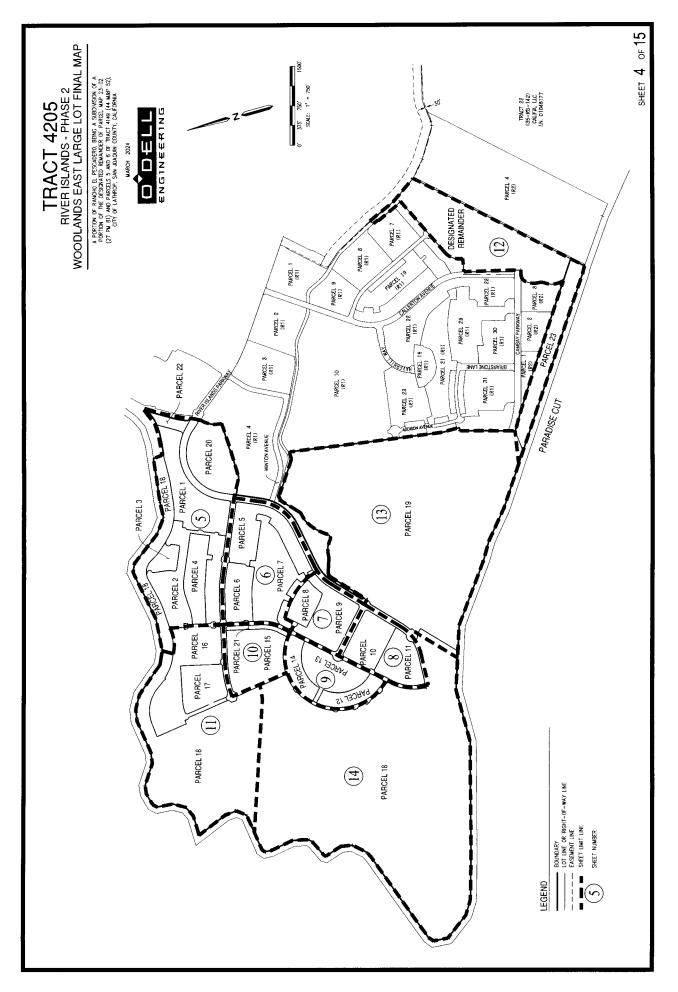
### EXHIBIT A

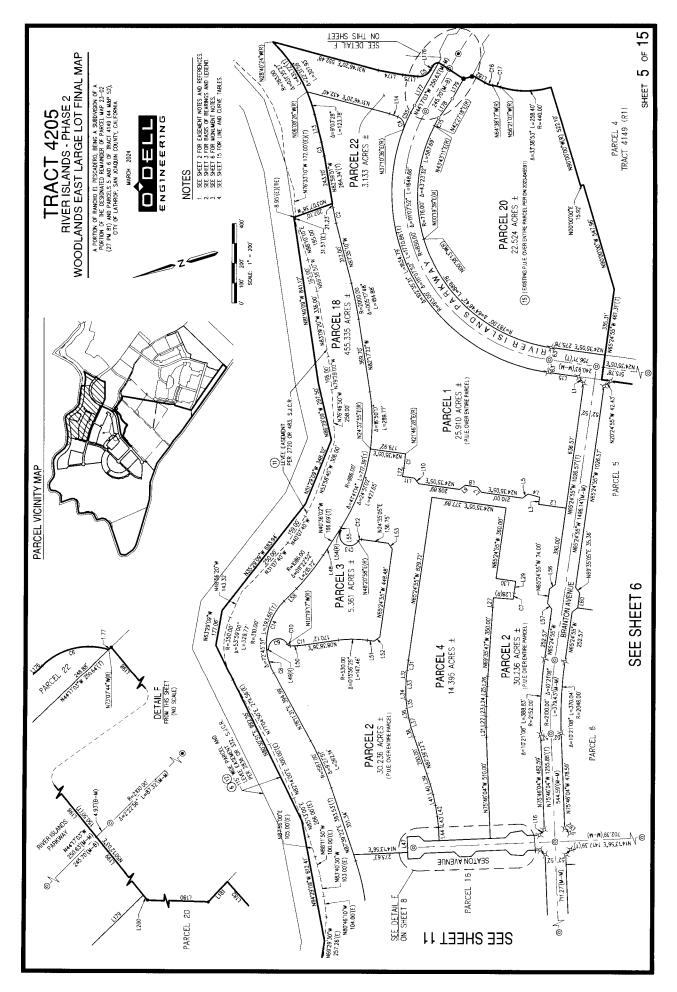
### FINAL MAP - TRACT 4205

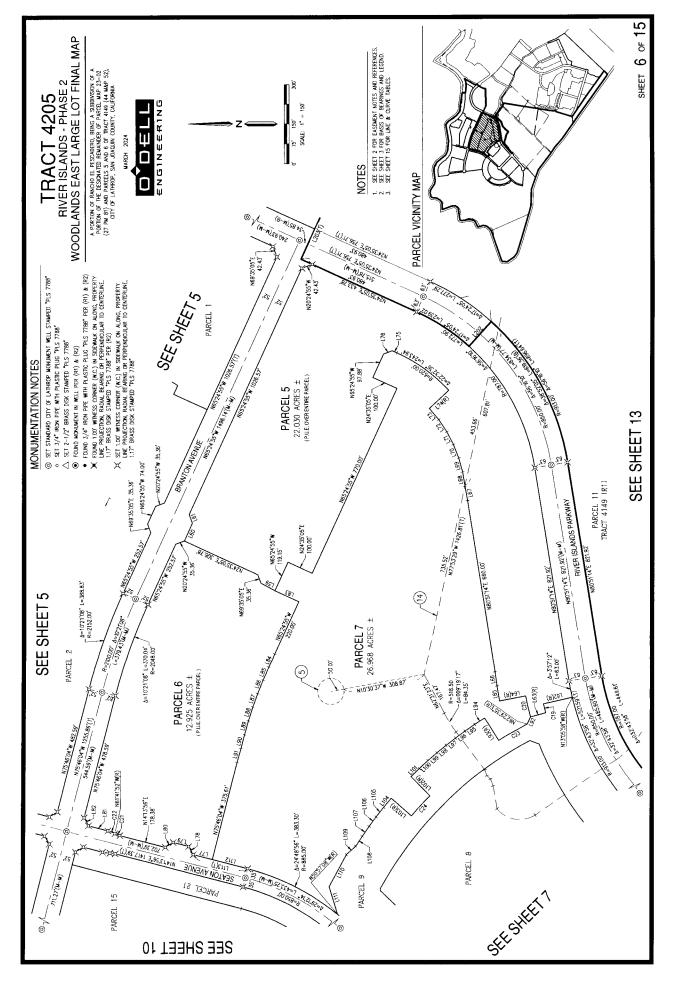
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STATE OF CALEROWINA COUNTY OF SAM JOAQUINA ) 2024 BEFORE ME. A NOTARY FUELC. FRESOMALLY APPEARCD. A NOTARY FUELC. FRESOMALLY APPEARCD. A NOTARY FUELC. FRESOMALLY APPEARCD. A NOTARY FUELC. FRESOMALLY APPEARCD.	ON ANDER PLACE PERSONLY APPENDED. 2024 BEFORE ME. WOUNDER PLACE	BRAD R. TAYLOR, R.C.E. 9782.3 THEOR, CALFORNIA
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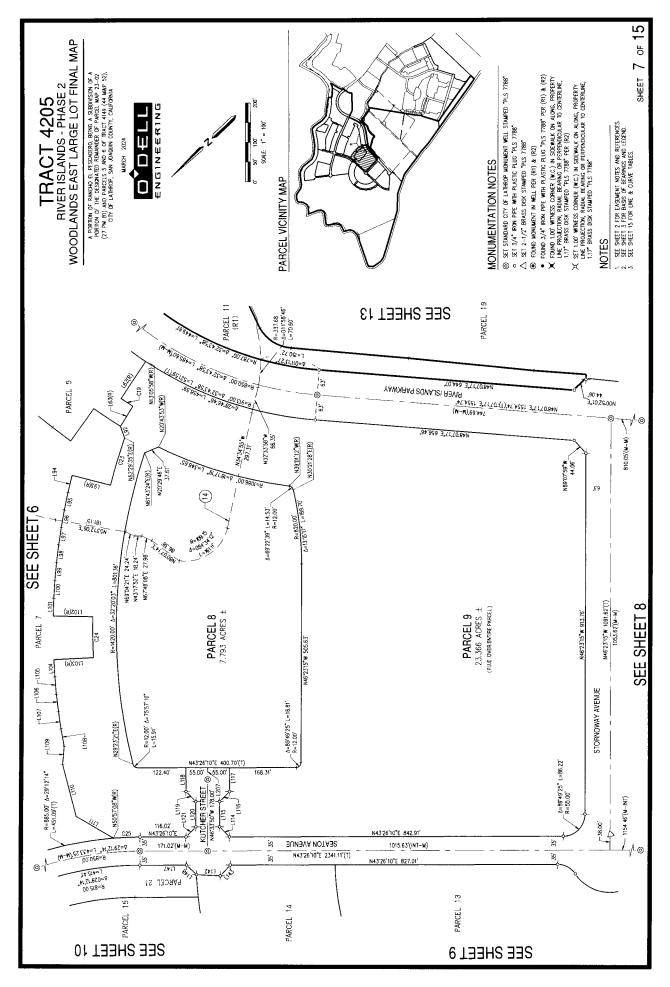
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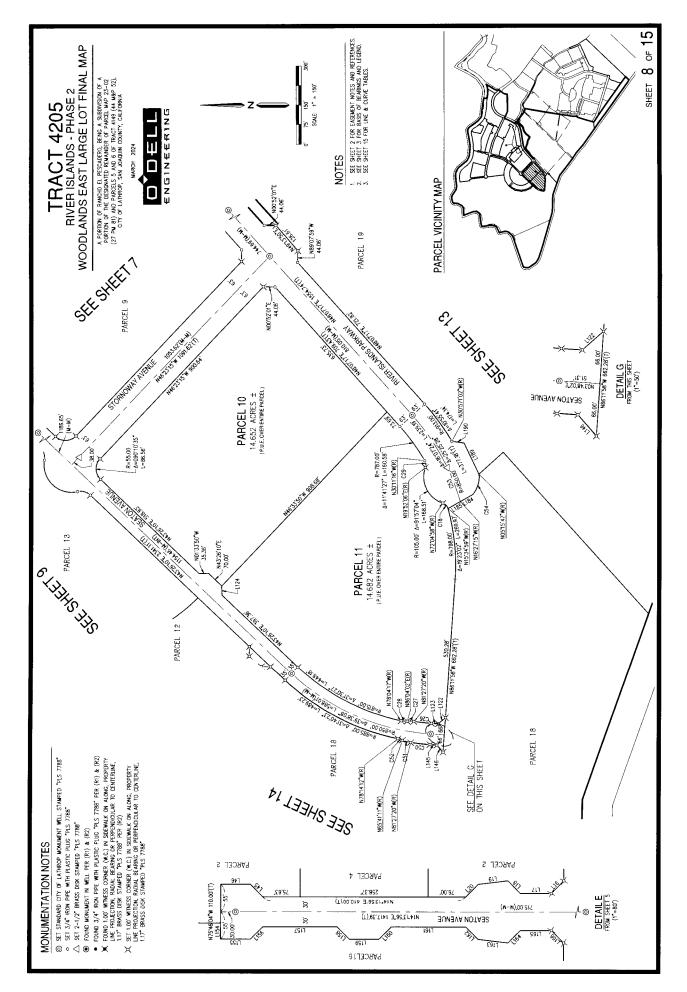


