

CITY OF LATHROP CITY COUNCIL SPECIAL MEETING MONDAY, MARCH 17, 2025, 5:00 P.M. CLOSED SESSION - 4:30 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/1600286682?pwd=jpabQ6TeF7yQ8z0 170FnGoy60D2nIv.1

- ♣ 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
 - o 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: Webinar ID 160 028 6682 / Passcode: 645905
- If you are not able to attend the meeting in person or virtually Public comment / questions will be accepted by email to City Clerk Teresa Vargas at website-cco@ci.lathrop.ca.us or by calling (209) 941-7230. Please reference the Agenda Item, and the date of the City Council Meeting, in your written communication.
- Questions or comments submitted by email must be submitted by 4:00 p.m., on the day of the meeting.
- ♣ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

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

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



CITY OF LATHROP CITY COUNCIL SPECIAL MEETING MONDAY, MARCH 17, 2025, 5:00 P.M. CLOSED SESSION - 4:30 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 4:30 p.m. The Special Meeting will reconvene at 5:00 p.m., or immediately following the Closed Session, whichever is later.</u>

1. PRELIMINARY

- 1.1 CALL TO ORDER
- 1.2 CLOSED SESSION
 - 1.2.1 LIABILITY CLAIM: Pursuant to Government Code Section 54956.95:
 - Claimant: Julie Renia Summy Agency Claimed Against: City of Lathrop
 - 1.2.2 LIABILITY CLAIM: Pursuant to Government Code Section 54956.95:
 - Claimant: Edwin Figueroa
 Agency Claimed Against: City of Lathrop
 - 1.2.3 LIABILITY CLAIM: Pursuant to Government Code Section 54956.95:
 - Claimant: Dora Miranda
 Agency Claimed Against: City of Lathrop

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

2. CONSENT ITEM(S)

2.1 REQUEST TO OVER-HIRE FOR ECONOMIC DEVELOPMENT ADMINISTRATOR

Adopt Resolution Authorizing the Over-hiring of One Economic Development Administrator Position Through July 2025 and Amend the Position Control Roster

3. RIVER ISLANDS DEVELOPMENT CONSENT ITEM(S)

- 3.1 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 5 LOTS IN TRACT 4229 VILLAGE 22 UNIT 2 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS
 - Adopt Resolution Approving Final Map for Tract 4229 Village 22 Unit 2 within the Woodlands East District, Totaling 5 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC
- 3.2 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 6 LOTS IN TRACT 4243 VILLAGE 23 UNIT 2 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS
 - Adopt Resolution Approving Final Map for Tract 4243 Village 23 Unit 2 within the Woodlands East District, Totaling 6 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC
- 3.3 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 52 LOTS IN TRACT 4246 UNIT 3 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS
 - Adopt Resolution Approving Final Map for Tract 4246 Unit 3 within the West Village District, Totaling 52 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC
- 3.4 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 21 LOTS IN TRACT 4263 VILLAGE 21 UNIT 2 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

 Adopt Resolution Approving Final Map for Tract 4263 Village 21 Unit 2 within the Woodlands East District, Totaling 21 Single Family Lots and a
 - within the Woodlands East District, Totaling 21 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC
- 3.5 ACCEPT TRAFFIC SIGNALS ASSOCIATED WITH ENCROACHMENT PERMIT NOS. 23-93 AND 24-33 FROM RIVER ISLANDS Adopt Resolution to Accept Traffic Signals Associated with Encroachment Permit Nos. 23-93 and 24-33 from River Islands

4. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC Government Services Director, City Clerk

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CITY MANAGER'S REPORT
MARCH 17, 2025 CITY COUNCIL SPECIAL MEETING

ITEM: REQUEST TO OVER-HIRE FOR ECONOMIC

DEVELOPMENT ADMINISTRATOR

RECOMMENDATION: Adopt a Resolution Authorizing the Over-hiring of

One Economic Development Administrator Position Through July 2025 and Amend the Position Control

Roster

SUMMARY:

The City's current Economic Development Administrator has made staff aware of her intent to retire after over 6 years with the City. Her last day with the City will be at the end of July 2025. Given her numerous years with the City, it is imperative that staff immediately begin recruiting for this highly specialized position. The goal is to fill the position before the incumbent's retirement so there is some transfer of institutional knowledge. Therefore, staff recommends that the City Council authorize the City Manager to over-hire for the Economic Development Administrator position for approximately three months.

Staff estimates the cost to over-hire for an Economic Development Administrator position for three months is approximately \$49,000. A budget adjustment is not requested as staff believes budget savings in the current City Manager's Department budget will cover most, if not all, of the over-hire expenses.

BACKGROUND:

The City's current Economic Development Administrator has made staff aware of her intent to retire after over 6 years with the City. Her last day with the City will be at the end of July 2025. Given her numerous years with the City, it is imperative that staff immediately begin recruiting for this highly specialized position. The goal is to fill the position before the incumbent's retirement so there is some transfer of institutional knowledge. Therefore, staff recommends that the City Council authorize the City Manager to over-hire for the Economic Development Administrator position for approximately three months.

The Economic Development Administrator is primarily responsible for marketing and outreach programs that both retain and expand existing businesses while simultaneously attracting new retail, commercial, and industrial development to the Lathrop community. This position also provides staff assistance to the City Manager; and performs related work as required.

Staff estimates the cost to over-hire for an Economic Development Administrator position for three months is approximately \$49,000. A budget adjustment is not

CITY MANAGER'S REPORT PAGE 2 MARCH 17, 2025 CITY COUNCIL SPECIAL MEETING REOUEST TO OVER-HIRE FOR ECONOMIC DEVELOPMENT ADMINISTRATOR

requested as staff believes budget savings in the current City Manager's Department budget will cover most, if not all, of the over-hire expenses.

REASON FOR RECOMMENDATION:

This over-hire will give staff opportunities to transfer institutional knowledge of the current responsibilities of the position. The over-hire will improve the initial performance and efficiency of someone who is being brought up to speed on the dynamics of economic development in one of the fastest growing City's in California. Staff recommends that the City Council authorize the City Manager to over-hire for the Economic Development Administrator position for approximately three months.

FISCAL IMPACT:

The estimated cost to over-hire for an Economic Development Administrator position for three months is approximately \$49,000. A budget adjustment is not requested as staff believes budget savings will cover most, if not all, of the over-hire expenses.

ATTACHMENTS:

- A. Resolution to Authorize the Over-hiring of One Economic Development Administrator Position Through July 2025
- B. Position Control Roster

CITY MANAGER'S REPORT PAGE 3 MARCH 17, 2025 CITY COUNCIL SPECIAL MEETING REQUEST TO OVER-HIRE FOR ECONOMIC DEVELOPMENT ADMINISTRATOR

APPROVALS:

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		Manager	-

3/11/2075 Date

Salvador Navarrete City Attorney 3-11-2025

3.11.25

Stephen J. Salvatore City Manager Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE THE OVER-HIRING OF ONE ECONOMIC DEVELOPMENT ADMINISTRATOR POSITION THROUGH JULY 2025 AND AMEND THE POSITION CONTROL ROSTER

WHEREAS, the City's current Economic Development Administrator has made staff aware of her intent to retire after over 6 years with the City. Her last day with the City will be at the end of July 2025; and

WHEREAS, given her numerous years with the City, it is imperative that staff immediately begin recruiting for this highly specialized position. The goal is to fill the position before the incumbent's retirement so there is some transfer of institutional knowledge; and

WHEREAS, staff recommends that the City Council authorize the City Manager to over-hire for the Economic Development Administrator position for approximately three months; and

WHEREAS, the Economic Development Administrator is primarily responsible for marketing and outreach programs that both retain and expand existing businesses while simultaneously attracting new retail, commercial, and industrial development to the Lathrop community; and

WHEREAS, the over-hire will improve the initial performance and efficiency of someone who is being brought up to speed on the dynamics of economic development in one of the fastest growing City's in California; and

WHEREAS, the estimated cost to over-hire for an Economic Development Administrator position for three months is approximately \$49,000. A budget adjustment is not requested as staff believes budget savings will cover most, if not all, of the over-hire expenses.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby authorize the over-hiring of one Economic Development Administrator position through July 2025 and amend the position control roster.

The foregoing resolution was passed at following vote of the City Council, to w	nd adopted this 17 th day of March 2025, by the vit:
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Paul Akinjo, Mayor
ATTEST:	APPROVED AS TO FORM:
	5
Teresa Vargas, City Clerk	Salvador Navarrete, City Attorney

CITY MANAGER City	2024/2
Manager	Amended 03/17/25
Assistant City Manager	
Deputy City Manager	
City Engineer	0.25
City Manager	1.00
Director of Government Services/City Clerk 0.50	0.00
Economic Development Administrator 1.00	1.00
Economic Development Administrator (Over-hire through 7/25) 0.00 0	0.50
Total 3.75	1.00
CITY MANAGER - Total 3.75	1.00
CITY CLERK	4.75
City Clerk	4.75
Administrative Technician I/II 0.00 0.00 0.00 0.00 0.00 1.	
Deputly City Clerk 1.00	
Director of Government Services/City Clerk Total 1.50	1.00
Total 1.50 1.50 1.50 1.50 1.50 2.50 1.50 1.50 2.50 1.50 1.50 2.50 1.50 1.50 2.50 1.50 1.50 2.50 1.50 1.50 2.50 1.50 1.50 2.50 1.50 1.50 1.50 2.50 1.50 1.50 1.50 2.50 1.50	1.00
CITY CLERK - Total 1.50 1.50 1.50 1.50 2.50	0.50
CITY ATTORNEY City Attorne	2.50
City Attorney 1.00 0.00 0.00 0.00 0.00 City Attorney 1.00	2.50
Administrative Assistant I/II/III	
City Attorney 1.00 3.00	
Legal Assistant 0.00 1.0	0.00
Legal Secretary 1.00 1.00 1.00 1.00 1.00 0.0	1.00
Senior Administrative Assistant 0.00 0	1.00
Total 3.00	1.00
CITY ATTORNEY - Total 3.00	0.00
HUMAN RESOURCES Human Resources Human Resources Human Resources Director 1.00 1	3.00
Human Resources Human Resources Director 1.00 4.00	3.00
Human Resources Director 1.00 1	
Human Resources Manager 1.00 1.	
HR Analyst I/II	1.00
HR Technician 1.00	1.00
Total 4.00	1.00
HUMAN RESOURCES - Total 4.00 4.	1.00
FINANCE Finance Accountant I/II 0.00 1.00 1.00 1.00 1.00 1.00 Accounting Manager 0.00 0.00 0.00 0.00 0.00 0.00 Accounting Specialist I/II/Technician 0.00 0.00 0.00 0.00 0.00	4.00
Finance Accountant I/II 0.00 1.00 1.00 1.00 1.00 Accounting Manager 0.00 0.00 0.00 0.00 0.00 Accounting Specialist I/II/Technician 0.00 0.00 0.00 0.00 0.00	4.00
Accountant I/II 0.00 1.00 1.00 1.00 1.00 Accounting Manager 0.00 0.00 0.00 0.00 0.00 0.00 Accounting Specialist I/II/Technician 0.00 0.00 0.00 0.00 0.00 0.00	
Accounting Manager 0.00 0.00 0.00 0.00 0.00 0.00 Accounting Specialist I/II/Technician 0.00 0.00 0.00 0.00 0.00 0.00	
Accounting Specialist I/II/Technician 0.00 0.00 0.00 0.00 0.00	1.00
	0.00
Administrative Lechnician I/II 1.00 1.00 1.00 1.00 1.00 1.00	0.00
	1.00
Customer Service Representatives I/II 5.00 4.00 4.00 4.00 4.00	4.00
Customer Service Supervisor 1.00 1.00 1.00 1.00	1.00
Deputy Finance Director 0.00 0.00 0.00 0.00	0.00
Director of Finance 1.00 1.00 1.00 1.00 1.00	1.00
Finance Manager 1.00 1.00 1.00 1.00 1.00	1.00
Management Analyst I/II 2.00 2.00 2.00 2.00 2.00 2.00	2.00
Senior Administrative Assistant 0.00 0.00 0.00 0.00 0.00	0.00
Senior Customer Service Representative 1.00 1.00 1.00 1.00 1.00	1.00
Senior Accountant 1.00 1.00 1.00 1.00	1.00