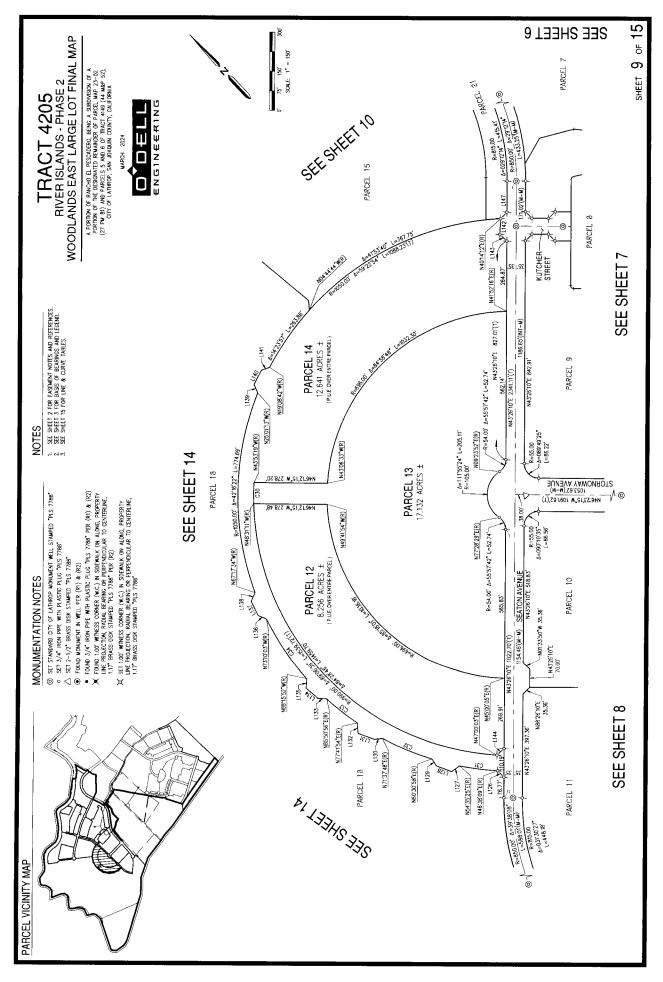


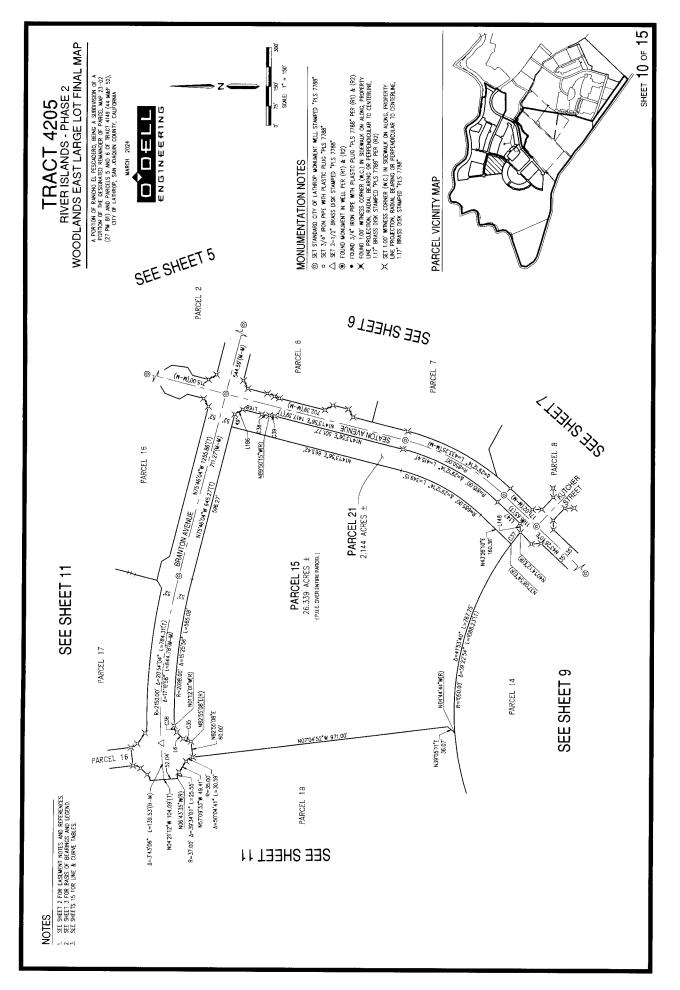


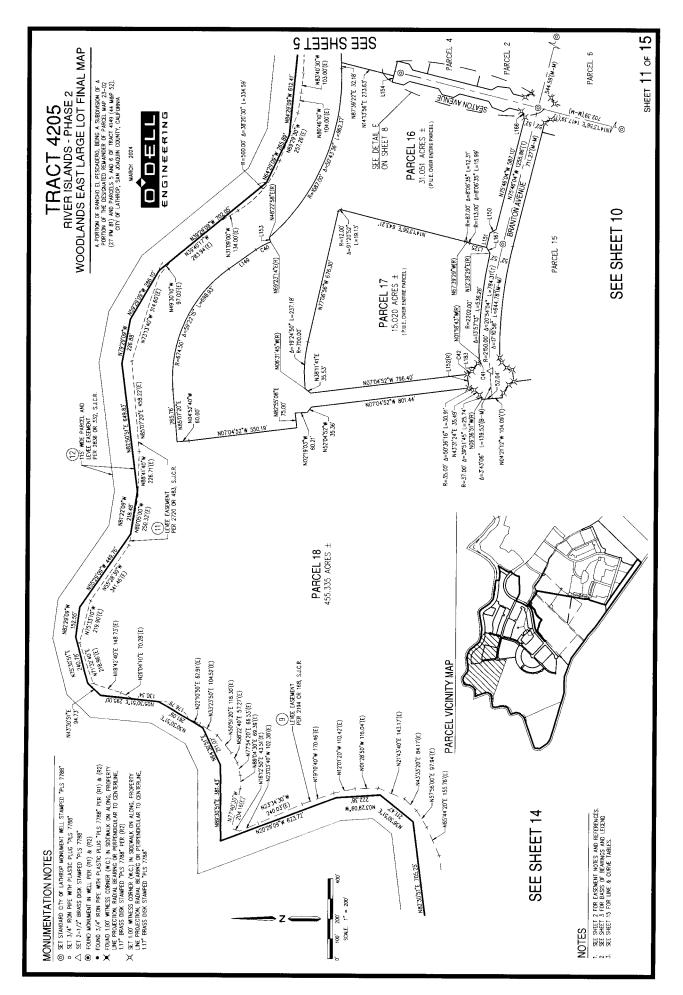


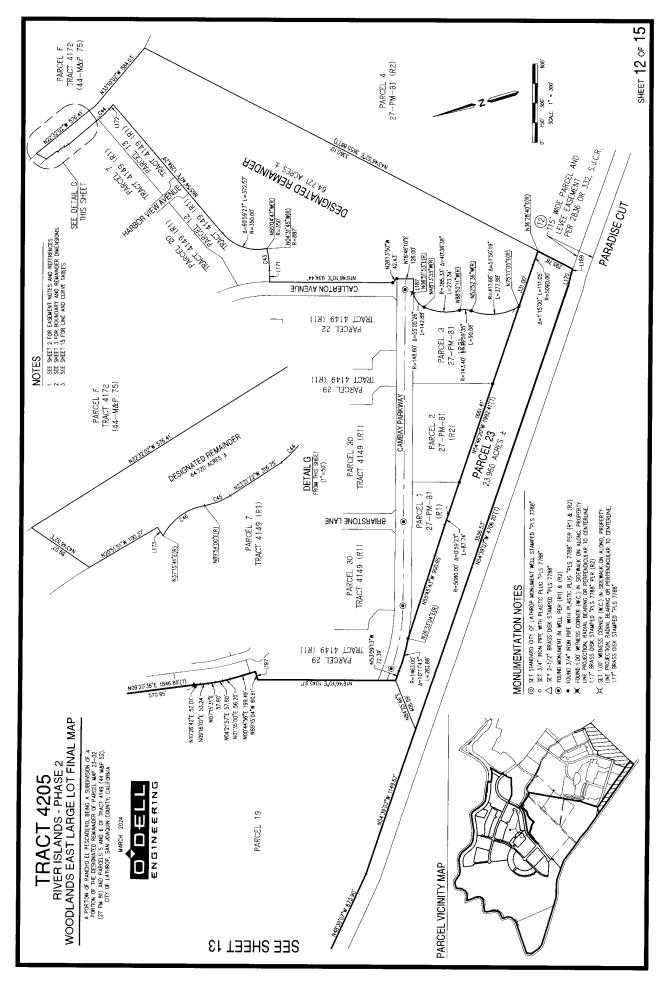


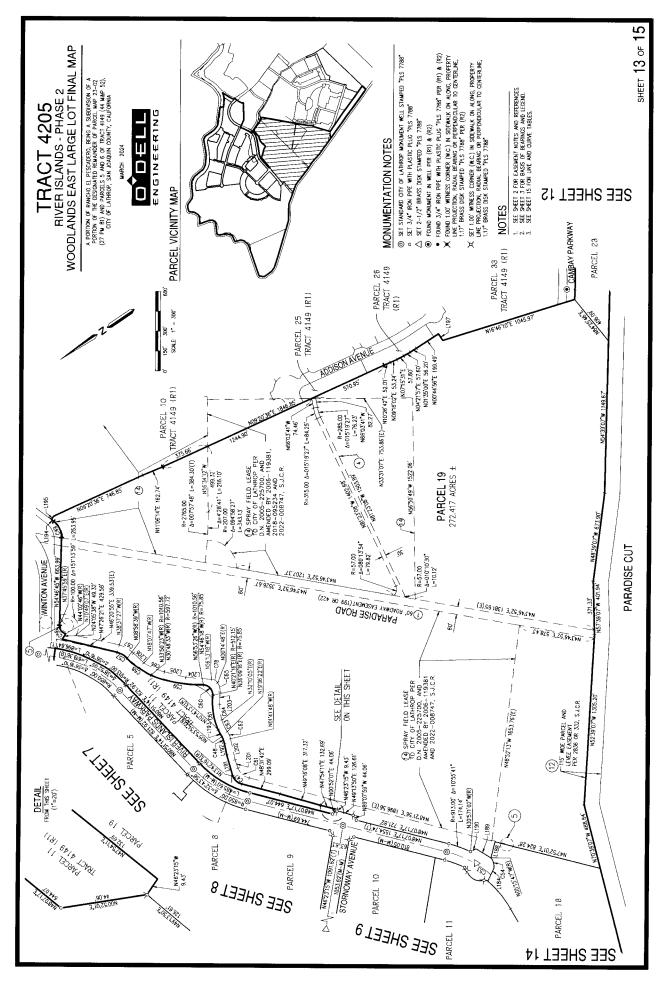


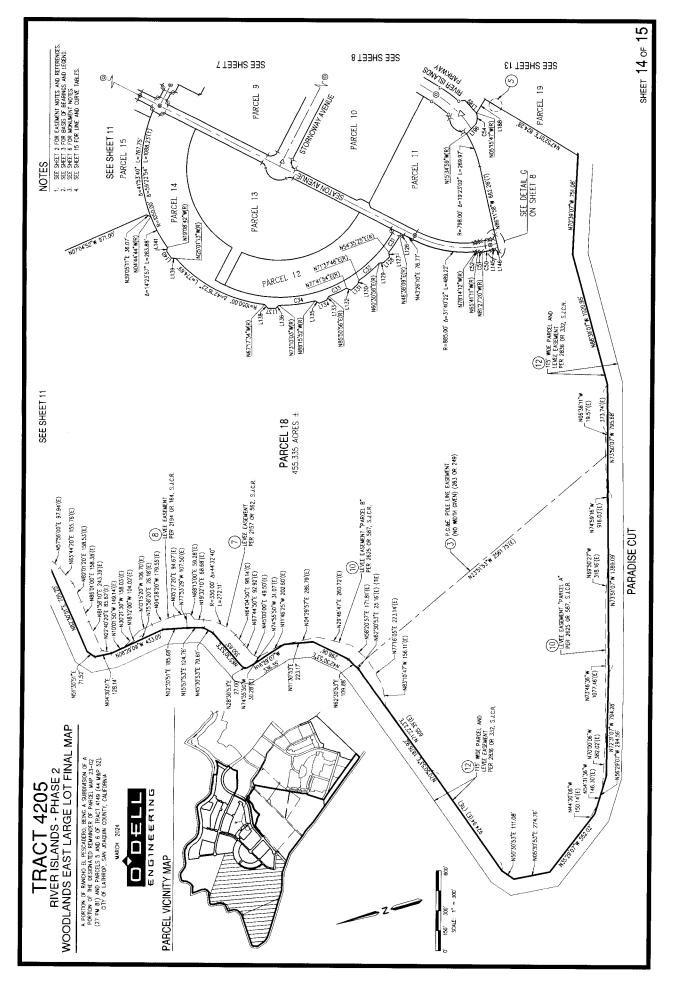












LINE # DIRECTION LENGTH	LINE TABLE LINE # DIRECTION LENGTH	LINE TABLE LINE # DIRECTION LENGTH	LINE TABLE LINE # DIRECTION LENGTH		TRAC	CT 4205
51.97 52.17	L41 N86°04'01"W 55.74 L42 N82°48'40"W 55.74	L61 N69°35'05"E 35.36' L62 N12°59'52"W 112.11'	L81 N14*13'56"E 75.00' L82 N59*13'56"E 35.36'		RIVER ISLA WOODLANDS EAST	RIVER ISLANDS - PHASE 2 WOODLANDS EAST LARGE LOT FINAL MAP
52.17	L43 N79°37197W 55.74	L63 N14°58'04"W 60.00'	L83 N24*3505"E 100.00		A PORTION OF RANCHO EL PEST PORTION OF THE DESIGNATED -	cadero, being a subdivision of a Fruanner of Parcel Map 71-07
52.17	N59*13'56"E	N80°2617"E	N65*2318'W		(27 PN BI) AND PARCELS 5 AN CITY OF LATHROP, SAN J	(27 PM B1) AND PARCELS 5 AND 6 OF TRACT 4149 (44 M2P 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CAUFORNIA
	N14°13'56'E	N81*53'44"E	N68*27'43"W		MARC	WARCH 2024
	L47 N75°46'04"W 77.61' L48 N40°36'02"W 155.24	L67 N79°48'45"E 55.01' L68 N79°55'42"E 55.00'	L87 N70°32'12"W 55.00 L88 N72°36'41"W 55.00		O D E I	JELL
	N11°24'40"E	N74*2750"E	W74°41'10"W		¥I92¥	ENGINEERING
	N13*26'36'E	N68"23"21"E	N75°46'02"W			
	L51 N24"35'05"E 35.00 L52 N20°24'55"W 35.36	L71 N62*18'52'E 55.00' L72 N56*14'23'E 55,00'	L91 N74*43'34"W 55.01' L92 N66*14'15"W 31.28'			
	L53 N69*35'05"E 35.36'	L73 N50*09'55"E 55.00	L93 N57*41'31"E 101.00'	CURVE TABLE	CURVE TABLE	CURVE TABLE
11	L54 N49"23"52"E 10.00	L74 N42*52'20"W 101.00'	L94 N33*0716"W 44.87	E # RADIUS DELTA L	# RADIUS DELTA L	# RADIUS DELTA I
·	N40°36'02"W	N24*35'05"E	N34°44'49"W	C1 1470.00° 2*4836° 72.10° C2 1000.00° 4*3518° 80.08°	C16 100.00 22*44'09* 39.68* C17 248.00* 8*17'09* 41.65*	C31 1050.007 /~5/16 145.// C32 1050.007 11*06507 203.67
· ··· Ţ	S20*24'55"E	N20°24'55"W	N36°22'23"W	1000.00' 4*05'06"	30.00' 56*29'58"	1050.00' 8*09'02"
· T	L5/ N69"3505"E 35.36 158 N29"05"57"W 68.49	L77 N14*13'56"E 75.00' 178 N59*13'56"E 35.36'	L97 N37°59'5/"W 44.87	50.00' 89*21'27"	1026.00	C34 1050.00° 15°05'49" 276.67'
52.46	N27*53'06"E	N14°13'56"E	N41*15'04"W	66,00' 67°25'04''	1086.00° 4*18'00"	35.00' 53°12'28''
55.74	L60 N65*24'55"W 74.00'	L80 N30°46'04'W 35.36'	L 100 N42*52'38"W 44.87	34.00' 61*20'58"	83.00' 14"04"12"	37.00' 42*40'24"
	LINE TABLE	LINE TABLE	LINE TABLE	C/ 340.00 370535 31.38 C8 310.00 23*13109" 125.63	C22 117.00 14°0412 28./3 C23 1480.00 4*48'04" 124.02	C38 117.00 14*0412" 28.73
LENGTH	LINE # DIRECTION LENGTH	LINE # ORECTION LENGTH	LINE # DIRECTION LENGTH	50.00' 158*16'03"	1480.00' 3*59'09"	83.00' 14*04'12"
35.36'	W67°16'09"W	N14°13'56"E	S46°40'22"E	17.00' 66*14'06"	1	C40 330.00' 14*53'40" 85.79'
35.36	L142 N46*14'16"E 60.35'	L162 N59*13'56"E 35.36'	L182 N48*05'52"E 73.10	C11 470.00° 4*48'01" 39.38'	C26 809.00° 4"44"38" 56.98'	C41 37,00° 36°45'23" 23.74'
26.31	N3°20'46"W	N20°53'12"E	-	17.00' 66*14'06"	117.00' 12"28'38"	35.00' 47°28'29"
35.36	N89*46'53"W	N30*46'04"W	N29*33'45"W	50.00' 181"02'53"	83.00' 15*51'41"	887.00' 10*51'08"
86.57	N3°48'02"E	N14*13'56"E	N29*33'45"W	310,00' 49*32'23'	30.00' 50*03'22"	520.00° 10°13'45" a7 oo 33244'46"
34.35	L145 N48-48 02 E 35.35 L147 N43*26'10*E 117.69	L166 N58*26'13'56'E 35.36' L167 N58*26'13"E 34.86'	L186 N30'46'04'W 35.35 L187 S73'13'50'E 104,94'	C15 7/5.00 3*2507 45.24	C30 990.00 4.37.52 80.02	C45 87,00 23-14-46 35.30
62.06	N86*50'11'E	N14*13'56"E	N42*07-59*W	CURVE TABLE	CURVE TABLE	
32.02'	L149 N35°30'25'W 167.92	+ +	L189 N64*16'45'E 131.35'	CURVE# RADIUS DELTA LENGTH	CURVE # RADIUS DELTA LENGTH	
29.94	N30°46'04"W	S60*28:07"E	N8*27'30"E	55*10/35"	120.27 33-34 2/ 153.79' 23*11'07"	
56.76 30.25	L151 N76*2556*W 74.00*	L171 N74°37'07"W 86.03' L172 N33°35'06"W 47.55'	L191 N72*17'03"W 163.97 1192 N67*37'03"W 80.68'	200.00' 16*43'42"	271.11' 20°48'10"	
32.86	S69*23'14'W	N65*54'40"E	N84*56'56'W	C49 150.00' 54°14'18" 142.00'	C64 537.36° 13°03'42" 122.50'	
60.73	S75*46'04"E	N27•21'21'E	N70*58'57"E	891.00' 4°44'38"	117.21 <sup>,</sup> 36°25'18"	
35.95	N14°13'56'E	N22°56'22"E	S27*06'03"E	C51 117.00 15°46'09" 32.20 C52 83.00 12°33'01" 18.18	C66 409.90' 24*24:56" 174.67' C67 285.88' 25*08:09" 125.42'	