	2023/24	2023/24	2024/25	2024/25	2024/25	2024/25
	Amended 12/11/23	Amended 03/11/24	Amended 07/01/24	Amended 10/21/24	Amended 03/10/25	Amended 03/17/25
Senior Management Analyst	1.00	1.00	1.00	1.00	1.00	1.00
Total	14.00	14.00	14.00	14.00	14.00	14.00
FINANCE - Total	14.00	14.00	14.00	14.00	14.00	14.00
INFORMATION SYSTEMS						
Information Systems						
Administrative Assistant I/II/III	0.00	0.00	0.00	0.00	0.00	0.00
Director of Information Systems	1.00	1.00	1.00	1.00	1.00	1.00
Chief Information Officer	1.00	0.00	0.00	0.00	0.00	0.00
Information Technology Technician	0.00	1.00	1.00	1.00	1.00	1.00
Information Technology Engineer I/II/III	6.00	7.00	7.00	7.00	7.00	7.00
Management Analyst I/II	1.00	1.00	1.00	1.00	1.00	1.00
Total	9.00	10.00	10.00	10.00	10.00	10.00
INFORMATION SYSTEMS - Total	9.00	10.00	10.00	10.00	10.00	10.00
COMMUNITY DEVELOPMENT						
Planning						
Administrative Assistant I/II/III	0.10	0.10	0.10	0.10	0.10	0.10
Assistant Community Development Director	0.00	0.00	0.00	0.00	0.00	0.00
Associate Planner	1.00	1.00	1.00	1.00	1.00	1.00
Director of Community Development	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00
Principal Planner	0.00	0.00	0.00	0.00	0.00	0.00
Senior Administrative Assistant	0.00	0.00	0.00	0.00	0.00	0.00
Senior Planner	1.00	1.00	1.00	1.00	1.00	1.00
Total	4.10	4.10	4.10	4.10	4.10	4.10
COMMUNITY DEVELOPMENT - Total	4.10	4.10	4.10	4.10	4.10	4.10
PUBLIC SAFETY						
Police						
Sworn						
Police Captain	0.00	2.00	2.00	2.00	2.00	2.00
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00
Police Corporal	0.00	5.00	5.00	5.00	5.00	5.00
Police Commander	2.00	0.00	0.00	0.00	0.00	0.00
Police Lieutenant	1.00	2.00	2.00	2.00	2.00	2.00
Police Officer	32.00	27.00	29.00	30.00	30.00	30.00
Police Officer (Over Hire Allocation)	0.00	0.00	0.00	2.00	2.00	2.00
Police Sergeant	6.00	6.00	6.00	6.00	6.00	6.00
Total	42.00	43.00	45.00	48.00	48.00	48.00
Non-Sworn						
Police Crime and Intelligence Analyst I/II	0.00	1.00	1.00	1.00	1.00	1.00
Police Records Assistant I/II	2.00	2.00	2.00	2.00	2.00	2.00
Police Records Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Property & Evidence Manager	0.00	1.00	1.00	1.00	1.00	1.00
Property & Evidence Technician	1.00	1.00	2.00	2.00	2.00	2.00
Total	4.00	6.00	7.00	7.00	7.00	7.00
Administration						
Management Analyst I/II	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	0.00	0.00	0.00	0.00
Total	2.00	2.00	2.00	2.00	2.00	2.00
Community Consists Division						· -
Community Services Division						

	2023/24	2023/24	2024/25	2024/25	2024/25	2024/25
	Amended 12/11/23	Amended 03/11/24	Amended 07/01/24	Amended 10/21/24	Amended 03/10/25	Amended 03/17/25
Community Services Officer I/II/III	5.00	5.00	5.00	5.00	5.00	5.00
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00	1.00	1.00
Animal Center Assistant	4.00	4.00	4.00	4.00	4.00	4.00
Animal Shelter Supervisor	0.00	0.00	0.00	0.00	0.00	0.00
Animal Center Manager	1.00	1.00	1.00	1.00	1.00	1.00
Animal Services Assistant	0.00	0.00	0.00	0.00	0.00	0.00
Total	12.00	12.00	12.00	12.00	12.00	12.00
PUBLIC SAFETY - Total	60.00	63.00	66.00	69.00	69.00	69.00
PARKS, RECREATION AND MAINTENANCE SERVICES						
Parks and Recreation						
Administrative Assistant I/II/III	3.00	3.00	3.00	3.00	2.00	2.00
Director of Parks, Recreation and Maintenance	1.00	1.00	1.00	1.00	1.00	1.00
Facility Attendant	0.00	0.00	0.00	0.00	0.00	0.00
Deputy Director of Parks, Recreation and Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
Fleet Attendant	0.00	0.45	0.45	0.45	0.45	0.45
Management Analyst I/II	1.00	1.00	1.00	1.00	1.00	1.00
Parks and Recreation Manager	0.00	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator I/II	3.00	3.00	3.00	3.00	4.00	4.00
Recreation Leaders	9.45	9.00	9.00	9.00	9.00	9.00
Recreation Manager	1.00	0.00	0.00	0.00	0.00	0.00
Recreation Supervisor	2.00	2.00	2.00	2.00	2.00	2.00
Senior Accountant	0.00	0.00	0.00	0.00	0.00	0.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00
Senior Recreation Leaders	5.00	5.00	5.00	5.00	4.00	4.00
Total	26.45	26.45	26.45	26.45	25.45	25.45
Maintenance Services						
Landscape and Irrigation Specialist	1.00	0.00	0.00	0.00	0.00	0.00
Maintenance Services Supervisor	1.00	2.00	2.00	2.00	2.00	2.00
Maintenance Worker I/II/III	5.00	5.00	5.00	5.00	5.00	5.00
Parks and Facilities Manager	0.00	0.00	0.00	0.00	0.00	0.00
Parks and Recreation Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Senior Recreation Leaders	2.00	2.00	2.00	2.00	2.00	2.00
Total	10.00	10.00	10.00	10.00	10.00	10.00
PARKS, RECREATION AND MAINTENANCE - Total	36.45	36.45	36.45	36.45	35.45	35.45
BUILDING SAFETY AND INSPECTIONS						
Building						
Administrative Assistant I/II/III	0.60	0.60	0.60	0.60	0.60	0.60
Assistant City Manager	0.32	0.32	0.32	0.32	0.32	0.32
Building Inspector I/II/III	3.00	3.00	3.00	3.00	3.00	3.00
Chief Building Official	1.00	1.00	1.00	1.00	1.00	1.00
Management Analyst I/II	1.00	1.00	1.00	1.00	1.00	1.00
Permit and Plan Check Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Permit Technician I/II/III	3.00	3.00	3.00	3.00	3.00	3.00
Total	9.92	9.92	9.92	9.92	9.92	9.92
BUILDING SAFETY AND INSPECTIONS - Total	9.92	9.92	9.92	9.92	9.92	9.92
DUDUIC MODIES						
PUBLIC WORKS Public Works						
Public Works	3.30	3.30	3.30	3.30	3.30	3.30
	3.30 0.43	3.30 0.43	3.30 0.43	3.30 0.43	3.30 0.43	3.30 0.43

	2023/24	2023/24	2024/25	2024/25	2024/25	2024/25
	Amended 12/11/23	Amended 03/11/24	Amended 07/01/24	Amended 10/21/24	Amended 03/10/25	Amended 03/17/25
Associate Engineer	1.00	3.00	3.00	3.00	3.00	3.00
City Engineer	1.00	1.00	1.00	1.00	1.00	1.00
Compliance Engineer	1.00	1.00	1.00	1.00	1.00	1.00
Construction Inspector I/II/III	3.00	3.00	3.00	3.00	3.00	3.00
Construction Superintendent	1.00	1.00	1.00	1.00	1.00	1.00
Director of Public Works	0.00	0.00	0.00	0.00	0.00	0.00
Electrician / Instrument Technician	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00
GIS/CAD Engineering Technician	0.00	0.00	0.00	0.00	1.00	1.00
Maintenance Worker I/II/III	3.00	3.00	3.00	3.00	3.00	3.00
Management Analyst I/II	1.00	1.00	1.00	1.00	1.00	1.00
Meter Reader I/II	2.00	2.00	2.00	2.00	2.00	2.00
Parks, Streets & Facilities Maintenance Superindtendent	0.00	0.00	0.00	0.00	1.00	1.00
Principal Engineer	0.00	1.00	1.00	1.00	1.00	1.00
Project Manager	0.00	1.00	1.00	1.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	0.00	0.00	0.00	0.0
Senior Civil Engineer	2.00	1.00	1.00	1.00	1.00	1.00
Senior Construction Manager	1.00	1.00	1.00	1.00	1.00	1.00
Streets and Maintenance Operation Manager	1.00	1.00	1.00	1.00	0.00	0.0
Utility Operations Superintendent	1.00	1.00	1.00	1.00	1.00	1.00
Utility Operator I/II/III	7.00	7.00	7.00	7.00	7.00	7.0
Utility Plant Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Total	34.73	35.73	35.73	3 5. 7 3	36.73	36.7
UBLIC WORKS - Total	34.73	35.73	35.73	35.73	36.73	36.73
rand Total	180.45	185.45	188.45	191.45	192.45	193.45

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CITY MANAGER'S REPORT MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING

ITEM: APPROVE FINAL MAP AND SUBDIVISION

IMPROVEMENT AGREEMENT FOR 5 LOTS IN TRACT 4229 VILLAGE 22 UNIT 2 WITHIN WOODLANDS EAST

DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution to Approve Final Map for Tract

4229 Village 22 Unit 2 within the Woodlands East District, Totaling 5 Single Family Lots and a Subdivision Improvement Agreement with River

Islands Development Area 3, LLC

SUMMARY:

The proposed Final Map for Tract 4229 Village 22 Unit 2 (Tract 4229), included as Attachment "E", is within the Woodlands East District of Phase 2 for the River Islands Project. Tract 4229 will be the second and final tract map within the Village 22 area. River Islands Development Area 3, LLC (River Islands) is proposing five (5) residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends City Council approve the proposed Final Map for Tract 4229, to be recorded pursuant to the terms of the Escrow Instructions, included as Attachment "D", and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Development Area 3, 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 March 25, 2024, City Council approved Tract 4205 Woodlands East Large Lot Final Map (LLFM) to create 23 undevelopable parcels. On March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District. On June 3, 2024, City Council approved Final Map (FM) Tract 4215, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a SIA with Califia, LLC. On August 12, 2024, City Council approved FM Tract 4226, CFD 2023-1 Annexation, and a SIA with River Islands. The land for the proposed Final Map for Tract 4229 is within the geographic boundaries of VTM 6716, LLFM 4205, FM 4215, FM 4226, and the Woodlands East 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.

CITY MANAGER'S REPORT MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 5 LOTS IN TRACT 4229 VILLAGE 22 UNIT 2 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Construction of the public improvements associated with Tract 4229 are substantially complete. Performance and labor & materials securities have been provided with the SIA for Tract 4215 that guarantees the unfinished improvements for Village 22 as detailed in Table 1.

Table 1 - Bond Values

Unfinished Improvement Total:	\$628,200
Performance Security (110% of Unfinished Improvements)	\$691,020
Bond No. 0844452	
Labor & Materials Security (50% of Performance Security)	\$345,510
Bond No. 0844452	' '

The conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in the Tract 4226 SIA approved by City Council on August 12, 2024, and are applicable to this Tract 4229.

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

Village 22 was annexed into the City of Lathrop CFD No. 2023-1 for maintenance purposes in 2024 as well as CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA).

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

REASON FOR RECOMMENDATION:

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

Do	cuments	Status	
1.	Final Map ready for signature	Completed	
2.	Subdivision Improvement Agreement	Completed	
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Provided with 4215	
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Provided with 4215	
5.	Street Improvement, Landscape, Light & Joint Trench	Completed	
6.	Geotechnical Report	Completed	

CITY MANAGER'S REPORT MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 5 LOTS IN TRACT 4229 VILLAGE 22 UNIT 2 WITHIN WOODLANDS EAST **DISTRICT OF RIVER ISLANDS**

7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed	
8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed	
9.	Allocation of Water and Sewer capacity	Provided with 4215	
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.	13. Escrow Instructions Comp		
14.	Village 22 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Annexed in 2024	
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:

- Α. Resolution to Approve Final Map for Tract 4229 Village 22 Unit 2 within the Woodlands East District, Totaling 5 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC
- В. Vicinity Map – Village 22
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 3, LLC, a Delaware limited liability company, for Tract 4229 Village 22 Unit 2
- D. Escrow Instructions for Final Map Tract 4229 Village 22 Unit 2
- E. Final Map - Tract 4229 Village 22 Unit 2

CITY MANAGER'S REPORT PAGE 4 MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 5 LOTS IN TRACT 4229 VILLAGE 22 UNIT 2 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

APPROVALS

City Manager

Veronica Albarran Junior Engineer	03/04/2035 Date
Brad Taylor City Engineer	<u> 3/4/2025</u> Date
Thomas Hedegard Deputy City Manager	3/4/202 \ Date
Michael King Assistant City Manager	3.4.2025 Date
Salvador Navarrete City Attorney	3-4.2025 Date
Stephen Salvatore	3:11:25 Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE FINAL MAP FOR TRACT 4229 VILLAGE 22 UNIT 2 WITHIN THE WOODLANDS EAST DISTRICT, TOTALING 5 SINGLE FAMILY LOTS AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 3, 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 March 25, 2024, City Council approved a Large Lot Final Map (LLFM) Tract 4205 to create 23 undevelopable parcels; and

WHEREAS, on March 29, 2023, Planning Commission approved the Woodlands East Neighborhood Development Plan and Architectural Design Guidelines and Development Standards; and

WHEREAS, on June 3, 2024, City Council approved Final Map (FM) Tract 4215, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a Subdivision Improvement Agreement (SIA) with Califia, LLC (River Islands); and

WHEREAS, on August 12, 2024, City Council approved FM Tract 4226, CFD 2023-1 Annexation, and a SIA with River Islands Development Area 3, LLC; and

WHEREAS, the land for the proposed Final Map for Tract 4229 Village 22 Unit 2 (Tract 4229) is within the geographic boundaries of VTM 6716, LLFM Tract 4205, FM Tract 4215, FM Tract 4226, and the Woodlands East Neighborhood; and

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

WHEREAS, River Islands provided performance and labor & material securities with the SIA for Tract 4215 that guarantees the unfinished improvements for Tract 4229 in the amount as follows:

Unfinished Improvement Total:	\$628,200
Performance Security (110% of Unfinished Improvements)	\$691,020
Bond No. 0844452	
Labor & Materials Security (50% of Performance Security)	\$345,510
Bond No. 0844452	,

; and

WHEREAS, the conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in the Tract 4226 SIA approved by City Council on August 12, 2024, and are applicable to this Tract 4229; 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, Village 22 was annexed into the CFD 2023-1 for maintenance purposes with the approval of FM Tract 4215 in 2024; and

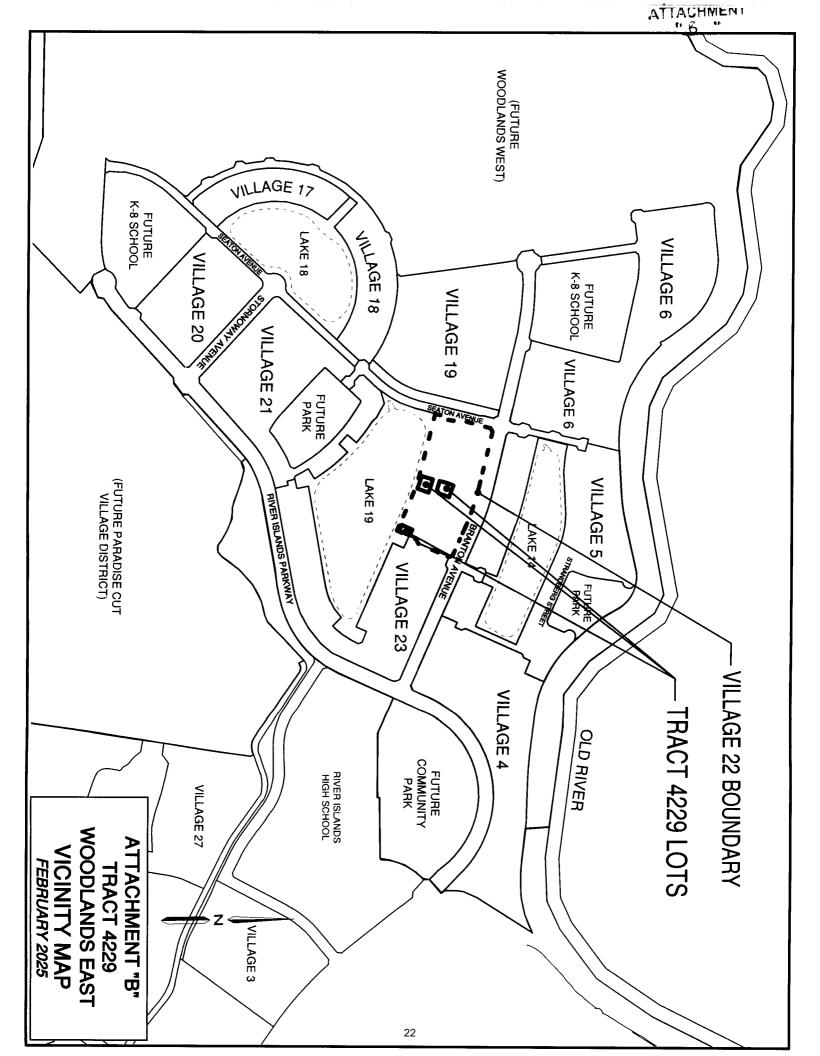
WHEREAS, River Islands Development Area 3, LLC must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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

- 1. The Final Map for Tract 4229 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the March 17, 2025 staff report once the terms and conditions of the Escrow Instructions, included as Attachment "D" to the City Manager's Report, are met.
- 2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development Area 3, LLC in substantially the form as attached to the March 17, 2025 staff report.

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Paul Akinjo, Mayor
ATTEST:	APPROVED AS TO FORM:
Teresa Vargas	Salvador Navarrete
City Clerk	City Attorney

PASSED AND ADOPTED by the City Council of the City of Lathrop this 17^{th} day of March 2025 by the following vote:



SUBDIVISION IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS DEVELOPMENT AREA 3, LLC, DELAWARE LIMITED LIABILITY COMPANY FOR TRACT 4229 VILLAGE 22 UNIT 2 5 RESIDENTIAL LOTS

RECITALS

- A. This Agreement is made and entered into this 17th day of March 2025, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Development Area 3, LLC, a Delaware limited liability company, (hereinafter "SUBDIVIDER").
- B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4229 Village 22 Unit 2 (Tract 4229). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4229 located within the Woodlands East District of River Islands Phase 2 (Neighborhood), which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided with the Subdivision Improvement Agreement for Tract 4215 Village 22 (Tract 4215 SIA) that guarantees the unfinished improvements for Village 22, which includes Tract 4229, and therefore no additional security is needed for Tract 4229.
- C. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the Neighborhood. The Offsite Improvements are needed to provide wastewater discharge for the Neighborhood as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4226 Woodlands East Village 5 (Tract 4226 SIA) as detailed in Table 1 of the Tract 4226 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4226 SIA are applicable to this Agreement
- D. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the C2 Sewer Lift Station, which is guaranteed with the Tract 4226 SIA, is incomplete and the wastewater conveyance system for Woodlands East Neighborhood of Phase 2 of the Project does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with Tract 4226 SIA for the use of temporary pump and haul of wastewater until the C2 Sewer Lift Station is constructed and

Subdivision Improvement Agreement (River Islands Development Area 3, LLC) Tract 4229 Village 22 Unit 2

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 4226 SIA are applicable to this Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4229 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 4229. 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 4229 are required security as outlined in this Agreement.

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Woodlands East - Village 22 neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

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

- 2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4229, or March 17, 2026, whichever comes first.
- 3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
- 4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
- 5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER

Subdivision Improvement Agreement (River Islands Development Area 3, LLC) Tract 4229 Village 22 Unit 2

from any guarantee hereunder.

- 6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond equal to 10% of the estimated cost of the Improvements for the Village 22 entire area to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.
- 7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, or fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

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

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

- 8. Because the Improvements are substantially complete, the SUBDIVIDER is not required to post additional Performance or Labor & Materials bonds to guarantee the improvements associated with Tract 4229. Performance and Labor & Material securities have been provided with the SIA for Tract 4215 that guarantees the unfinished improvements for Village 22, which includes Tract 4229. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.
- 9. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the Woodlands East District of River Islands Phase 2 (Neighborhood). The Offsite Improvements are needed to provide wastewater discharge for the Neighborhood as

Subdivision Improvement Agreement (River Islands Development Area 3, LLC) Tract 4229 Village 22 Unit 2

described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4226 Woodlands East Village 5 (Tract 4226 SIA) as detailed in Table 1 of the Tract 4226 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4226 SIA are applicable to this Agreement.