33.41	N30°46'04"W	N44"28'41"W	N29*33'45'W	850.00' 9°18'05'	57.42" 56*28'06"	
44. 35.44	1158 N14-1356-E 150.00	1178 S38*34*03"E 248.88	L197 N89*15'04"W 60.61'	105.00' 45*24'50"	349.11' 17*39'19"	
35.47	N39-13.36 E N14*13'56'E	S44*17'03"E	S50°12'03"W	C55 913.00° 8*32*18" 136.06	C82 689.00 12*18'52* 148.08	
60,34	N30*46'04'W	S1°44'21"W	S50*12'03"W	C56 60.00' 81*48'45" 85.67'	C83 189.00' 23*00'45" 75.91'	
] [				150,00' 33*35'00"	311.00' 26*27'59"	
	LINE TABLE			597.72' 21*49'54"	61.00' 23*16'42"	
LENGTH	DIRECTION			1010.56' 23*03'03"	C90 175.00' 53*37'28" 163.79'	
194.90	L207 N46*33'50'W 30.00			C60 / 20.35 34 120.37		
166.69						
						SHEET 15 OF 15

Subdivision Improvement Agreement (Califia, LLC) with the City of Lathrop for Final Map Tract 4205 Woodlands East District Page 10 of 13

#### EXHIBIT B

#### **CITY INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

тш				05 NE0500 000				3/15/2024
CER BEL	S CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMAT .OW. THIS CERTIFICATE OF IN PRESENTATIVE OR PRODUCER, A	IVEL	Y OF	NEGATIVELY AMEND, DOES NOT CONSTITU	EXTEND OR AL	TER THE CO	VERAGE AFFORDED BY 1	HE POLICIES
IMP If St	ORTANT: If the certificate holder JBROGATION IS WAIVED, subject	is an t to t	ADD he te	NTIONAL INSURED, the prime and conditions of the	ne policy, certain i	olicies mav	NAL INSURED provisions or require an endorsement. A	be endorsed. statement on
this	certificate does not confer rights	to the	cert	ificate holder in lieu of s	uch endorsement(	s).	•	
PRODUC					CONTACT NAME: Gloria Ga	abriel		
	t Insurance Services, Inc.				PHONE		FAX	
	S Hope St Ste 3750 Angeles CA 90071				(A/C, No, Ext): E-MAIL Clasic C		(A/C, No):	· · · · · · · · · · · · · · · · · · ·
	ingeles CA 9007 1					abriel@allian		
					11	SURER(S) AFFO	RDING COVERAGE	NAIC #
				License#: 0C36861	INSURER A : United	Specialty Insu	irance Co.	12537
INSURE	d a. LLC.			RIVEISL-01	INSURER B :			
	. Stewart Road				INSURER C :			
	op, CA 95330				INSURER D :			
					INSURER E :			
COVE	RAGES CFR	TICI			INSURER F :			
	•=			NUMBER: 1244337120			REVISION NUMBER:	
CER	IS TO CERTIFY THAT THE POLICIES CATED. NOTWITHSTANDING ANY RI TIFICATE MAY BE ISSUED OR MAY	EQUIF	REMEI AIN.	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF ANY CONTRAC	t or other	DOCUMENT WITH RESPECT T	
	USIONS AND CONDITIONS OF SUCH	POLI	JIES.	LIMITS SHOWN MAY HAVE	BEEN REDUCED BY	PAID CLAIMS		
	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	
	EN'L AGGREGATE LIMIT APPLIES PER:							000,000
	PRO-							000,000
		ĺ .					PRODUCTS - COMP/OP AGG \$2,0	000,000
	OTHER:						\$	
AL							COMBINED SINGLE LIMIT \$	
							BODILY INJURY (Per person) \$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE \$	
							(rer accident)	
	UMBRELLA LIAB OCCUR			······			EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE							
	DED RETENTION \$						AGGREGATE \$	
wo	REERS COMPENSATION						PER OTH-	
	D EMPLOYERS' LIABILITY Y / N						PER OTH- STATUTE ER	
OFF	YPROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT \$	
(Ma If ve	ndatory in NH)						E.L. DISEASE - EA EMPLOYEE \$	
DÉS	es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	
DESCRIP	TION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedule	, may be attached if mor	e space is require		
Re. Ha	ICL4ZUS RIVER ISLANDS - PHASE 2	~~~	())) ()	INDS FAST LARGE LOT I	EINIAL MAD			
respect	Lathrop, its officers, City Council, bo is to General Liability. General Liabili its officers, and agapte	tv sha	ina co ill be	Primary and Non-Contribut	thereof, its employe	es and agent	s are included as Additional In:	sureds as
								ased by City of
30 days	s advanced written notice to Certifica	te Ho	lder ir	n the event of cancellation,	except 10 days for	non-payment	of premium.	
CERTI	FICATE HOLDER				CANCELLATION			
					SHOULD ANY OF	THE ABOVE DE	ESCRIBED POLICIES BE CANCE	LLED BEFORE
					ACCORDANCE WI		REOF, NOTICE WILL BE D	ELIVERED IN
	City of Lathrop				AUTORDANCE WI			
	390 Towne Centre Drive			F	AUTHORIZED REPRESE			
	Lathrop CA 95330							
					Val hil	Mit.		
		_				-	········	
					© 19	88-2015 ACC	ORD CORPORATION. All ri	ahts reserved.