- 10. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the C2 Sewer Lift Station, which is guaranteed with the Tract 4266 SIA, is incomplete and the wastewater conveyance system for Woodlands East Neighborhood of Phase 2 of the Project does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with Tract 4226 SIA for the use of temporary pump and haul of wastewater until the C2 Sewer Lift Station is 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 4226 SIA are applicable to 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

Subdivision Improvement Agreement (River Islands Development Area 3, LLC) Tract 4229 Village 22 Unit 2

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.

Subdivision Improvement Agreement (River Islands Development Area 3, LLC) Tract 4229 Village 22 Unit 2

- 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 4229.
- 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.

Subdivision Improvement Agreement (River Islands Development Area 3, LLC) Tract 4229 Village 22 Unit 2

ATTACHMENTS:

EXHIBIT A FINAL MAP - TRACT 4229 VILLAGE 22 UNIT 2

EXHIBIT B TRACT 4229 VILLAGE 22 UNIT 2 AREA

EXHIBIT C CITY INSURANCE REQUIREMENTS

Subdivision Improvement Agreement (River Islands Development Area 3, LLC) Tract 4229 Village 22 Unit 2						
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 17th day of March 2025, 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 City Clerk	Date	BY:	Stephen J. Salvatore City Manager	Date	
APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY						
BY:	Salvador Navarrete City Attorney	3-4-2025 Date				

	nprovement Agreement (River Islands Development Area 3, LLC) llage 22 Unit 2
SUBDIVIDE	R
	Development Area 3, LLC, mited liability company
BY: Susar Presid	Dell'Osso lent

Subdivision Improvement Agreement (River Islands Development Area 3, LLC) Tract 4229 Village 22 Unit 2

EXHIBIT "A"

FINAL MAP - TRACT 4229 VILLAGE 22 UNIT 2

DWNER'S STATEMENT

THE UNDERSONED, DOES HEREBY SLIKE THAT THEY ARE THE OWNERS OR HAVE SOUR EXCENDED THE INTERESS IN THE LAND DELINATION AND JURHADED THAT AND FAINTEED, THACH AZOR RIVER ISLANDS — PHASE 2, ALLAGE 22 LINIT 2", CITY OF LATHROPS, CALIFORNIA, CONSISTING OF FOUR (4) SHEETS, AND 18' HERBERY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JURGAUN COUNTY, CALIFORNIA. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

A NON-POLISIANE EASONANT TO THE OTT OF LAHROPS TOOLEHER WITH THE ROUT TO CONNECT, TECHNISTRUCT, REPAIR AND MANKAIN, POLES, MIRES, CAMEES, PRES, AND COMMUNIS AND THEIR APPLICATIONS (SEE AND LAND AND THE APPLICATION OF LAND AND LAND AND SHOULD BE APPLICATION OF THE STRONG OF LAND AS SHOWN ON THIS FRAME HAP DESCONATED AS TALKE (PABLIC UTILITY EXCENSERY).

THE UNDERSIONED DOES HEREBY RELINDUISH TO THE CITY OF LATHROP ALL ABUTTERS RICHT OF ACCESS TO LOT 2 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL 2222222, AS SHOWN ON THIS FINAL MAP.

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

OMECR NIEWS TO SUBDINGE THE LAND SUBJECT TO THIS JAP WITH JAY AND ALL BEARAIN ROITS OR OTHER WITE NIERESTS TO WHICH THE SUBJECT LAND IS ENTITED THEREBY ADVENTUATION OF THIS JAIN TO THE LANDS, WHEINER SUCH WATER ROPH'S SHALL BE REPARAIN, OVERLYING, LITORAL PRECOLATING, PRESCRIPTINE, JAJADICATED, STATUTORY OR CONTRACTUAL OWNER DOES NOT NIEDA BY THE RECOMPANIES OF THIS JAIP TO SAVER THE REPARAIN ROOTS OF THE SUBJECT LANDS WHICH THE RODAMAN ROOT HES BURNDAMING PROPERTIES.

OWNER: RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY

NAME BY:

SUSAN DELL'OSSO PRESIDENT

DATE

TRUSTEE'S STATEMENT

OLD REPUBLIC THE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED JULY 2, 2024, AS DOCUMENT NUMBER 2024-054840, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS BY: NAME: DAY OF 2025.

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTAY RUBLO OR ORBO SPICER COMPETING THIS CERTIFICATE KERIES ONLY THE DENTITY OF THE MONDIAL, AND OSMED THE DOCUMENT TO MICHAIN COSTRETICATE IS ATTRICHED, AND NOT THE TRUTH-PULKESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

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:

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

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

RIVER ISLANDS - PHASE 2 VILLAGE 22 UNIT 2 RACT 4229

A PORTION OF FANCHO EL PESCADERO, REING A SUBDIVISION OF THE THREE DESIGNATED REVIAINDER PARCELS AS SHOW ON TRACT 4215 (44 MAP 107), WILLAGE 22 FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



FEBRUARY 2025

CITY CLERK'S STATEMENT

ITRESA VARGAS OTY GERK AND GERK OF THE GITY COUNCIL OF THE GITY OF LATHROP, STATE OF CALFORNA, DO HEREBY STATE THAT THE HEREN EMBODED MAP ENTILLED TRACT 4229, RMG, CONSISTING OF FOUR (4) SHEETS, THIS STATINGAT WAS PRESENTED TO SAID GITY OF LATHROP, CALFORNA, CONSISTING OF FOUR (4) SHEETS, THIS STATINGAT WAS PRESENTED TO SAID GITY COUNCIL, AS PROVIDED BY LAW, AT A METTING THEREOFON BY RECOLUTION NO.

1017 PASSED MAP AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE GITY OF LATHROP, FOR PUBLIC USE, THE RETUNDATIONS OF ALL PUBLIC UTILITY EXSENSITY (FULL), THE DETOLATION OF SAID MAP (FULL). THE DETOLATION OF ALL PUBLIC UTILITY EXSENSITY (FULL), THE DETOLATION OF SAID MAP (FULL) THE CONSISTING CONFILETED IN ACCORDINATES (FULL). THE DETOLATION OF SAID MAP (FULL) THE SAID MAP (FUL

ALSO, PURSUANT TO SECTION 66434(C) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HERBEY MANADON THE KIM-EXCLUSIVE PUBLIC LITTLY FASSIBLETY (P.U.E.) FOR PUBLIC PURPORESS DEDICATED PET THACI 1925 FINAL MAP RECORDED APRIL 24, 2024, M BOOK 4 of MAPS AND PLATS, FACE 95, OFFICIAL RECORDS OF SAN JUNQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

TERESA VARGAS
OTY CLERK AND QLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALFORNA

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A KOTARY PUBLIC OR OHER DEFICER COMPETING THIS CERTIFICATE, VERTES ONLY THE IDENTITY OF THE MOVINDUA, MAY SIGNED THE DOCUMENT TO MINIOT THE TRUTHPULNESS, ACCURACY, OR VALDITY OF THAT DOCUMENT

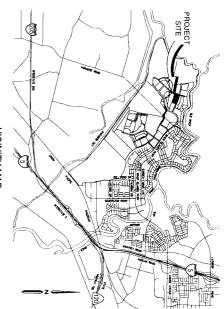
STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

ON THE DATITY UPON BEHALF OF WHICH THE PERSON(S) ACID, DECULED THE BATTY UPON BEHALF OF MICH THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO BE THAT HE/SHE/THEF DECULED THE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO BE THAT HE/SHE/THEF SUBSCRIBES) ON THE INSTRUMENT THE PERSON(S), OR THE BATTY UPON BEHALF OF WHICH THE PERSON(S) ACID, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE NCIPAL COUNTY OF BUSINESS:
COMMISSION NUMBER:
COMMISSION EXPIRES: (PRINT):



VICINITY MAP

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

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

DATED THIS_ DAY OF 2025

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

CITY ENGINEER'S STATEMENT

L BRAD R. TAYLOR, HEERY STATE THAT I AM THE CITY ENGNETR OF THE CITY OF LATHORY CAMPORNA AND THAT I HAVE EXAMED THIS THAT HAVE OF TRACT 122 BORD FILENDS—HAVE 2, VILAGE 22 WINT 22 TO THE CAMPORNA AND THAT THE SUBDIVISION SHOWN HEERON IS SUBSTANTIALLY THE STAFF S. IT APPEARED ON HE KESTING TRIATINE AND THAT HAVE THE CONTROL THE THOROUS THEREOF, THE THAT HAVE THAT HAVE THAT HAVE THAT THAT THAT THAN APPLICABLE ORDINANCES OF THE CITY OF LATHORY AND ANY AMENOMENTS THEREOF, APPLICABLE AT THE THE CREPTON AND ANY AMENOMENTS THEREOF, APPLICABLE AT THE THE CREPTON AND ANY AMENOMENTS THEREOF.

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



RECORDER'S STATEMENT

FILED THIS # |-DAY OF AND PLATS, AT PAGE 2025, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY

84: ASSISTANT/DEPUTY RECORDER

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

SHEET

CITY SURVEYOR'S STATEMENT

I. DARRY, A ALEXANDER HEREBY SAIT THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4229, RIVER BLANDS. - PHASE 2. VILLAGE ZU UNIT 2" FAINAL MAP, DIT OF LATHROP, CALIFORNIA, AND I AM SATISTED THAT THIS RIMAL MAP IS TECHNICALLY CORRECT.

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DARRYL ACTING	DATED
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Y SE	l ĭ
A. ALEXANDER, P.L.S. 5071 CITY SURVEYOR	
9,5	
P.L.S	
5	DAY OF
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A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF THE THREE DESIGNATED RELIANCER PARCELS AS SHOWN ON TRACT ACTS (44 MARP 102), VILLACE ZE PINALI AUP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

サスの12年中央12の FEBRUARY 2025

RIVER ISLANDS - PHASE 2 VILLAGE 22 UNIT 2

TRACT 4229

SURVEYOR'S STATEMENT

HIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS MAKED INFO, A FIELD SERVICE WAS DEPARTED BY ME OR UNDER MY DIRECTION AND IS MAKED AN AFIELD SERVICE TO BE RETRIEVED. AND INFO THE DEMONSHER MAY DIVINE MY DIRECTION BEFORE MY DIVINE MY DIRECTION BEFORE MY DIVINE MY DIVINE

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		2025.
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OF CALL FOR	No. 7788	E COLANO

DYLAN CRAWFORD, P.L.S. NO 7788

DATED THIS

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 REGISTROOP AND THE CONTROL OF CORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF RAPPERTY COMBUCETO AGRICULTURAL OPERATIONS. THAT HE PROPERTY THOSE THAT UTILES CHEMICAL FERTILIZERS AND PESTIODES. YOU ARE HERSEY NOTIFED THAT THE PROPERTY OF A SCHOOL THE ALMOST AND PROPERTY USE OF AGRICULTURAL LANDS AND PERSON USE OF AGRICULTURAL PERSON PERSON LANDS AND PERSON USE OF AGRICULTURAL PERSON PERSON AND PERSON USE OF AGRICULTURAL LANDS AND PERSON USE AND PERSON USE OF AGRICULTURAL LANDS AND PERSON USE AND PERSON USE OF AGRICULTURAL LANDS AND PERSON USE AND PERSON USE OF AGRICULTURAL LANDS AND PERSON USE AGRICULTURAL LANDS AND PERSON USE AGRICULTURAL LANDS AND PERSON USE AND PERSON USE AGRICULTURAL LANDS AND PERSON USE AGRICULTURAL LANDS AND PERSON USE AGRICULTURAL LANDS AND PERSON USE AND PERSON HASET, LATHROP CALIFORNIAL PROCESSOR AND AGRICULTURAL LANDS AND AGRICULTURAL LA
- ILATHROP THAT 4229, RWER ISLANDS -- PHASE 2, VILLAGE 22 UNIT 2 FINAL MAP, CONTAINS 5 RESIDENTIAL LOTS WITH A TOTAL OF 0.656 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA

LOTS 1 THROUGH 5	TRACT 4229 AREA SUMMARY
±0.676 AC±	UMMARY

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023560-LP. (VERSION 3), DATED JANUARY 16, 2025, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

SIGNATURE OMISSIONS

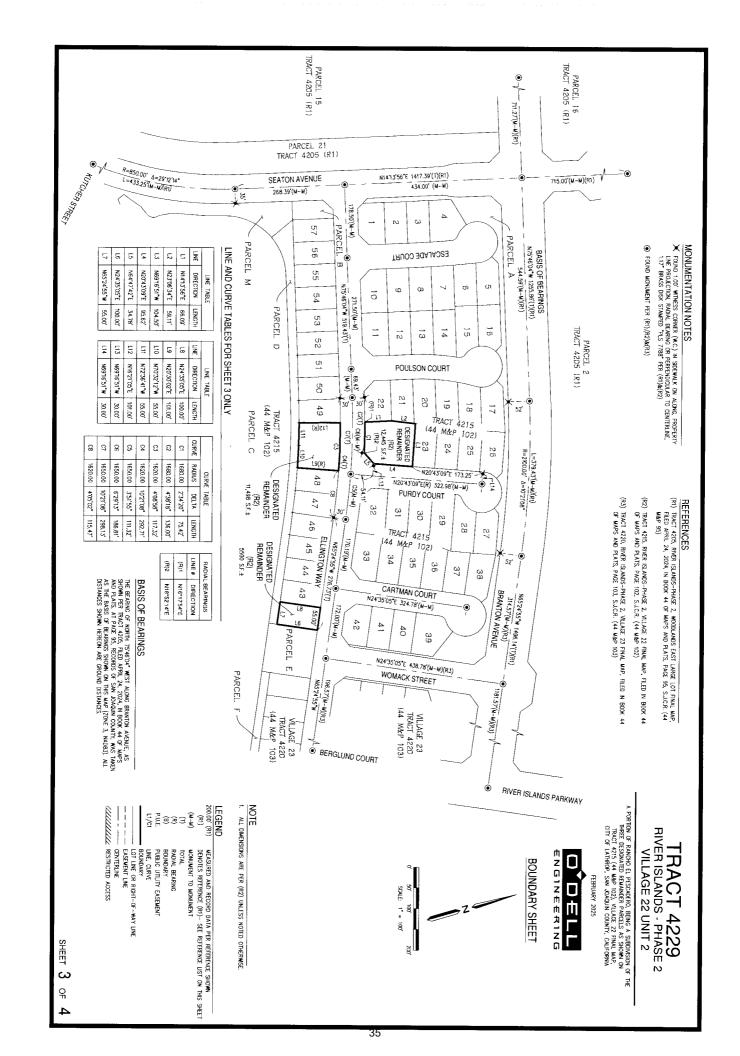
PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

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

EASEMENT ABANDONMENT NOTE

THE FOLLOWING EASINGHT IS BENCA ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON STREET.

IT THE NON-EXCLUSIVE PUBLIC UITUTY EASINGHT (P.U.E.) FOR PUBLIC PURPOSES DEDICATED FOR TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 59, OFFICIAL RECORDS OF SAN JOAQUN COUNTY, WITHIN THE DESIGNATED REMAINDERS OF TRACT 4215.



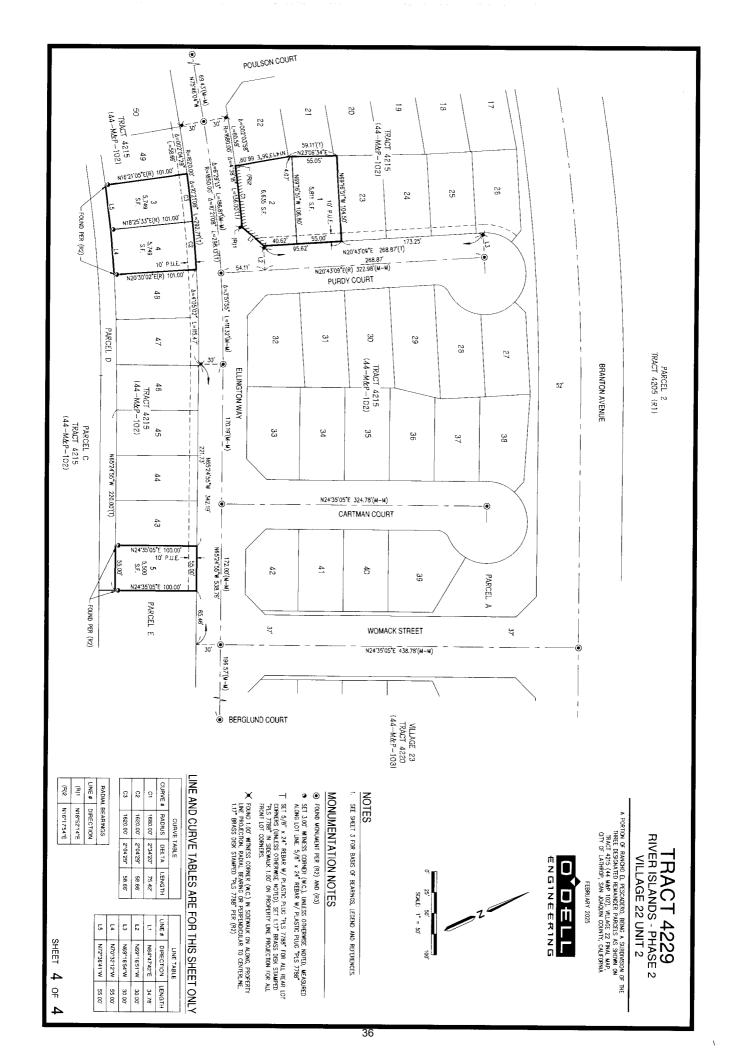


EXHIBIT "B"

TRACT 4229 VILLAGE 22 UNIT 2 AREA

EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER License # 0C36861 CONTACT Los Angeles-Alliant Insurance Services, Inc. PHONE (A/C, No, Ext): FAX (A/C, No): 333 S Hope St Ste 3700 Los Angeles, CA 90071 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: United Specialty Insurance Company 12537 INSURED INSURER B: River Islands Development Area 3, LLC INSURER C: 73 W. Stewart Rd. INSURER D Lathrop, CA 95330 **INSURER E** INSURER F : **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) **TYPE OF INSURANCE POLICY NUMBER** LIMITS Α X COMMERCIAL GENERAL LIABILITY 2,000,000 EACH OCCURRENCE CLAIMS-MADE | X | OCCUR ATN2418343P DAMAGE TO RENTED PREMISES (Ea occurrence) 50.000 3/19/2024 3/19/2027 X MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 **POLICY** PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO **BODILY INJURY (Per person)** OWNED AUTOS ONLY SCHEDULED AUTOS **BODILY INJURY (Per accident)** PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY **UMBRELLA LIAB** OCCUR **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Tract 4229 (22 Lots 1-5) City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents. 30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Lathrop 390 Towne Center Drive Lathrop, CA 95330 **AUTHORIZED REPRESENTATIVE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
 - 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- 2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - **b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

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

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

- a. (1) The Additional Insured is a Named Insured under such other insurance;
 and
 - (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis; and
 - (ii) would not seek contribution from any other insurance available to the additional insured.

or

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

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

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

Policy: ATN2418343P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

SCHEDULE Name and Address of Other Person/Organization

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

Number of Days Notice

30

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

March 17, 2025

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 4229; Escrow No. 1214023660

Dear Lori:

This letter constitutes the joint escrow instructions ("Escrow Instructions") of River Islands Development Area 3, LLC, a Delaware limited liability company ("RIDA3") 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 RIDA3 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, 2025, at the time designated in writing by RIDA3, subject to satisfaction of the conditions set forth below (each a "Closing"). If the Final Map has not been recorded by December 31, 2025, ORTC will return the Final Map to the City.

B. <u>Documents to be Delivered and Recordation Document</u>

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIDA3 for recordation in the Official Records of San Joaquin County, California ("Official Records").

B.1. One original Final Map for Tract 4229, executed and acknowledged by the City (provided to title by City).

The document listed in Items B.1 above is referred to as the "*Recordation Document*." The Recordation Document shall be recorded in the order referred to above. The date on which the Recordation Document is recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

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

• Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of \$2,551.22, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "Sierra Club Agreement"), constituting the amount of \$3,774.00 multiplied by 0.676 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. Closing Requirements

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

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

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

E.4. Refund any funds delivered to you by RIDA3 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 3, 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>), Stephanie Rosillo-Silva (<u>srosillo@ci.lathrop.ca.us</u>), Monica Garcia (<u>mgarcia@ci.lathrop.ca.us</u>), Teresa Vargas (<u>tvargas@ci.lathrop.ca.us</u>), Sarah Pimentel (<u>spimentel@ci.lathrop.ca.us</u>), and Jose Molina (<u>JMolina@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 3, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:
 - (A) a certified copy of the Recordation Document, showing all recording information of the Recordation Document; and
 - (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

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

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA3 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 RIDA3 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:	

OWNER'S STATEMENT

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: HE UNDESPIRED DOES HERBY SAITE THAT THEY ARE THE OWNERS OR HAVE SAME RECORD TITLE HITEREST IN THE (LAND CEMBALTID AND LURBACKED HAVIN HE EXTERDED ROUNDERS' LING OF THE HERD LURBOOKED FAMIL MAP EXTITED, THAT I TO BY THE HERBY COMSISTING OF FOLK (3) DHEETS, AND THE HERBY CONSENT TO THE PREPARATION AND FILMS OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAM JOURNAY, CHILDRAWA.

A KNH-PECULSME EXSURN TO THE CITY OF LATHERP TOCETHER WITH HE ROUT TO DOXERUET, RECONSTRUCT, REPUIR AND HANDLAND, OPEES, WHIES, CAMEES, PRES, AND COMBUTINS AND THEIR APPRITEMANCES LIFON, OPEE AND UNDER THE STRUCK MAP DESCRIPTS AS FULE. (PUBLIC UTITYT EXERCIT).

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOT 2 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL/2/2/2/2, AS SHOWN ON THIS FINAL MAP.

OMER NITIOS TO SIGNOIS THE LAND SLIBECT TO THIS LAP WITH ANY AND ALL BEARANT ROTICS OF OTHER WATER NITERISTS TO WHICH THE SUBJECT LAND IS ENTITIOD THERETH, APPRICATANT OR RELITANCE TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE REPARAN, ADERLYING, UTTORAL PRECOLATING, PRESENTINE, ADJUDICATED, STATUTORY OR COMPACTUME, OWNER DOES NOT MITTED BY THE RECORDATION OF THIS MAP TO SEVER THE REPARANT RIGHTS OF THE SURGICULANDS WITHIN THE BUNDARIES OF THIS MAP OR THE SURGICULANDS WITHIN THE BUNDARIES OF THIS MAP OR THE SURGICULANDS WITHIN THE BUNDARIES OF THIS MAP OR THE SURGICULANDS WITHIN THE BUNDARIES OF THIS MAP OR THE SURGICULANDS WITHIN THE BUNDARIES OF THIS MAP OR THE SURGICULANDS WITHIN THE BUNDARIES OF THIS MAP OR THE SURGICULANDS WITHIN THE BUNDARIES OF THIS MAP OR THE SURGICULANDS WITHIN THE BUNDARIES OF THIS MAP OR THE SURGICULAND. TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS FINAL MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF

OWNER: RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY

TS. BY DATE

TRUSTEE'S STATEMENT

OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED JULY 2, 2024, AS DOCUMENT NUMBER 2024—054840, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS BY: NAME: DAY OF 2025.

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERRIES ONLY THE DIATITY OF THE NONDOUGH, MAY OSCRIBE THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULMESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

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:

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

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

RIVER ISLANDS - PHASE VILLAGE 22 UNIT 2 RACT 4229

A PORTION OF FANCHO EL PESCADERO, BEING A SUBDIVISION OF THE THREE DESIGNATED REMANDER PARCELS AS SHOWN ON TRACT 4215 (44 M&P 107), VILLAGE 22 FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

FEBRUARY 2025



CITY CLERK'S STATEMENT

I TERESN WARGAS, CITY CLERK MAD CLERK OF THE CITY COLUNCIL OF THE CITY OF LATHROP, STATE OF CALFORMAL, OO HEREBY STATE THAT THE HEREIN EPHODOED MAP ENTRITLED "TRACE" 4225, RICHE STANDS-PHASE Z, MLACK 22 DUNI 72 FINAL WAS PRECIDED MAP ENTRITLED "TRACE" 4225, RICHE DELVA, KIA A MELTING "THE RECORDAND MAP OF THE COLOR AND CONTY COLUNCIL DID HEREINON BY RESOLUTION NO HEREINON MAD ALTHROPED TO SAD DUTY COLUNCIL DID HEREINON BY RESOLUTION NO HEREINON MAD ALTHROPED TO ME BALLET OF THE COLOR THE COLOR LATHROP FOR PUBLIC USE, THE EXIMADIZATION OF SCOULD WATER BROTHSTA, ALLA S SANDWAN ON AND INAL MAP SUBJECT TO THE MEPROCALISTIS BEING COMPILETED IN ACCORDANCE WITH CHAPTER 16, TILE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66434(¢) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE OTT OF LATHROP DOES HERBY ABANDON THE NON-EXCLUSIF EDISIC UTILITY EASSLEINT (P.U.E.) FOR PUBLIC PURPOSES DEDICATED PER TRACT 4005 FINAL MAP RECORDED ADEIL 24, 2024, M. BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUÍN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

TRESA MARGAS CHYCLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALLIDRINA

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER SPICER COMPLETING THIS CERTIFICATE VERHES ONLY THE DENTITY OF THE NORMAL WAY OSHED THE DOCUMENT TO WINDLY HIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHPLINESS, ACCURACY, OR VALUITY OF THAT DOCUMENT

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

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:

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

> PROJECT SITE VICINITY MAP ૈન

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

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

DATED THIS_ DAY OF

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, BRAD R. TANCE, HERBY STATE THAT I AM THE CITY PROMETER OF THE CITY OF LATHORS OF LOGISMA AND THAT I HAVE EXAMEDED THE FIRM, HAD OF "TROT, 1429, RICHE (18AUG)—HASE 2, A LIAGE 20 MILT OF LATHORS CHIEFORY, AND THAT THE SIBENISTY SHOWN HERCOM IS SISTIMUTALLY THE SAME ST IN APPRAISH ON THE STRING INTERFACE HAD NO THAT THE SIME IN THE STATE IN THE STATE THAT THE STAM AND COMPUTES HAD ALL PROMODING OF CHAPTER 2 OF THE COLLIDON STATE SIBENISTY HAD FOR AND PAPEAGE COMMANCES OF THE CITY OF LATHORS, AND ANY AMENDACINES THEREOS, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATINE MAP.

2025.

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

DATED THIS___

DAY OF

RECORDER'S STATEMENT

IN BOOK FEE: \$ OF MAPS AND PLATS, AT PAGE 2025, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY

ASSISTANT/DEPUTY RECORDER

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

SHEET 읶

CITY SURVEYOR'S STATEMENT

I, DARRY, A. ALEMANDER HEBERY STATE THAT HAVE EXAMINED THIS FINAL MAP OF "TRACT 4229, BRIER BLANDS.—PARKE 2, VILLAGE ZU UNIT 2" FINALL MAP, OIT OF LATHROP, CAUFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DARRY	DATED THIS
9>	롨
DARRYL A. ALEXANDER, P.L.S. 5071 ACTING CITY SURVEYOR	DAY OF
- 1	l 63
	2025.

A PORTION OF RANCHOE IL PESCADERO, BEING A SUBDINISION OF THE
THREE DESIGNATED REMANDER PARCELS AS SHOWN ON
TRACT 4215 (44 MAP 102), VILLIAGE ZE ZE HAIL MAP,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

サスロ12世中女12日 FEBRUARY 2025

RIVER ISLANDS - PHASE 2 VILLAGE 22 UNIT 2

TRACT 4229



SURVEYOR'S STATEMENT

HIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FELD SURVEY IN CONCROUNCE WITH HE REQUIREMENTS OF THE SURDIVISION WAP ACT AND LOCAL ODDINANCE AT THE REQUIREMENTS OF THE SURDIVISION WAP ACT AND LOCAL ODDINANCE AT THE WASHINGT OF CAUTE, AND ACCUPANT HE POSTIONAL THE REPORT OF THAT THE WASHINGT FOR THAT THEY WILL BE SUFFICIENT TO EMBREL THIS SURVEY TO BE RETRACED, AND THAT THE SURVEY WILL BE SUFFICIENT TO EMBREL THIS SURVEY TO BE RETRACED, AND THAT THE SURVEY HE SURFACED AND THAT THE SURVEY HE SURVEY THAT THEY WASHINGT SURVEY TO BE RETRACED, AND THAT THE SURVEY HE SURVEY TO BE RETRACED, AND THAT THE SURVEY HAVE SURVEY TO BE RETRACED, AND THAT THE SURVEY HAVE SURVEY THAT THE SURVEY THE SURVEY THAT THE SURVEY THAT THE SURVEY THAT THE DATED THIS

		2025.
THE OF CALLED	PROFE OF	COLUMN TANKS

DYLAN CRAWFORD, P.L.S. NO 7788

DAY OF

RECITALS

1. RECITALS

1. RECITALS

1. RECIT TO FARM SINTERNI:

1. RECIT TO FARM SINTE

LATHROP.

TRACT 4229. RIVER ISLANDS — PHASE 2, VILLAGE 22 UNIT 2 FINAL NAP. CONTAINS 5 RESIDENTIAL LOTS WITH A TOTAL OF 0.676 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL NAP (PLEASE REFER TO THE AREA TABLE BELDW).

LOTS 1 THROUGH 5	TRACT 4229 AREA S
0.676 AC±	SUMMARY

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023560-LR (VERSION 3), DATED JANUARY 16, 2025, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

SIGNATURE OMISSIONS

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

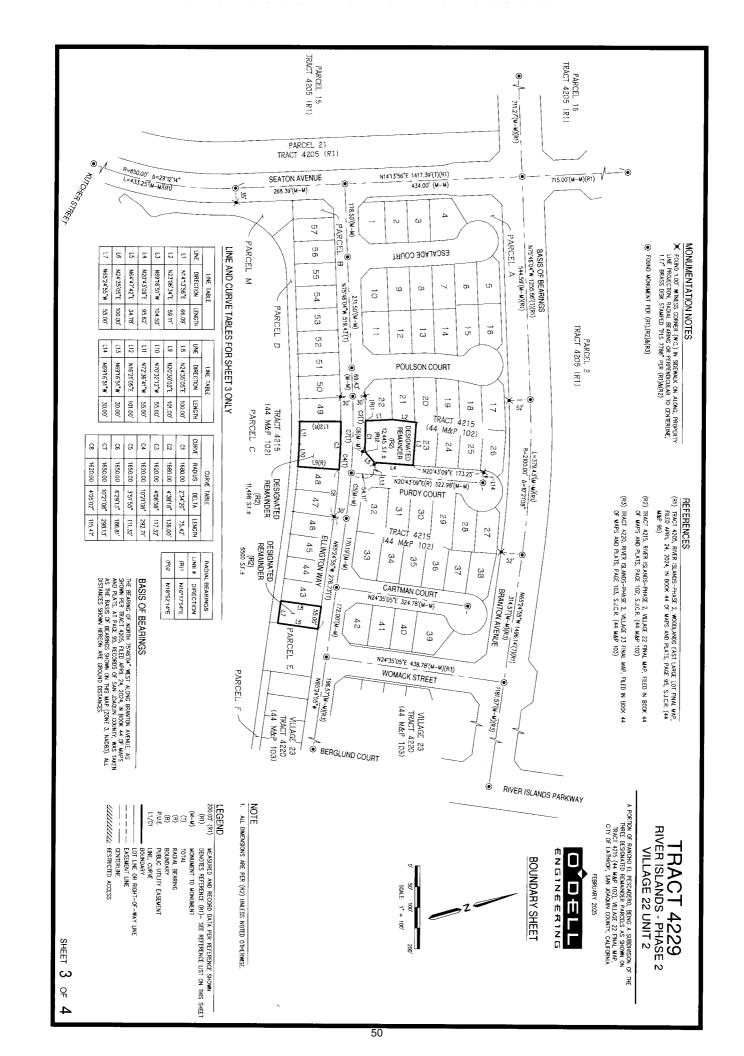
RECLAMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, INNERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001–01048177, S.J.C.R.