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#### 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 Prio To The Named Insured's Work

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

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

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

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

#### United Specialty Insurance Company

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

#### PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

#### **Primary and Non-Contributory Insurance**

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

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

and

- (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.

Subdivision Improvement Agreement (Califia, LLC) with the City of Lathrop for Final Map Tract 4205 Woodlands East District Page 11 of 13

### EXHIBIT C

### TRACT 4205 ENGINEER'S ESTIMATE FOR UNFINISHED PORTIONS OF COLLECTOR AND ARTERIAL ROADS



ENGINEERING

March 5, 2024 Job No.: 25505-29

#### ENGINEER'S BOND ESTIMATE COST TO COMPLETE RIVER ISLANDS - PHASE 2 NW AREA 3 BACKBONE ROADS CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price	 Amount
1	Wet Utilities (95% Completion)	1	LS	\$	48,000.00	\$ 48,000.00
2	Joint Trench Gas Tie-in (0% Completion)	1	LS	\$	6.600.00	\$ 6,600.00
3	Striping & Monuments (0% Completion)	1	LS	Ś	-,	\$ 53,800.00
4	Landscape (0% Completion)	1	LS	\$	5,061,600.00	\$ 5,061,600.00
		TOTAL	. cos	ГΤ	O COMPLETE	\$ 5,170,000.00

#### Notes:

1) Estimate for cost to complete based on contractor's note for NW Area 3 Backbone Roads dated 3/5/2024



ENGINEERING

March 5, 2024 Job No.: 25505-28

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

Item	Description	Quantity	Unit	Unit Price		Amount
1	Wet Utilities (70% Completion)	1	LS	\$ 2,070,300.00	\$	2,070,300.00
2	Joint Trench Gas Tie-in (0% Completion)	1	LS	\$ 6,600.00	\$	6,600.00
3	Fine Grade, Concrete, AB & AC Paving (0% Completion)	1	LS	\$ 779,000.00	\$	779,000.00
4	Striping & Monuments (0% Completion)	1	LS	\$ 37,300.00	\$	37,300.00
5	Landscape (0% Completion)	1	LS	\$ 2,604,000.00	•	2,604,000.00
		TOTAL	. cost	TO COMPLETE	\$	5,497,200.00

Notes:

1) Estimate for cost to complete based on contractor's note for River Islands Parkway dated 3/5/2024

Subdivision Improvement Agreement (Califia, LLC) with the City of Lathrop for Final Map Tract 4205 Woodlands East District Page 12 of 13

### **EXHIBIT D**

### TRACT 4205 ENGINEER'S ESTIMATE FOR COLLECTOR AND ARTERIAL ROADS



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

August 19, 2022 Job No.: 25505-28

ltem	Description	Quantity	Unit	 Unit Price		Amount
	STREET WORK					
1	Fine Grading	893,600	SF	\$ 0.45	\$	402,120.00
2	7" AC Paving	536,700	SF	\$ 3.50	\$	1,878,450.0
3	15" Aggregate Base	536,700	SF	\$ 2.25	\$	1,207,575.0
4	12" Lime Treatment	536,700	SF	\$ 1.10	\$	590,370.0
5	Vertical Curb and Gutter (with AB cushion)	13,700	LF	\$ 15.00	\$	205,500.0
6	Type F Median Curb (with AB cushion)	13,400	LF	\$ 18.00	\$	241,200.0
7	Concrete Sidewalk	116,700	SF	\$ 5.00	\$	583,500.0
8	Handicap Ramps	14	EA	\$ 2,500.00	\$	35,000.0
9	Survey Monuments	11	EA	\$ 300.00	\$	3,300.0
10	Traffic Striping & Signage	6,800	LF	\$ 5.00	\$	34,000.0
11	Dewatering (budget)	6,800	LF	\$ 100.00	\$	680,000.0
	Subtotal Street Work				\$	5,861,015.0
	STORM DRAIN					
12	Catch Basins (type I inlet over type I manhole base)	23	EA	\$ 2,800.00	\$	64,400.0
13	Catch Basins (type I inlet over type II manhole base)	12	EA	\$ 5,000.00	\$	60,000.0
14	Catch Basins (type I inlet over type III manhole base)	2	EA	\$ 8,000.00	\$	16,000.0
15	Catch Basins (type C inlet)	1	EA	\$ 2,400.00	\$	2,400.0
16	Catch Basins (type C inlet over type I manhole base)	13	EA	\$ 2,800.00	\$	36,400.0
17	Catch Basins (type C inlet over type II manhole base)	1	EA	\$ 5,000.00	\$	5,000.0
18	15" Storm Drain Pipe (polypropylene)	1,040	LF	\$ 18.00	\$	18,720.0
19	18" Storm Drain Pipe (polypropylene)	1,130	LF	\$ 20.00	\$	22,600.0
20	24" Storm Drain Pipe (polypropylene)	1,710	LF	\$ 31.00	\$	53,010.0
21	30" Storm Drain Pipe (polypropylene)	2,030	LF	\$ 45.00	\$	91,350.0
22	36" Storm Drain Pipe (polypropylene)	590	LF	\$ 60.00	\$	35,400.0
23	42" Storm Drain Pipe (RCP)	500	LF	\$ 120.00	\$	60,000.0
24	48" Storm Drain Pipe (RCP)	580	LF	\$ 125.00	\$	72,500.0
25	Manholes (type II)	1	EA	\$ 5,000.00	\$	5,000.0
26	Manholes (type III)	1	EA	\$ 8,000.00	\$	8,000.0
27	Connect to Existing	1	EA	\$ 1,700.00	Ψ \$	1,700.0
28	Storm Drain Stub & Plug	5	EA	\$ 1,000.00	\$	5,000.0
	Subtotal Storm Drain				\$	557,480.0
	SANITARY SEWER					
29	8" Sanitary Sewer Pipe (PVC)	2,170	LF	\$ 28.00	\$	60,760.0
30	16" Sanitary Sewer Pipe	2,360	LF	\$ 60.00	\$	141,600.0
31	18" Sanitary Sewer Pipe	1,980	LF	\$ 80.00	\$	158,400.0
	Manholes (type I)	5	EA	\$ 4,000.00	\$	20,000.0
	Manholes (type I w/ 60" Barrel)	14	EA	\$ 4,000.00	\$	56,000.0
	Manholes (Drop Manhole)	1	EA	\$ 4,000.00	\$	4,000.0
35	Connect to Existing	1	EA	\$ 3,000.00	\$	3,000.0
36	Sanitary Sewer Stub & Plug	6	EA	\$ 1,000.00	\$	6,000.0

6200 STONERIDGE MALL ROAD SUITE 330 PLEASANTON, CA 94588 • P. 925 223 6340 • F. 209 571 2466

em	Description	Quantity	l lmit		Unit Dring	ENGINEER
		Quantity	Unit		Unit Price	Amount
	WATER SUPPLY					
37	8" Water Line (including all appurtenances) (PVC)	2,440	LF	\$	32.00	\$ 78,080.00
38	12" Water Line (including all appurtenances) (PVC)	1,220	LF	\$	48.00	\$ 58,560.00
39	20" Water Line (including all appurtenances) (PVC)	4,090	LF	\$	100.00	\$ 409,000.00
40	1" Water Service	1	EA	\$	800.00	\$ 800.00
41	3" Water Service	5	EA	\$	3,500.00	\$ 17,500.00
42	6" Water Service	1	EA	\$	7,000.00	\$ 7,000.00
43	Fire Hydrants	23	EA	\$	4,000.00	\$ 92,000.00
44	Air Release Valve		EA	\$	2,500.00	\$ 2,500.00
45	Blow Off Valve	1	EA	\$	4,000.00	\$ 4,000.00
46	Temporary Blow Off Valve	10	EA	\$	3,000.00	\$ 30,000.00
47	8" Resilient Gate Valve	.0	EA	\$	1,550.00	\$ 13,950.00
48	12" Butterfly Valve	7	EA	\$	3,500.00	\$ 24,500.00
49	20" Butterfly Valve	20	EA	\$	5,000.00	\$ 100,000.00
50	Connect to Existing	2	EA	ŝ	4,000.00	\$ 8,000.00
51	Water Stub & Plug	10	EA	\$	1,000.00	\$ 10,000.00
	Subtotal Water Supply					\$ 855,890.00
	NON-POTABLE WATER					
52	8" Non-Potable Water Line (including all appurtenances) (PVC)	250	LF	\$	35.00	\$ 8,750.00
53	10" Non-Potable Water Line (including all appurtenances) (PVC)	500	LF	\$	45.00	\$ 22,500.00
54	16" Non-Potable Water Line (including all appurtenances) (PVC)	6,840	LF	\$	80.00	\$ 547,200.00
55	3" Non-Potable Water Service	4	EA	\$	3,000.00	\$ 12,000.00
56	6" Non-Potable Water Service	1	EA	\$	7,000.00	\$ 7,000.00
57	Air Release Valve	3	EA	\$	2,500.00	\$ 7,500.00
58	Blow Off Valve	3	EA	\$	4,000.00	\$ 12,000.00
59	Temporary Blow Off Valve	8	EA	\$	3,000.00	\$ 24,000.00
50	8" Resilient Gate Valve	1	EA	\$	1,550.00	\$ 1,550.00
51	10" Resilient Gate Valve	4	EA	\$	2,500.00	\$ 10,000.00
52	16" Butterfly Valve	16	EA	\$	4,000.00	\$ 64,000.00
63	Connect to Existing	2	EA	\$	3,000.00	\$ 6,000.00
64	Non-Potable Water Stub & Plug	8	EA	\$	1,000.00	\$ 8,000.00
	Subtotal Non-Potable Water					\$ 730,500.00
	LAKE FILL LINE					
5	24" Lake Fill Line (including all appurtenances) (PVC)	1,010	LF	\$	85.00	\$ 85,850.00
	Connect to Existing	1	EA	\$	3,000.00	\$ 3,000.00
67	Blow Off Valve	2	EA	\$	4,000.00	\$ 8,000.00
	Temporary Blow Off Valve	1	EA	\$	3,000.00	\$ 3,000.00
	Air Release Valve	1	EA	\$	2,500.00	\$ 2,500.00
	24" Butterfly Valve	1	EA	\$	6,000.00	\$ 6,000.00
1	Lake Fill Line Stub & Plug	1	EA	\$	1,000.00	\$ 1,000.00
	Subtotal Lake Fill Line					\$ 109,350.00

6200 STONERIDGE MALL ROAD SUITE 330 PLEASANTON CA 94585 + P 925 223 8340 + F1099 571 0466

						 ENGINEER
ltem	Description	Quantity	Unit		Unit Price	Amount
	RIVER FILL LINE					
72	24" River Fill Line (including all appurtenances) (PVC)	2,390	LF	\$	85.00	\$ 203,150.00
73	Connect to Existing	1	EA	\$	3,000.00	\$ 3,000.00
74	Blow Off Valve	1	EA	\$	4,000.00	\$ 4,000.00
75	Temporary Blow Off Valve	2	EA	\$	3,000.00	\$ 6,000.00
76	Air Release Valve	1	EA	\$	2,500.00	\$ 2,500.00
77	24" Butterfly Valve	6	EA	\$	6,000.00	\$ 36,000.00
78	River Fill Line Stub & Plug	2	EA	\$	1,000.00	\$ 2,000.00
	Subtotal River Fill L	_ine				\$ 256,650.00
	ELECTRICAL					
79	Electroliers (single)	4	EA	\$	7,000.00	\$ 28,000.00
80	Electroliers (dual headed)	42	EA	\$	12,000.00	\$ 504,000.00
81	Joint Trench	8,100	LF	\$	125.00	\$ 1,012,500.00
	Subtotal Electr	rical				\$ 1,544,500.00
	MISCELLANEOUS					
82	Parkway Landscape Strip	188,800	SF	\$	8.00	\$ 1,510,400.00
83	Median Landscaping	95,700	SF	\$	8.00	\$ 765,600.00
84	Landscape (Parcel A60)	16,600	SF	\$	8.00	\$ 132,800.00
85	Landscape (Parcel A61)	24,400	SF	\$	8.00	\$ 195,200.00
	Subtotal Miscellane	ous				\$ 2,604,000.00
	тот	AL CONSTRUCT		ST (	nearest \$1,000)	\$ 12,970,000.00

#### Notes:

1) This estimate does not include surveying, engineering, irrigation, or street trees.