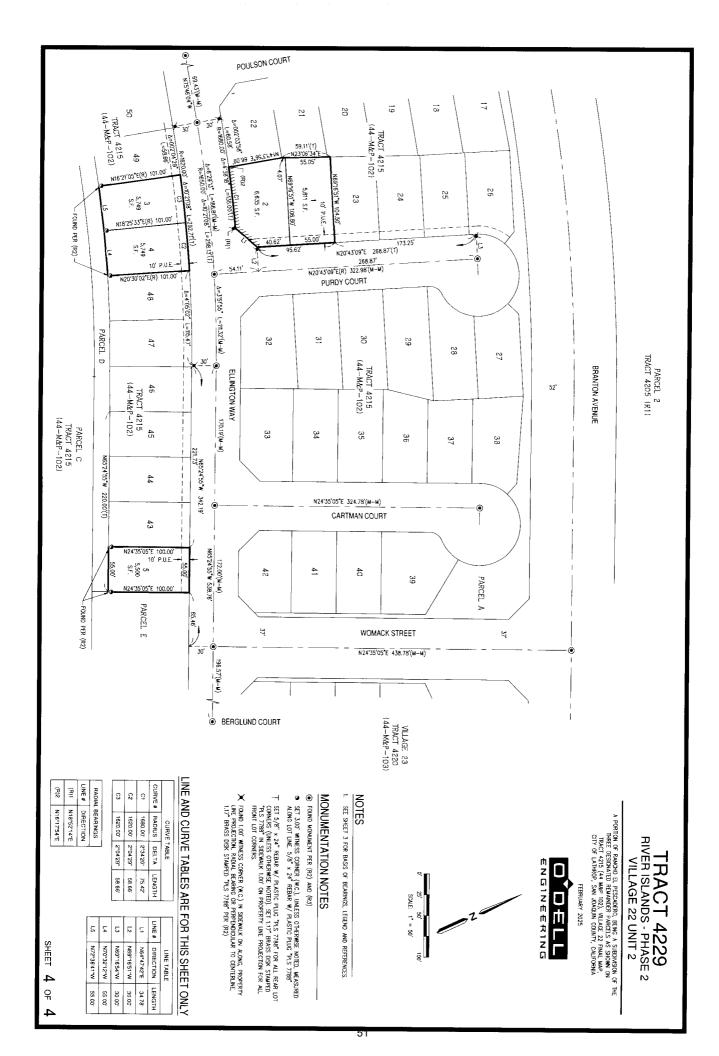
EASEMENT ABANDONMENT NOTE

THE FOLLOWING EASEMENT IS BEING ABANDONED BY THIS FINAL MAP, PLEASE REFER TO THE CITY CLERK'S TATEMENT ON SPEET I.

THE COTY CLERK'S TATEMENT ON SPEET.

THE KON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P-U.E.) FOR PUBLIC PURPOSES DEDICATED PER TRACT 4705 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPES AND P-ATS, PAGE 56, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE DESIGNATED REMAINDERS OF TRACT 4215.





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CITY MANAGER'S REPORT MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING

ITEM:

APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 6 LOTS IN TRACT 4243 VILLAGE 23 UNIT 2 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION:

Adopt Resolution to Approve Final Map for Tract 4243 Village 23 Unit 2 within the Woodlands East District, Totaling 6 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC

SUMMARY:

The proposed Final Map for Tract 4243 Village 23 Unit 2 (Tract 4243), included as Attachment "E", is within the Woodlands East District of Phase 2 for the River Islands Project. Tract 4243 will be the second and final tract map within the Village 23 area. River Islands Development Area 3, LLC (River Islands) is proposing six (6) residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends City Council approve the proposed Final Map for Tract 4243, to be recorded pursuant to the terms of the Escrow Instructions, included as Attachment "D", and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Development Area 3, 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 March 25, 2024, City Council approved Tract 4205 Woodlands East Large Lot Final Map (LLFM) to create 23 undevelopable parcels. On March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District. On June 3, 2024, City Council approved Final Map (FM) Tract 4220, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a SIA with Califia, LLC. On August 12, 2024, City Council approved FM Tract 4226, CFD 2023-1 Annexation, and a SIA with River Islands. The land for the proposed Final Map for Tract 4243 is within the geographic boundaries of VTM 6716, LLFM 4205, FM 4220, FM 4226, and the Woodlands East 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.

CITY MANAGER'S REPORT MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 6 LOTS IN TRACT 4243 VILLAGE 23 UNIT 2 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Construction of the public improvements associated with Tract 4243 are substantially complete. Performance and labor & materials securities have been provided with the SIA for Tract 4220 that guarantees the unfinished improvements for Village 23 as detailed in Table 1.

Table 1 - Bond Values

Unfinished Improvement Total:	\$728,900
Performance Security (110% of Unfinished Improvements)	\$801,790
Bond No. 0844453	
Labor & Materials Security (50% of Performance Security)	\$400,895
Bond No. 0844453	,

The conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in the Tract 4226 SIA approved by City Council on August 12, 2024, and are applicable to this Tract 4243.

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

Village 23 was annexed into the City of Lathrop CFD No. 2023-1 for maintenance purposes in 2024 as well as CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA).

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

REASON FOR RECOMMENDATION:

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

Do	cuments	Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Provided with 4220
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Provided with 4220
5.	Street Improvement, Landscape, Light & Joint Trench	Completed
6.	Geotechnical Report	Completed

CITY MANAGER'S REPORT MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 6 LOTS IN TRACT 4243 VILLAGE 23 UNIT 2 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9.	Allocation of Water and Sewer capacity	Provided with 4220
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. Village 23 – City of Lathrop Community Facilities District No. 2023-1 Annexation		Annexed in 2024
Fee	s	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 to Approve Final Map for Tract 4243 Village 23 Unit 2 within the Woodlands East District, Totaling 6 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC
- B. Vicinity Map Village 23
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 3, LLC, a Delaware limited liability company, for Tract 4243 Village 23 Unit 2
- D. Escrow Instructions for Final Map Tract 4243 Village 23 Unit 2
- E. Final Map Tract 4243 Village 23 Unit 2

CITY MANAGER'S REPORT PAGE 4 MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 6 LOTS IN TRACT 4243 VILLAGE 23 UNIT 2 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

APPROVALS

City Manager

Veponia Albapoa	03/04/2075
Veronica Albarran	Date
Junior Engineer	
Brad/Taylor City Engineer	
Thomas Hedegard Deputy City Manager	3/5/2025 Date
	3.4.2025
Michael King	 Date
Assistant City Manager	
55	3-4-2025
Salvador Navarrete	Date
City Attorney	
	3.13.25
Stephen Salvatore	Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE FINAL MAP FOR TRACT 4243 VILLAGE 23 UNIT 2 WITHIN THE WOODLANDS EAST DISTRICT, TOTALING 6 SINGLE FAMILY LOTS AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 3, 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 March 25, 2024, City Council approved a Large Lot Final Map (LLFM) Tract 4205 to create 23 undevelopable parcels; and

WHEREAS, on March 29, 2023, Planning Commission approved the Woodlands East Neighborhood Development Plan and Architectural Design Guidelines and Development Standards; and

WHEREAS, on June 3, 2024, City Council approved Final Map (FM) Tract 4220, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a Subdivision Improvement Agreement (SIA) with Califia, LLC (River Islands); and

WHEREAS, on August 12, 2024, City Council approved FM Tract 4226, CFD 2023-1 Annexation, and a SIA with River Islands Development Area 3, LLC; and

WHEREAS, the land for the proposed Final Map for Tract 4243 Village 23 Unit 2 (Tract 4243) is within the geographic boundaries of VTM 6716, LLFM Tract 4205, FM Tract 4220, FM Tract 4226, and the Woodlands East Neighborhood; and

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

WHEREAS, River Islands provided performance and labor & material securities with the SIA for Tract 4220 that guarantees the unfinished improvements for Tract 4243 in the amount as follows:

Unfinished Improvement Total:	\$728,900
Performance Security (110% of Unfinished Improvements) Bond No. 0844453	\$801,790
Labor & Materials Security (50% of Performance Security) Bond No. 0844453	\$400,895

; and

WHEREAS, the conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in the Tract 4226 SIA approved by City Council on August 12, 2024, and are applicable to this Tract 4243; 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, Village 23 was annexed into the CFD 2023-1 for maintenance purposes with the approval of FM Tract 4220 in 2024; and

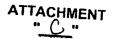
WHEREAS, River Islands Development Area 3, LLC must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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

- 1. The Final Map for Tract 4243 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the March 17, 2025 staff report once the terms and conditions of the Escrow Instructions, included as Attachment "D" to the City Manager's Report, are met.
- 2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development Area 3, LLC in substantially the form as attached to the March 17, 2025 staff report.

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Paul Akinjo, Mayor
ATTEST:	APPROVED AS TO FORM:
	5
Teresa Vargas	Salvador Navarrete
City Clerk	City Attorney

PASSED AND ADOPTED by the City Council of the City of Lathrop this 17^{th} day of March 2025 by the following vote:



SUBDIVISION IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS DEVELOPMENT AREA 3, LLC, DELAWARE LIMITED LIABILITY COMPANY FOR TRACT 4243 VILLAGE 23 UNIT 2 6 RESIDENTIAL LOTS

RECITALS

- A. This Agreement is made and entered into this 17th day of March 2025, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Development Area 3, LLC, a Delaware limited liability company, (hereinafter "SUBDIVIDER").
- B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4243 Village 23 Unit 2 (Tract 4243). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4243 located within the Woodlands East District of River Islands Phase 2 (Neighborhood), which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided with the Subdivision Improvement Agreement for Tract 4220 Village 23 (Tract 4220 SIA) that guarantees the unfinished improvements for Village 23, which includes Tract 4243, and therefore no additional security is needed for Tract 4243.
- C. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the Neighborhood. The Offsite Improvements are needed to provide wastewater discharge for the Neighborhood as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4226 Woodlands East Village 5 (Tract 4226 SIA) as detailed in Table 1 of the Tract 4226 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4226 SIA are applicable to this Agreement
- D. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the C2 Sewer Lift Station, which is guaranteed with the Tract 4226 SIA, is incomplete and the wastewater conveyance system for Woodlands East Neighborhood of Phase 2 of the Project does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with Tract 4226 SIA for the use of temporary pump and haul of wastewater until the C2 Sewer Lift Station is 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 4226 SIA are applicable to this Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4243 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 4243. 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 4243 are required security as outlined in this Agreement.

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Woodlands East - Village 23 neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

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

- 2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4243, or March 17, 2026, whichever comes first.
- 3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
- 4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
- 5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER

from any guarantee hereunder.

- 6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond equal to 10% of the estimated cost of the Improvements for the Village 23 entire area to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.
- 7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, or fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

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

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

- 8. Because the Improvements are substantially complete, the SUBDIVIDER is not required to post additional Performance or Labor & Materials bonds to guarantee the improvements associated with Tract 4243. Performance and Labor & Material securities have been provided with the SIA for Tract 4220 that guarantees the unfinished improvements for Village 23, which includes Tract 4243. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.
- 9. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the Woodlands East District of River Islands Phase 2 (Neighborhood). The Offsite Improvements are needed to provide wastewater discharge for the Neighborhood as

described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4226 Woodlands East Village 5 (Tract 4226 SIA) as detailed in Table 1 of the Tract 4226 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4226 SIA are applicable to this Agreement.