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



#### DRAFT ENGINEER'S OPINION OF PROBABLE COST RIVER ISLANDS - PHASE 2 NW AREA 3 BB ROADS CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 12, 2022 Job No.: 25505-29

tem	Description	Quantity	Unit	 Unit Price	 Amount
	B STREET				 
	STREET WORK				
1	Fine Grading	422,700	SF	\$ 0.45	\$ 190,215.0
2	5.5" AC Paving	244,100	SF	\$ 2.75	\$ 671,275.0
3	12" Aggregate Base	244,100	SF	\$ 1.80	\$ 439,380.0
4	12" Lime Treatment	244,100	SF	\$ 1.10	\$ 268,510.0
5	Vertical Curb and Gutter (with AB cushion)	7,725	LF	\$ 15.00	\$ 115,875.0
6	Type F Median Curb (with AB cushion)	4,535	LF	\$ 18.00	\$ 81,630.0
7	Splitter Island Curb and Gutter (with AB cushion)	125	LF	\$ 21.00	\$ 2,625.0
8	Roundabout Concrete	2,390	SF	\$ 5.00	\$ 11,950.0
9	Concrete Sidewalk	63,960	SF	\$ 5.00	\$ 319,800.0
10	Handicap Ramps	10	EA	\$ 2,500.00	\$ 25,000.0
11	Bike Ramps	2	EA	\$ 2,500.00	\$ 5,000.0
12	Case F Ramps	8	EA	\$ 2,500.00	\$ 20,000.0
13	Survey Monuments	5	EA	\$ 300.00	\$ 1,500.0
14	Street Barricade	7	EA	\$ 1,500.00	\$ 10,500.0
15	Traffic Striping & Signage	3,840	LF	\$ 5.00	\$ 19,200.0
16	Dewatering (budget)	3,840	LF	\$ 40.00	\$ 153,600.0
	Subtotal Street Work				\$ 2,336,060.0
	STORM DRAIN				
17	Catch Basins (type I inlet)	2	EA	\$ 2,400.00	\$ 4,800.0
18	Catch Basins (type I inlet over type I manhole base)	15	EA	\$ 2,800.00	\$ 42,000.0
19	Catch Basins (type I inlet over type II manhole base)	3	EA	\$ 5,000.00	\$ 15,000.0
20	Catch Basins (type I inlet over type III manhole base)	2	EA	\$ 8,000.00	\$ 16,000.0
21	Catch Basins (type C inlet)	2	EA	\$ 2,000.00	\$ 4,000.0
22	Catch Basins (type C inlet over type I manhole base)	4	EA	\$ 2,800.00	\$ 11,200.0
23	15" Storm Drain Pipe (polypropylene)	1,645	LF	\$ 34.00	\$ 55,930.0
24	15" Storm Drain Pipe (class V RCP)	70	LF	\$ 34.00	\$ 2,380.0
25	18" Storm Drain Pipe (polypropylene)	455	LF	\$ 46.00	\$ 20,930.0
26	18" Storm Drain Pipe (class V RCP)	335	LF	\$ 46.00	\$ 15,410.0
27	24" Storm Drain Pipe (polypropylene)	80	LF	\$ 65.00	\$ 5,200.0
28	24" Storm Drain Pipe (class V RCP)	55	LF	\$ 65.00	\$ 3,575.0
29	30" Storm Drain Pipe (class V RCP)	270	LF	\$ 80.00	\$ 21,600.0
30	36" Storm Drain Pipe (class V RCP)	630	LF	\$ 95.00	\$ 59,850.0
31	48" Storm Drain Pipe (class III RCP)	1,630	LF	\$ 125.00	\$ 203,750.0
32	Manholes (type I)	1	EA	\$ 3,000.00	\$ 3,000.0
3	Manholes (type II)	1	EA	\$ 5,000.00	5,000.0
34	Connect to Existing	1	EA	\$ 1,700.00	\$ 1,700.0
5	Storm Drain Stub & Plug	2	EA	\$	\$ 2,000.0
	Subtotal Storm Drain				\$ 493,325.0

6000 STONERIDGE MALLIRCADI SUITE 330. PLEASANTON, CA 94588 + P. 925 223 8340 + F. 209 671 2466

-				 	 
					ENGINEER
tem	Description	Quantity	Unit	 Unit Price	Amount
	SANITARY SEWER				
36	8" Sanitary Sewer Pipe (PVC)	440	LF	\$ 28.00	\$ 12,320.00
37	18" Sanitary Sewer Pipe	3,820	LF	\$ 80.00	\$ 305,600.00
38	Manholes (type I)	9	EA	\$ 4,000.00	\$ 36,000.00
39	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
40	Sanitary Sewer Stub & Plug	4	EA	\$ 1,000.00	\$ 4,000.00
	Subtotal Sanitary Sewer				\$ 360,920.00
	WATER SUPPLY				
41	8" Water Line (including all appurtenances) (PVC)	550	LF	\$ 32.00	\$ 17,600.00
42	10" Water Line (including all appurtenances) (PVC)	810	LF	\$ 40.00	\$ 32,400.00
43	12" Water Line (including all appurtenances) (PVC)	3,155	LF	\$ 48.00	\$ 151,440.00
44	2" Water Service	4	EA	\$ 2,000.00	\$ 8,000.00
45	3" Water Service	1	EA	\$ 3,500.00	\$ 3,500.00
46	Fire Hydrants	9	EA	\$ 4,000.00	\$ 36,000.00
47	10" Resilient Gate Valve	1	EA	\$ 2,500.00	\$ 2,500.00
48	12" Butterfly Valve	6	EA	\$ 3,500.00	\$ 21,000.00
49	Connect to Existing	- 1	EA	\$ 4,000.00	\$ 4,000.00
50	Temporary Water Blow Off at Stub	7	EA	\$ 3,000.00	\$ 21,000.00
	Subtotal Water Supply				\$ 297,440.00
	NON-POTABLE WATER				
51	8" Non-Potable Water Line (including all appurtenances) (PVC)	335	LF	\$ 35.00	\$ 11,725.00
52	10" Non-Potable Water Line (including all appurtenances) (PVC)	3,900	LF	\$ 45.00	\$ 175,500.00
53	2" Non-Potable Water Service	4	EA	\$ 2,000.00	\$ 8,000.00
54	3" Non-Potable Water Service	1	EA	\$ 3,000.00	\$ 3,000.00
55	Blow Off Valve	3	EA	\$ 4,000.00	\$ 12,000.00
56	Air Release Valve	3	EA	\$ 2,500.00	\$ 7,500.00
57	10" Resilient Gate Valve	2	EA	\$ 2,500.00	\$ 5,000.00
58	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
59	Temporary Non-Potable Water Blow Off at Stub	4	EA	\$ 3,000.00	\$ 12,000.00
	Subtotal Non-Potable Water				\$ 237,725.00
	LAKE FILL LINE				
60	16" Lake Fill Line (including all appurtenances) (PVC)	162	LF	\$ 50.00	\$ 8,100.00
61	24"" Lake Fill Line (including all appurtenances) (PVC)	2,340	LF	\$ 85.00	198,900.00
62	24" Butterfly Valve	2,040	ĒA	\$ 5,000.00	\$ 10,000.00
63	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
64	Temporary Lake Fill Line Blow Off at Stub	1	EA	\$ 3,000.00	\$ 3,000.00
	Subtotal Lake Fill Line				\$ 223,000.00
	RIVER FILL LINE				
65	24" River Fill Line (including all appurtenances) (PVC)	2,480	LF	\$ 85.00	\$ 210,800.00
66	24" Butterfly Valve	2	EA	\$ 5,000.00	\$ 10,000.00
57	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
68	Temporary River Fill Line Blow Off at Stub	2	EA	\$ 3,000.00	\$ 6,000.00
	Subtotal River Fill Line				\$ 229,800.00

tem	Description		Quantity	Unit		Unit Price		Amount
			quantity	Unit	·	Unit Frice		
	ELECTRICAL							
69	Electroliers (single)		22	EA	\$	7,000.00	\$	154,000.00
70	Electroliers (dual headed)		19	EA	Š	12,000.00	ŝ	228,000.00
71	Joint Trench		4,500	LF	\$	125.00	\$	562,500.00
		Subtotal Electrical					\$	944,500.00
	MISCELLANEOUS							
72	Parkway Landscape Strip		65,000	SF	\$	8.00	\$	520,000.00
73	Median Landscaping		29,900	SF	\$	8.00	Š	239,200.00
74	Landscape (Parcel A39)		7,200	SF	\$	8.00	\$	57,600.00
75	Landscape (Parcel A44)		13,600	SF	\$	8.00	\$	108,800.00
76	Landscape (Parcel A47)		4,800	SF	\$	8.00	\$	38,400.00
77	Landscape (Parcel A50)		32,000	SF	\$	8.00	\$	256,000.00
78	Landscape (Parcel A53)		36,700	SF	\$	8.00	\$	293,600.00
		Subtotal Miscellaneous					\$	1,513,600.00

							ENGINEERI
tem	Description	Quantity	Unit		Unit Price		Amount
	N STREET						
	STREET WORK						
79	Fine Grading	310,000	SF	\$	0.45	\$	139,500.00
80	4.5" AC Paving	140,760	SF	\$	2.25	\$	316,710.00
81	8" Aggregate Base	140,760	SF	\$	1.20	\$	168,912.00
82	Vertical Curb and Gutter (with AB cushion)	8,065	LF	\$	15.00	\$	120,975.00
83	Type F Median Curb (with AB cushion)	435	LF	\$	18.00	\$	7,830.00
84	Splitter Island Curb and Gutter (with AB cushion)	110	LF	\$	21.00	\$	2,310.00
85	Roundabout Concrete	2,390	SF	\$	5.00	\$	11,950.00
86	Concrete Sidewalk	67,000	SF	\$	5.00	\$	335,000.00
87	Driveways	3	EA	\$	600.00	\$	1,800.00
88	Handicap Ramps	10	EA	\$	2,500.00	\$	25,000.00
89	Bike Ramps	4	EA	\$	2,500.00	\$	10,000.00
90	Case F Ramps	6	EA	\$	2,500.00	\$	15,000.00
91	Survey Monuments	9	EA	\$	300.00	\$	2,700.00
92	Street Barricade	5	EA	\$	1,500.00	\$	7,500.00
93	Traffic Striping & Signage	4,100	LF	\$	5.00	\$	20,500.00
94	Dewatering (budget)	4,100	LF	\$	40.00	\$	164,000.00
	Subtotal Street Work					\$	1,349,687.00
	STORM DRAIN						
95	Catch Basins (type I inlet)	11	EA	\$	2,400.00	\$	26,400.00
96	Catch Basins (type I inlet over type I manhole base)	7	EA	\$	2,800.00	\$	19,600.00
97	Catch Basins (type I inlet over type II manhole base)	4	EA	\$	5,000.00	\$	20,000.00
98	Catch Basins (type C inlet over type I manhole base)	5	EA	\$	2,800.00	\$	14,000.00
99	15" Storm Drain Pipe (polypropylene)	480	LF	\$	34.00	\$	16,320.00
100	15" Storm Drain Pipe (class V RCP)	280	LF	\$	34.00	\$	9,520.00
101	24" Storm Drain Pipe (polypropylene)	520	LF	\$	65.00	\$	33,800.00
102	24" Storm Drain Pipe (class V RCP)	390	LF	\$	65.00	\$	25,350.00
103	30" Storm Drain Pipe (polypropylene)	90 205	LF	\$	95.00	\$	8,550.00
104 105	42" Storm Drain Pipe (class III RCP)	395		\$ ¢	120.00	\$ ¢	47,400.00
105	Manholes (type I) Manholes (type II)	1	EA EA	\$ \$	3,000.00	\$ \$	3,000.00
107	Storm Drain Stub & Plug	1	ĒA	э \$	5,000.00 1,000.00	Ф \$	5,000.00 1,000.00
	Subtotal Storm Drain					\$	229,940.00
	SANITARY SEWER						
108	8" Sanitary Sewer Pipe (PVC)	520	LF	\$	28.00	\$	14,560.00
109	12" Sanitary Sewer Pipe (PVC)	1,590	LF	\$	42.00	\$	66,780.00
110	15" Sanitary Sewer Pipe (PVC)	80	LF	\$	60.00	\$	4,800.00
111	Manholes (type I)	6	EA	\$	4,000.00	\$	24,000.00
12	Sanitary Sewer Stub & Plug	3	EA	\$	1,000.00	\$	3,000.00
	Subtotal Sanitary Sewer					\$	113,140.00

6200 STONERID/SE MALL ROAD SUITE 330 PLEASANTON, CA 94586 + P. 925 223 6340 + F. 209 571 2466

	<b>•</b> • • •				ENGINEER
lem	Description	Quantity	Unit	Unit Price	Amount
	WATER SUPPLY				
113	8" Water Line (including all appurtenances) (PVC)	355	LF	\$ 32.00	\$ 11,360.00
14	12" Water Line (including all appurtenances) (PVC)	4.090	LF	\$ 48.00	\$ 196,320.00
15	2" Water Service	3	EA	\$ 2,000.00	\$ 6,000.00
116	3" Water Service	2	EA	\$ 3,500.00	\$ 7.000.00
117	4" Water Service	2	EA	\$ 5,000.00	\$ 10,000.00
18	Fire Hydrants	10	EA	\$ 4,000.00	\$ 40,000.00
19	Blow Off Valve	4	EA	\$ 4,000.00	\$ 16,000.00
20	Air Release Valve	4	EA	\$ 2,500.00	\$ 10,000.00
21	12" Butterfly Valve	7	EA	\$ 3,500.00	\$ 24,500.00
22	Temporary Water Blow Off at Stub	4	EA	\$ 3,000.00	\$ 12,000.00
	Subtotal Water Supply				\$ 333,180.00
	NON-POTABLE WATER				
23	8" Non-Potable Water Line (including all appurtenances) (PVC)	60	LF	\$ 35.00	\$ 2,100.00
24	10" Non-Potable Water Line (including all appurtenances) (PVC)	4,200	LF	\$ 45.00	\$ 189,000.00
25	2" Non-Potable Water Service	3	EA	\$ 2,000.00	\$ 6,000.00
26	3" Non-Potable Water Service	2	EA	\$ 3,000.00	\$ 6,000.00
27	4" Non-Potable Water Service	2	EA	\$ 5,000.00	\$ 10,000.00
28	Blow Off Valve	1	EA	\$ 4,000.00	\$ 4,000.00
29	Air Release Valve	1	EA	\$ 2,500.00	\$ 2,500.00
30	10" Resilient Gate Valve	2	EA	\$ 2,500.00	\$ 5,000.00
31	Temporary Non-Potable Water Blow Off at Stub	3	EA	\$ 3,000.00	\$ 9,000.00
	Subtotal Non-Potable Water				\$ 233,600.00
	LAKE FILL LINE				
32	16" Lake Fill Line (including all appurtenances) (PVC)	1,770	LF	\$ 50.00	\$ 88,500.00
33	Blow Off Valve	1	EA	\$ 4,000.00	\$ 4,000.00
34	Air Release Valve	1	EA	\$ 2,500.00	\$ 2,500.00
35	16" Butterfly Valve	2	EA	\$ 4,000.00	\$ 8,000.00
36	Temporary Lake Fill Line Blow Off at Stub	1	EA	\$ 3,000.00	\$ 3,000.00
	Subtotal Lake Fill Line				\$ 106,000.00
	ELECTRICAL				
37	Electroliers (single)	33	EA	\$ 7,000.00	\$ 231,000.00
	Electroliers (dual headed)	4	EA	\$ 12,000.00	\$ 48,000.00
39	Joint Trench	4,400	LF	\$ 125.00	\$ 550,000.00
	Subtotal Electrical				\$ 829,000.00
	MISCELLANEOUS				
	Parkway Landscape Strip	80,400	SF	\$ 8.00	\$ 643,200.00
	Median Landscaping	5,400	SF	\$ 8.00	\$ 43,200.00
	Landscape (Parcel A12)	88,200	SF	\$ 8.00	\$ 705,600.00
	Landscape (Parcel A27)	107,800	SF	\$ 8.00	\$ 862,400.00
74	Landscape (Parcel A28)	93,600	SF	\$ 8.00	\$ 748,800.00
	Subtotal Miscellaneous				\$ 3,003,200.00

6200 STONERIDGE MALL ROAD SUITE 330 PLEASANTON CA 94588 + P 926 223 8340 + F 209 571 0466

	Description	Oursetitu	11		Unit Drice		A.m. a
tem	Description	Quantity	Unit		Unit Price	_	Amount
	STORNOWAY AVENUE						
	STREET WORK						
145	Fine Grading	111,800	SF	\$	0.45	\$	50,310.00
146	5.5" AC Paving	57,700	SF	\$	2.75	\$	158,675.00
147	12" Aggregate Base	57,700	SF	\$	1.80	\$	103,860.00
148	12" Lime Treatment	57,700	SF	\$	1.10	\$	63,470.00
149	Vertical Curb and Gutter (with AB cushion)	1,700	LF	\$	15.00	\$	25,500.00
150	Type F Median Curb (with AB cushion)	1,620	LF	\$	18.00	\$	29,160.00
151	Concrete Sidewalk	3,335	SF	\$	5.00	\$	16,675.00
152	Handicap Ramps	4	EA	\$	2,500.00	\$	10,000.00
153	Bike Ramps	4	EA	\$	2,500.00	\$	10,000.00
154	Survey Monuments	1	EA	\$	300.00	\$	300.00
155	Street Barricade	2	EA	\$	1,500.00	\$	3,000.00
156	Traffic Striping & Signage	860	LF	\$	5.00	\$	4,300.00
57	Dewatering (budget)	860	LF	\$	40.00	\$	34,400.00
	Subtotal Street Work					\$	509,650.00
	STORM DRAIN						
158	Catch Basins (type I inlet over type I manhole base)	2	EA	\$	2,400.00	\$	4,800.00
159	Catch Basins (type I inlet over type II manhole base)	2	EA	\$	5,000.00	\$	10,000.00
160	Catch Basins (type C inlet over type I manhole base)	2	EA	\$	2,400.00	\$	4,800.00
61	15" Storm Drain Pipe (polypropylene)	180	LF	\$	34.00	\$	6,120.00
62	24" Storm Drain Pipe (polypropylene)	70	LF	\$	65.00	\$	4,550.00
163	36" Storm Drain Pipe (polypropylene)	465	LF	\$	95.00	\$	44,175.00
164	42" Storm Drain Pipe (class III RCP)	425	LF	\$	20.00	\$	8,500.00
165	Manholes (type II)	1	EA	\$	5,000.00	\$	5,000.00
166	Connect to Existing	1	EA	\$	1,700.00	\$	1,700.00
67	Storm Drain Stub & Plug	1	EA	\$	1,000.00	\$	1,000.00
	Subtotal Storm Drain					\$	90,645.00
	SANITARY SEWER						
68	8" Sanitary Sewer Pipe (PVC)	75	LF	\$	28.00	\$	2,100.00
169	15" Sanitary Sewer Pipe	565	LF	\$	60.00	\$	33,900.00
170	Manholes (type I)	3	EA	\$	4,000.00		12,000.00
71  72	Connect to Existing Sanitary Sewer Stub & Plug	1	EA EA	\$ \$	3,000.00 1,000.00		3,000.00 1,000.00
	Subtotal Sanitary Sewer			•	.,	\$	52,000.00
						Ψ	52,000.00
73	WATER SUPPLY 8" Water Line (including all appurtenances) (PVC)	195	LF	¢	32.00	¢	6,240.00
173	12" Water Line (including all appurtenances) (PVC)	840	LF	\$ \$	32.00 48.00	ъ \$	40,320.00
175	Fire Hydrants	2	EA	э \$	48.00	ֆ \$	40,320.00 8,000.00
176	12" Butterfly Valve	2	EA	\$		\$	7,000.00
77	Connect to Existing	2	EA	գ Տ	4,000.00		4,000.00
78	Temporary Water Blow Off at Stub	2	EA	\$	4,000.00 3,000.00		4,000.00 6,000.00

6000 STONERIDGE MALL ROAD SUITE 330 PLEASANTON CA 94588 + P 925,223 8340 + F 209 571 2466

	<b>_</b>					ENGINEER
tem	Description		Quantity	Unit	 Unit Price	Amount
	NON-POTABLE WATER					
79	8" Non-Potable Water Line (including all appurtenances)	(PVC)	840	LF	\$ 35.00	\$ 29,400.00
80	Air Release Valve	. ,	1	EA	\$ 2,500.00	\$ 2,500.00
81	10" Resilient Gate Valve		1	EA	\$ 2,500.00	\$ 2,500.00
82	Connect to Existing		1	EA	\$ 3,000.00	\$ 3,000.00
	Subtotal Non-Pe	otable Water				\$ 37,400.00
	ELECTRICAL					
83	Electroliers (dual headed)		7	EA	\$ 12,000.00	\$ 84,000.00
84	Joint Trench		1,200	LF	\$ 125.00	\$ 150,000.00
	Subto	tal Electrical				\$ 234,000.00
	MISCELLANEQUS					
85	Parkway Landscape Strip		14,000	SF	\$ 8.00	\$ 112.000.00
86	Median Landscaping		18,500	SF	\$ 8.00	\$ 148,000.00
87	Landscape (Parcel A64)		13,200	SF	\$ 8.00	\$ 105,600.00
	Subtotal M	scellaneous				\$ 365,600.00

							ENGINEERI
tem	Description	Quantity	Unit		Unit Price		Amount
	B2 STREET						
	STREET WORK						
188	Fine Grading	98,850	SF	\$	0.45	\$	44,482.50
189	5.5" AC Paving	54,190	SF	\$	2.75	\$	149,022.50
190	12" Aggregate Base	54,190	SF	\$	1.80	\$	97,542.00
191	12" Lime Treatment	54,190	SF	\$	1.80	\$	97,542.00
192	Vertical Curb and Gutter (with AB cushion)	1,865	LF	\$	15.00	\$	27,975.00
193	Type F Median Curb (with AB cushion)	1,720	LF	\$	18.00	\$	30,960.00
194	Concrete Sidewalk	7,820	SF	\$	5.00	\$	39,100.00
195	Handicap Ramps	2	ËA	\$	2,500.00	\$	5,000.00
196	Bike Ramps	2	EA	\$	2,500.00	\$	5,000.00
197	Survey Monuments	2	EA	\$	300.00	\$	600.00
198	Street Barricade	1	EA	\$	1,500.00	\$	1,500.00
199	Traffic Striping & Signage	930	LF	\$	5.00	\$	4,650.00
200	Dewatering (budget)	930	LF	\$	40.00	\$	37,200.00
	Subtotal Street Work					\$	540,574.00
	STORM DRAIN						
201	Catch Basins (type I inlet)	2	EA	\$	2,400.00	\$	4,800.00
202	Catch Basins (type I inlet over type I manhole base)	2	EA	\$	2,800.00	\$	5,600.00
203	Catch Basins (type C inlet)	3	EA	\$	2,400.00	\$	7,200.00
204	15" Storm Drain Pipe (polypropylene)	180	LF	\$	34.00	\$	6,120.00
205	15" Storm Drain Pipe (class V RCP)	70	LF	\$	34.00	\$	2,380.00
206	24" Storm Drain Pipe (class V RCP)	730	LF	\$	65.00	\$	47,450.00
207	Storm Drain Stub & Plug	1	EA	\$	1,000.00	\$	1,000.00
	Subtotal Storm Drain					\$	74,550.00
~~~	WATER SUPPLY		. –				
	12" Water Line (including all appurtenances) (PVC)	970	LF	\$	48.00	\$	46,560.00
	Fire Hydrants	2	EA	\$	4,000.00	\$	8,000.00
	12" Butterfly Valve	2	EA	\$	3,500.00	\$	7,000.00
211	Connect to Existing	1	EA	\$	4,000.00	\$	4,000.00
212	Temporary Water Blow Off at Stub	1	EA	\$	3,000.00	\$	3,000.00
	Subtotal Water Supply					\$	68,560.00
	NON-POTABLE WATER			^	48.00	•	
213 214	10" Non-Potable Water Line (including all appurtenances) (PVC) Blow Off Valve	985	LF	\$ ¢	45.00		44,325.00
	Air Release Valve	1	EA	\$	4,000.00	\$	4,000.00
	Connect to Existing	1	EA	\$ ¢	2,500.00	\$	2,500.00
	Temporary Non-Potable Water Blow Off at Stub	1	EA	\$	3,000.00	\$	3,000.00
217		I	EA	\$	3,000.00	\$	3,000.00
	Subtotal Non-Potable Water					\$	56,825.00
	ELECTRICAL Electrolises (dual baadad)	F	۲.	¢	40.000.00	¢	<u></u>
	Electroliers <i>(dual headed)</i> Joint Trench	5 1,000	EA LF	\$ \$	12,000.00 125.00	\$ \$	60,000.00 125,000.00

6200 STONERIDGE MALL ROAD SUITE 330 PLEASANTON CA 94568 + P 925 223 6340 + F 209 571 2466

em	Description		Quantity	Unit	lle	it Price		ENGINEER Amount
5111	beachpilon		Quantity	Unit		ILFICE		Amount
	MISCELLANEOUS							
20	Parkway Landscape Strip		15,800	SF	\$	8.00	\$	126,400.00
21	Median Landscaping		6,600	SF	\$	8.00	\$	52,800.00
		Subtotal Miscellaneous					\$	179,200.00
		SUBTOTA	B2 STREE	T CONS	STRUC		\$	1,104,709.00
			ONSTRUCT		ST (nos	reet \$1 000)	¢	15,300,000.00

Notes:

This estimate does not include surveying or engineering. Estimated cost for landscaping and irrigation may change with final plan approval.
 Unit prices are based on estimated current construction costs and no provision for inflation is included.

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 Phase 2, Area 3 Large Lot Final Map 4205; Escrow No. 1214023243

Dear Lori:

This letter constitutes the joint escrow instructions ("*Escrow Instructions*") of Califia, LLC, a California limited liability company ("*Califia*") 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 Califia 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 June 30, 2024, at the time designated in writing by Califia, subject to satisfaction of the conditions set forth below (each a "*Closing*"). If the Final Map has not been recorded by December 31, 2024, ORTC will return the Final Map to the City.

#### B. Documents to be Delivered and Recordation Documents

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

B.1. One original Large Lot Final Map for Tract 4205, executed and acknowledged by the City (provided to title by City).

The document listed in Item B.1 above is referred to as the "*Recordation Documents*." The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

#### C. <u>Closing Requirements</u>

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

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

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

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

C.3. The Recordation 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;

C.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;

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

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

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

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

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

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

Califia, LLC 73 W. Stewart Road Lathrop, CA 95330 Attn: Susan Dell'Osso

D.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@sjgov.org</u>) of the completion of the Transaction;

D.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, Califia, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

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

#### E. Additional Instructions

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

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

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

Very truly yours,

Stephen J. Salvatore Date City Manager City of Lathrop

Susan Dell'Osso President Califia, LLC Date

#### ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from Califia 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 Califia 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:	

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

ITEM:

DISCUSS MODIFICATION TO THE RIVER ISLANDS PHASE 2 PARKS AND OPEN SPACE MASTER PLAN TO ADJUST THE C2 COMMUNITY PARK ACREAGE FROM 22.50 ACRES TO 21.59 ACRES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LETTER OF AGREEMENT FOR FIRST PRIORITY USE FOR THE AUXILIARY GYM

**RECOMMENDATION:** Adopt a Resolution Approving Modification to the River Islands Phase 2 Parks and Open Space Master Plan to Adjust the C2 Community Park Acreage from 22.50 Acres to 21.59 Acres and Authorize the City Manager to Execute the Letter of Agreement for First Priority Use for the Auxiliary Gym

#### SUMMARY:

The Parks and Recreation Commission reviewed and recommended City Council approval of the proposed revision to the River Islands Phase 2 Parks and Open Space Master Plan at their special meeting held on March 19, 2024. The proposed modification to the River Islands Phase 2 Parks and Open Space Master Plan would adjust the C2 Community Park acreage from 22.50 acres to 21.59 acres to accommodate space for the River Islands Development LLC., (RID) to construct and operate an auxiliary gym for the benefit of River Islands Academies and the City of Lathrop.

### **BACKGROUND:**

The revised River Islands Phase 2 Parks and Open Space Master Plan is intended to provide a network of master planned parks and open spaces throughout the River Islands development. The park locations and the open space along the river provide opportunities to experience the River Islands community in multiple ways. The Open Space Master Plan delivers spaces that are woven throughout the community at varying scales to support an assortment of passive and active recreation. Several types of sports fields, ample opportunities to enjoy nature, and both pedestrian and bicycle circulation are included, enabling residents to both play and move safely throughout the community.

In June of 2021, the City approved the River Islands Phase 2 Parks and Open Space Master Plan for the River Islands Modified Phase Two Project. A total of 230.29 acres in the River Islands Modified Phase Two area are devoted to a variety of parks. The

#### PAGE 2

#### **CITY MANAGER REPORT** MARCH 25, 2024, CITY COUNCIL SPECIAL MEETING **DISCUSS MODIFICATION TO THE RIVER ISLANDS PHASE 2 PARKS AND OPEN SPACE MASTER PLAN TO ADJUST THE C2 COMMUNITY PARK** ACREAGE FROM 22.50 ACRES TO 21.59 ACRES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LETTER AGREEMENT FOR FIRST PRIORITY FOR **AUXILLIARY GYM**

Parks, Linear Parks (trails), and Pocket Parks. There are also over 272 acres of other open space areas, including levees, drainage swales and protected wetlands. It should be noted that the 272 acres of other open space areas does not include lake acreage or any open space in Paradise Cut, an area that is being set aside for eco restoration purposes.

In May of 2022, the City of Lathrop's Community Development Director approved a Substantial Conformance request from RID for the Woodlands East District. The application for Substantial Conformance with VTM 6716 was submitted to include various modifications to the road alignments, lot size, and for the two Neighborhood Parks N5 and N7 to be increased in acreage from 5.39 to 7.8 and 5.12 to 5.4, respectively. These modifications increased the total Neighborhood Park acreage of the development by 5 acres and increased the size of lake L14. A Substantial Conformance was also approved for the Woodlands West District which increased the overall neighborhood park acreage in Phase 2 of River Islands. The total Quimby requirement for Neighborhood parks is now exceeded as a result of the actions taken for the Woodlands East and West Districts.

In January of 2024, the City was approached by RID with a request to build, own, and operate an auxiliary gym for the benefit of the new River Islands High School. The space needed to construct the gym is 0.91 acres. RID proposes to use 0.91 acres of the land previously designated as the future C2 Community Park (Park) by requesting the Council approve a reduction of the park from 22.50 acres to 21.59 acres.

Even with the reduction of 0.91 acres, the Quimby Act requirement for Phase 2 is still satisfied for the Community Park requirements and the condition that community parks are 20 acres or greater in size, is also satisfied for Phase 2. The location of the C2 Community Park remains unchanged as first approved with VTM 6716.

Staff recommends that Council approve the proposed change to the C2 Park acreage. Staff also recommends that the City authorize the City Manager to execute the Letter Agreement for first priority use for auxiliary gym as included in Attachment D.

#### **RECOMMENDATION:**

Adopt a Resolution approving the proposed modification to the River Islands Phase 2 Parks and Open Space Master Plan to adjust the C2 Community Park acreage from 22.50 acres to 21.59 acres and authorize the City Manager to execute the Letter Agreement for First Priority Use For Auxiliary Gym.

#### CITY MANAGER REPORT PAGE 3 MARCH 25, 2024, CITY COUNCIL SPECIAL MEETING DISCUSS MODIFICATION TO THE RIVER ISLANDS PHASE 2 PARKS AND OPEN SPACE MASTER PLAN TO ADJUST THE C2 COMMUNITY PARK ACREAGE FROM 22.50 ACRES TO 21.59 ACRES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LETTER AGREEMENT FOR FIRST PRIORITY FOR AUXILIARY GYM

#### FISCAL IMPACT:

The City will also be responsible for direct costs associated with janitorial and services during the auxiliary gym's usage. The City may charge fees to program users to offset these expenses.

#### **ATTACHMENTS:**

- A. A Resolution of the City Council of the City of Lathrop Approving the Modification to the River Islands Phase 2 Parks and Open Space Master Plan, to Adjust the C2 Community Park Acreage from 22.50 Acres to 21.59 Acres
- B. Parks and Recreation Commission Recommendation for City Council to Approve the Modification to the River Islands Phase 2 Parks and Open Space Master Plan to Adjust the C2 Community Park Acreage from 22.50 Acres to 21.59 Acres
- C. River Islands Phase 2 C2 Community Park Proposed Map Identifying Revision to Remove 0.91 Acres from the C2 Community Park to Accommodate the Gym Location
- D. Letter of Agreement for First Priority Use for the Auxiliary Gym Between the River Islands Development LLC., and the City of Lathrop.

**CITY MANAGER REPORT** PAGE 4 MARCH 25, 2024, CITY COUNCIL SPECIAL MEETING **DISCUSS MODIFICATION TO THE RIVER ISLANDS PHASE 2 PARKS AND OPEN SPACE MASTER PLAN TO ADJUST THE C2 COMMUNITY PARK** ACREAGE FROM 22.50 ACRES TO 21.59 ACRES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LETTER AGREEMENT FOR FIRST PRIORITY FOR **AUXILLIARY GYM** 

## **APPROVALS:**

Todd Sebastian Parks and Recreation Director

Rick Caduiat Community Development Director

Brad Taylor

**City Engineer** 

Michael King Assistant City Manager

Salvador Navarrete City Attorney

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Stephen J. Salvatore City Manager

3/20/24 Date 3/20/24

20/2024

3.20.2024 Date

3-20-2024 Date

3.21.24 Date

#### **RESOLUTION NO. 24-**

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AN AMENDMENT TO THE RIVER ISLANDS PHASE 2 PARKS AND OPEN SPACE MASTER PLAN TO ADJUST THE C2 COMMUNITY PARK ACREAGE FROM 22.50 ACRES TO 21.59 ACRES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LETTER OF AGREEMENT FOR FIRST PRIORITY USE FOR THE AUXILIARY GYM

**WHEREAS**, in June of 2021, the City approved the River Islands Phase 2 Parks and Open Space Master Plan for the River Islands Modified Phase Two Project. A total of 230.29 acres in the River Islands Modified Phase 2 area are devoted to a variety of parks; and

WHEREAS, in May of 2022, the City of Lathrop's Community Development Director approved a Substantial Conformance request from River Islands Development, LLC., (RDI) for the Woodlands East District. This modification increased the total Neighborhood Park acreage of the development by 5 acres and increased the size of lake L14; and

**WHEREAS**, in January of 2024, the City was approached by RID with a proposal to build, own, and operate an auxiliary gymnasium for the benefit of the new River Islands High School and the City of Lathrop. The space needed to construct the gymnasium is 0.91 acres, which Council could authorize to be reduced from the C2 Community Park acreage; and

**WHEREAS**, the proposed modification to the River Islands Phase 2 Parks and Open Space Master Plan would adjust the C2 community park acreage from 22.50 acres to 21.59 acres to allow RID to use the reduced 0.91 acres to construct and operate an auxiliary gymnasium for the benefit of River Islands High School and the City of Lathrop; and

**WHEREAS,** the Parks and Recreation Commission recommended Council approve the proposed revision to the River Islands Phase 2 Parks and Open Space Master Plan at their special meeting held on March 19, 2024;

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Lathrop does hereby approve the proposed modification to the River Islands Phase 2 Parks and Open Space Master Plan to adjust the C2 Community Park acreage from 22.50 acres to 21.59 acres and authorize the City Manager to execute the letter of agreement for first priority use of the auxiliary gym dated March 25, 2024.

The foregoing resolution was passed and adopted this  $25^{th}$  day of March 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

<u>-</u>5 -

#### CITY OF LATHROP PARKS AND RECREATION COMMISSION SPECIAL MEETING TUESDAY, MARCH 19, 2024 6:00P.M. CITY HALL, COUNCIL CHAMBERS 390 TOWNE CENTRE DRIVE LATHROP, CALIFORNIA 95330

#### MINUTES

#### 1. PRELIMINARY

- 1.1 CALL TO ORDER Chair Zien called the meeting to order at 6:11 p.m.
- 1.2 ROLL CALL

Present:Chair Zien, Vice-Chair Hopping, and Commissioner SandhuAbsent:Commissioner Smith and Commissioner Datoc

- 1.3 PLEDGE OF ALLEGIANCE Chair Zien led the Pledge of Allegiance
- 1.4 ANNOUNCEMENT(S) BY CHAIR OR DIRECTOR None

#### 2. **PRESENTATIONS -** None

#### 3. CITIZEN'S FORUM - None

Persons who wish to speak to the Commission regarding an item that is not on today's agenda may do so at this time. All public comment must be made in compliance with the Lathrop City Council Handbook of Rules & Procedures.

### 4. CONSENT CALENDAR

No motion on Consent Calendar Item 4.1 tabled until next meeting.

4.1 APPROVAL OF MINUTES FOR THE PARKS AND RECREATION COMMISSION REGULAR MEETING ON NOVEMBER 2, 2023.

### 5. SCHEDULED ITEMS

5.1 APPROVE THE MODIFICATION TO THE RIVER ISLANDS PHASE 2 PARKS AND OPEN SPACE MASTER PLAN TO ADJUST THE C2 COMMUNITY PARK ACREAGE FROM 22.5 ACRES TO 21.59 ACRES

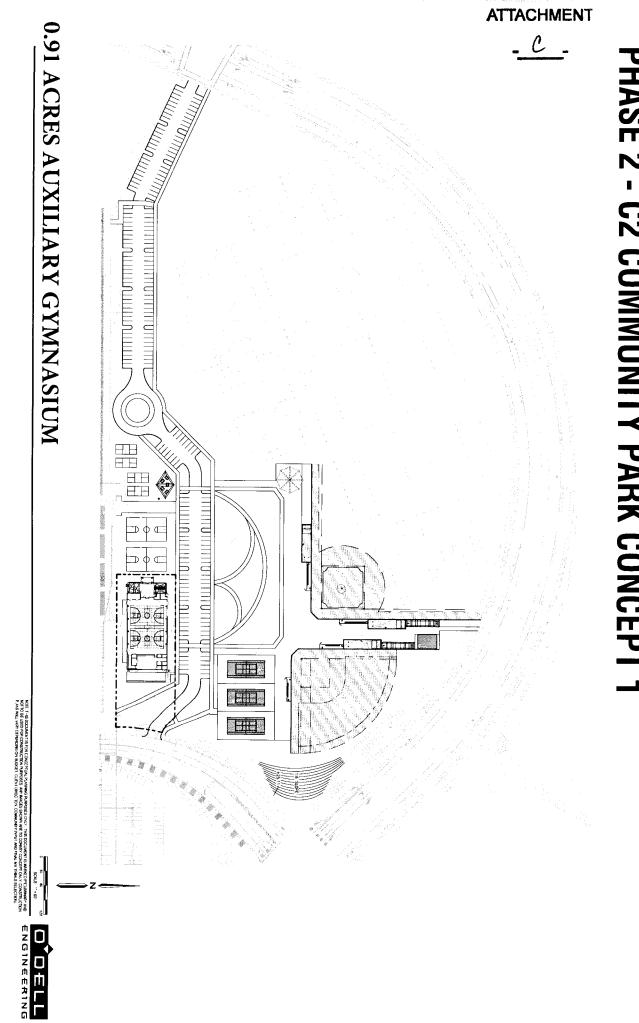
Parks, Recreation, and Fleet Services Director Todd Sebastian provided information on the modification to the River Islands Phase 2 Parks and Open Space Master Plan to reduce acreage by 0.91 acres to accommodate space for an auxiliary gymnasium for River Islands High School. On a motion made by Chair Zien, seconded by Vice-Chair Hopping, the Parks and Recreation Commission recommends the approval of the Modification to the River Islands Phase 2 Parks and Open Space Master Plan to Adjust the C2 Community Park Acreage from 22.5 Acres to 21.59 Acres.

Ayes:Zien, Hopping, SandhuNoes:NoneAbsent:Smith and DatocAbstain:None

#### 6. COMMISSION COMMUNICATIONS - None

**7. ADJOURNMENT –** There being no further business, Chair Zien adjourned the meeting at 6:24 p.m.

Todd Sebastian Director - Parks, Recreation & Fleet Services





March 25, 2024

Mr. Stephen J. Salvatore City Manager City of Lathrop 390 Towne Centre Drive Lathrop, CA 95220

#### RE: First Priority Use For Auxiliary Gym

Dear Mr. Salvatore:

Please accept this letter as a commitment from River Islands Development, LLC (RID) regarding the use of a proposed auxiliary gymnasium (gym) within Phase 2 of the River Islands Development.

RID intends to build an auxiliary gym on .91 acres of land that was previously identified as part of the C2 Community Park located adjacent to the River Islands High School.

In the event that construction of the gym has not commenced within 12 months from the date of this letter, RID will apply to the City of Lathrop (City) to amend the Phase 2 Parks and Open Space Master Plan to redesignate the .91 acres back to C2 park acreage.

Upon completion of the gym, RID will make the gym available for use to River Islands Academies (RIA) who may only use the facility for school programs and events.

At times when RIA is not utilizing the gym (which is anticipated to occur on Sundays and at times during the summer break when school is not in session), the City will have first priority use for the gym.

At any time that a third-party requests to use the gym, RID will not make it available to the third party without the City's written permission.

During the time of the City's actual usage, the City will demonstrate that it has adequate insurance coverage and will name RID and its affiliates as additional insured. City shall also be responsible for direct costs associated with janitorial and services during its usage.

In the event that RID considers selling or otherwise transferring the gym to a private entity, the City of Lathrop shall have first right of refusal to purchase the gym on the same terms and conditions as outlined in the sale to the private entity. In the event that RID sells or otherwise transfers the gym to another party, the terms and conditions of this letter agreement will run with the land and be binding on the new party. RID consents to the recordation of this letter on title of the subject property.



Please indicate your acceptance of the terms identified herein, by executing below.

Sincerely,

Susan E. M. Dell'Osso

Accepted:

"CITY"

Stephen J. Salvatore, City Manager City of Lathrop

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

ITEM:	HEALTH BENEFITS FOR CITY COUNCILMEMBERS
RECOMMENDATION:	Adopt a Resolution Offering City Paid Health Benefits to City Councilmembers and Approving Related Budget Amendment

#### SUMMARY:

Currently, City Councilmembers (Council) have the option of purchasing health benefits through the City at their own cost. California Government Code Section 36516(4)(d) allows cities to pay health and welfare costs for Councilmembers, provided that the same benefits are available and paid by the city for its employees. The City currently offers up to a maximum of \$23,892 per calendar year (\$1,991 per month) to employees for health, dental and vision insurance. Any amount over the city maximum is paid directly by the employee.

Council may choose to authorize the attached resolution to provide City paid health benefits to Council. The City's dental and vision plans do not allow for coverage of elected officials. Therefore, the attached resolution is only for health benefits. The total cost per Councilmember would vary based on whether benefits were taken and the plan chosen, but would cap at the current maximum of \$23,892 per year. Any amount over the annual contribution would be the responsibility of the Councilmember. See chart below for out of pocket example:

	Medical Kaiser HMO	City Monthly Contribution	Monthly Out of Pocket
Family	\$2,655.67	\$1,991.00	\$664.67
Employee +1	\$2,042.82	\$1,991.00	\$51.82
Employee	\$1,021.41	\$1,991.00	\$0

# \*The most commonly used medical plan (Kaiser HMO) was used in example. Other HMO and PPO plans are available at higher and lower costs.

Expenditures for the Council are paid for from the General Fund. A General Fund budget amendment for \$29,865 would be needed in Fiscal Year 23/24 and for \$122,730 in Fiscal Year 24/25, if Council authorizes the Resolution. The future expenditures associated with this approval would be included through the annual budget adoption process.

#### CITY MANAGER'S REPORT MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING HEALTH BENEFITS FOR CITY COUNCILMEMBERS

#### BACKGROUND:

In 2001, Council authorized Resolution 01-1127 that provided health benefits to City Councilmembers (Council) on a voluntary basis with the entire cost to be paid by the individual Councilmember.

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California Government Code Section 36516(4)(d) allows cities to pay health and welfare costs for Council, provided that the same benefits are available and paid by the city for its employees. Currently, the City pays up to \$23,892 (\$1,991 per month) per employee, per year for benefits. Any amount over the city maximum is currently paid directly by the employee. If the premium for coverage exceeds the amount provided by the City, the individual Councilmember would be responsible for paying the balance.

Many cities in our area pay benefits for their Councils. Councilmembers in Ceres, Lodi, Manteca, Tracy and Ripon have the option of the city paying for their benefits. California Government Code Section 36516(4)(d) allows the City to offer city paid benefits to Councilmembers with the approval of a Resolution by the Council.

#### **REASON FOR RECOMMENDATION:**

California Government Code Section 36516(4)(d) allows cities to pay health and welfare costs for Council, provided that the same benefits are available and paid by the city for its employees. Many cities in our area provide City paid health benefits for their elected officials. Councilmembers in Ceres, Lodi, Manteca, Tracy and Ripon are provided City paid health benefits that mirror the health benefits offered to the employees of those agencies.

#### FISCAL IMPACT:

The City currently pays up to \$23,892 per year (\$1,991 per month) per employee for health benefits. Amounts over the City maximum are paid directly by the employee. If Council chooses to offer City paid benefits to Councilmembers, a General Fund budget amendment in the amount of \$29,865 would be needed in Fiscal Year 23/24 and \$122,730 in Fiscal Year 24/25. The future expenditures associated with this approval would be included through the annual budget adoption process.

#### **ATTACHMENTS:**

A. Resolution

#### **CITY MANAGER'S REPORT** MARCH 25, 2024 CITY COUNCIL SPECIAL MEETING HEALTH BENEFITS FOR CITY COUNCILMEMBERS

#### **APPROVALS:**

Cari James Director of Finance

Thomas Hedegard Deputy City Manager

Salvador Navarrete City Attorney

Stephen J. Salvatore City Manager

3/19/2024

Date

3/19/2024 Date

3-19-2024

Date

3.19.24 Date

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#### RESOLUTION NO. 24-\_\_\_\_

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP OFFERING CITY PAID HEALTH BENEFITS TO CITY COUNCILMEMBERS AND RELATED BUDGET AMENDMENTS

**WHEREAS**, City Councilmembers have the option to purchase health dental and vision benefits through the City at their own costs; and

**WHEREAS**, California Government Code Section 36516(4)(d) allows cities to pay health and welfare costs for Councilmembers, provided that the same benefits are available and paid by the city for its employees; and

**WHEREAS**, the City currently offers up to a maximum of \$23,892 per calendar year (\$1,991 per month) to employees for health, dental and vision insurance; and

**WHEREAS**, any amount over the City maximum is paid directly by the employee; and

**WHEREAS**, Council may choose to provide City paid health, dental and vision benefits to Councilmembers at a maximum cost of \$23,892 per calendar year (\$1,991 per month), per councilmember; and

**WHEREAS**, any amount over the City's annual contribution amount would be the responsibility of the Councilmember.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council authorizes the City to provide city paid health, dental and vision benefits to Councilmembers up to a maximum of \$23,892 per calendar year (\$1,991 per month).

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council authorize the following budget amendments:

Fiscal Year 23/24	
Increase Expenditures: 1010-1110-410-4000	\$29,865
Fiscal Year 24/25	
Increase Expenditures: 1010-1110-410-4000	\$122,730

The foregoing resolution was passed and adopted this  $25^{th}$  day of March, 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

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