- 10. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the C2 Sewer Lift Station, which is guaranteed with the Tract 4266 SIA, is incomplete and the wastewater conveyance system for Woodlands East Neighborhood of Phase 2 of the Project does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with Tract 4226 SIA for the use of temporary pump and haul of wastewater until the C2 Sewer Lift Station is 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 4226 SIA are applicable to 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 4243.
- 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 4243 VILLAGE 23 UNIT 2

EXHIBIT B TRACT 4243 VILLAGE 23 UNIT 2 AREA

EXHIBIT C CITY INSURANCE REQUIREMENTS

	vision Improvement Agreen 4243 Village 23 Unit 2	ment (River Islands De	evelopmo	ent Area 3, LLC)	
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 17th day of March 2025, at Lathrop, California.					
ATTEST: TERESA VARGAS City Clerk of and for the City municipal corporation of Lathrop, State of California CITY OF LATHRO municipal corporation State of California		ipal corporation of the			
BY:			BY:		
	Teresa Vargas City Clerk	Date	2	Stephen J. Salvatore Date City Manager	
APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY					
BY:	Salvador Navarrete City Attorney	3.10.2025 Date			

Tract 4243 Village 23 Unit 2
SUBDIVIDER
River Islands Development Area 3, LLC, a Delaware limited liability company
BY: Susan Dell'Osso President

EXHIBIT "A"

FINAL MAP - TRACT 4243 VILLAGE 23 UNIT 2

OWNER'S STATEMENT

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. THE UNDERSORD DASS HERRY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD THE INTEREST IN THE LAND DELINATION. AND UNBROKED WITH HE EXTENDED SOUNDARY LING OF THE HERRY NAGIONED THE WITH PROPERTY THAT THAT AND A PRIVE TO MILLORE 25 WHIT 2", OTY OF LATHROP, CALIFORNIA, CONSISTING OF FOAR (4) SHEETS, AND "HE HERRY CONSISTING OF FOAR (4) COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA,

- A NAY-EQUISME EXSUANT TO THE CITY OF LATHEOR TOOCTHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR NO MAINTAIN THE SCOND WALLS UPON AND OVER THE STRIPS OF LAND AS STORM ON THIS TIMAL MAP DESIGNATED AS "ME." (MULL EXSUANT).

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

OMERI NITHOS TO SHENVING THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL REPARAN ROBRISS OF OTHER WATER INTERESTS TO MHOT HE SUBJECT LAND IS NATIOED THEEN ADDRESSANT OF AND AT THE SUBJECT LAND IS NATIONAL PREVIOUS AND AT THE SUBJECT THE SUBJECT THE SUBJECT LAND WHEN DOES NOT INTERNO BY THE RECORDATION OF THIS WAY TO SECRET THE BRADAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARDS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BOUNDARDS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BOUNDARDS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BOUNDARDS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BOUNDARDS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BOUNDARDS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BOUNDARDS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BOUNDARDS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BOUNDARDS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BURNESS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BURNESS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BURNESS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BURNESS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BURNESS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BURNESS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BURNESS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BURNESS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BURNESS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BURNESS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BURNESS OF THIS MAP OR THE SUBJECT LANDS WITHIN THE BURNESS OF THIS MAP OR THE SUBJECT TO THE SUBJECT LANDS WITHIN TH

OWNER: RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY

DATE

TS. NAME:

TRUSTEE'S STATEMENT

OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED SEPTEMBER 19, 2024, AS DOCUMENT NUMBER 2024-079835, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS . BY: NAME: 1TS: DAY OF 2025

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE YESTERS ONLY THE IDENTITY OF THE INDIVIDUAL MAYO SOXED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALDITY OF THAT DOCUMENT

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN }

ON A NOTARY PIEUIC, PERSONALLY APPEARD.

A NOTARY PIEUIC, PERSONALLY APPEARD,

ME ON THE BASIS OF SATISFACTIONY ENDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCIRRED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SATISFACIES) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

RIVER ISLANDS - PHASE 2 VILLAGE 23 UNIT 2 **RACT 4243**

A PORTION OF RANCHO EL PESCADERO, BEING SUBDINISON OF FOUR DESIGNATED REMAINDER PARCELS AS SHOWN ON TRACT 4220 (44 MAP 103), VILLAGE 25 FINAL MAP 1011Y OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA 롥

FEBRUARY 2025



CITY CLERK'S STATEMENT

L TERESA WARGAS CITY CLERK AND CLERK OF THE CITY COLUNCIL OF THE CITY OF LATHROP STATE OF CALFORNA, DO HERREY STATE THAT THE HERRON BADDOED WAR ENTITLED TRACE 1243, NIVER SLANDS-PHASE 2, VILLAGE 23 UNIT Z THAU LAP, CITY OF LATHROP, CALFORNIA, CONSISTING OF FOUR (4) SHETIS, THIS STATUBLEN WAS PRESSARED TO SAD CITY COLUNCIL, AS PROVIDED BY LAW, AT A METTING THE COLUNCIL NO.

HERRILPON BY RESOLUTION NO.

METHIC, APPROVE SUD MAP, AND AUTHORIZED TIS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE OEDDRATION OF ALL PUBLIC UTILITY EXECUTION, BE CHAUSE OF THE CITY OF LATHROP MUNICIPAL SUBJECT OF THE CITY OF LATHROP MUNICIPAL SUBJECT OF THE CITY OF LATHROP MUNICIPAL COLUMN.

ALSO, JURSUANT TO SECTION 6634(6) OF THE CALFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HERBEY MANADON THE NON-EXCLUSIVE PUBLIC THILTY EASIERY FULLE) FOR PUBLIC UNDERSONS DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, M BOCK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

ERESA VARGAS CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALFORNIA

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERTES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SOMED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE INDIVIDUAL WAY SOMED THE OWNERS, ACCURACY, OR VALURITY OF THAT DOCUMENT

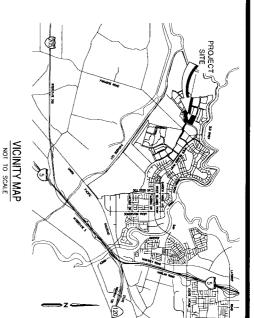
STATE OF CALIFORNIA (

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

WITNESS MY HAND

PRINCIPAL COL COMMISSION EXPIRES:

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



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21—4808.

DATED THIS. DAY OF 2025

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR

CITY ENGINEER'S STATEMENT

I, BRADE, MANCE, HERRY STATE THAT I, AM THE CITY ENGINEER OF THE CITY OF LATHORS CALIFERNIA AND THAT I HAVE EXAMINED THIS FIRM, HAM OF TREAT PACK, RICHE (1940)G-PHASE 2, A MURE 23, WILL 72, CITY OF LATHOR CALIFORNIA, AND THAT THE SIBINISSON SHOWN HERCON IS DISCINITIALLY THE CALIF ST IT APPRAID ON THE KENTING THATCHE MAP NO 6756, AND ANY APPOINTS HERCON I FURTHER 2.0° THE CALIFORNIA STATE THAT THIS THAN, HAD COMPAINS WITH ALL PROVISIONS OF CHAPTER 2.0° THE CALIFORNIA STATE SURPRISONNIA MAP AND APPLICABLE ORDINANCES OF THE CITY OF LATHORP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING ETHATING MAP.

DATED THIS_ DAY OF 2025.

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



RECORDER'S STATEMENT

FILED THIS æ OF MAPS AND PLATS, AT PAGE AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY

ASSISTANT/DEPUTY RECORDER

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

SHEET 읶 4

CITY SURVEYOR'S STATEMENT

I, DARRY, A. ALEMANDER HERBEY SIATE THAT I HAVE EXAMINED THIS FINAL HAVE OF "TRACT 4243, FINES ET SAME 2, VILLACE 23 UNIT 2" FINAL HAVE OFF OF LATHROP, CALEGRINA, AND I AM SATISFIED THAT THIS FINAL MAP IS EICHNICALLY CORRECT.

DARRYL A. ALEXANDER, P.L.S. 5071 ACTING CITY SURVEYOR	DATED THIS
LEXANDER, F	
LS. 5071	DAY OF
	2025



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNCUR MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONCRAMANCE MIT THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL GROBINANCE AT THE REQUIREMENTS OF THE SUBDIVISION OF THE MAP ACT AND LOCAL GROBINANCE AT THE REQUIREMENT OF THE MAP ACT AND THE MAP AND

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- TRACT 424,2 RYER ISLANDS PHASE 2, VILLAGE 23 UNIT 2 FINAL MAP, CONTAINS & RESIDENTAL LOTS WITH A TOTAL OF 0.762 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BILLOW):

LOTS 1 THROUGH 6	TRACT 4243 AREA SUMMAR
0.762 AC±	HAMMU

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 121402372-LIR (VERSION 1), DATED JANUARY 10, 2025, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

A PORTION OF RANCHO EL PESCADERO, BEING SUBDIVISON OF THE FOUR DESIGNATED REMAINDER PARCES AS SHOWN ON TRACT 4220 (14 MAP 103), VILLAES 25 FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALFORNIA

RIVER ISLANDS - PHASE 2 VILLAGE 23 UNIT 2

TRACT 4243

FEBRUARY 2025



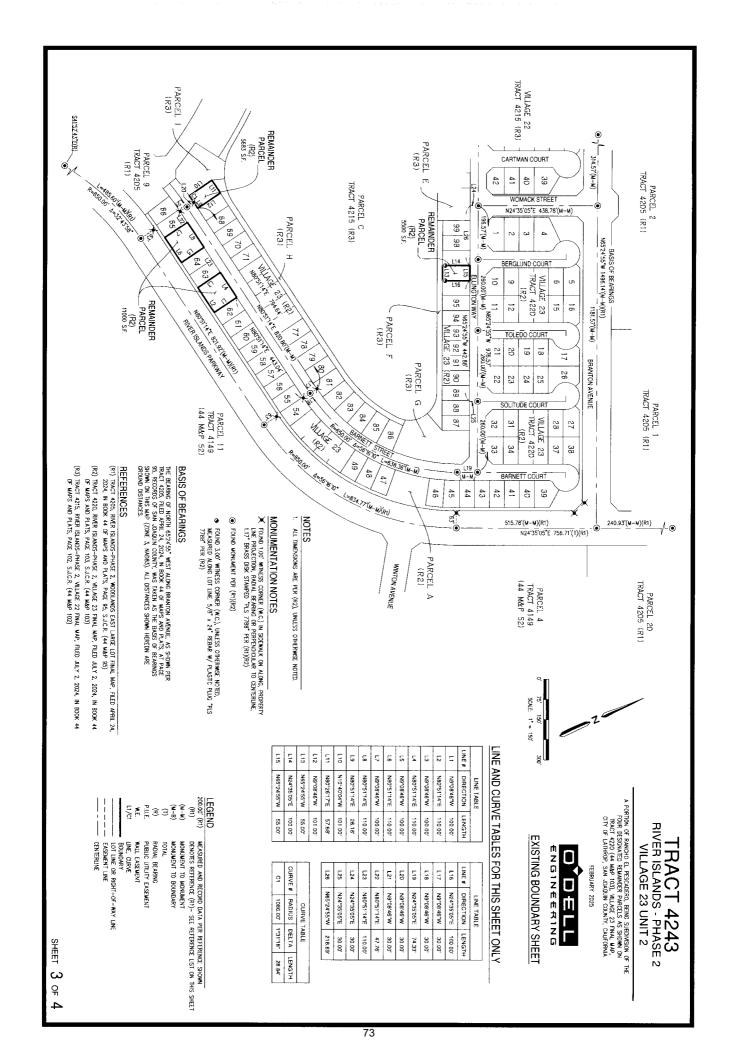
SIGNATURE OMISSIONS

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

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

EASEMENT ABANDONMENT NOTE

THE MON-EXCUSING PIBLIC UPILITY EXCEUSIN (PLIE.) FOR DIBLIC DIBEROSES DEDICATED PER TRACT 1205 FINAL MAP EXCONDED APRIL 21, 2021, IN BOOK 44 OF MAPS, AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAM JOAQUIN COUNTY, WITHIN PARCEL 50 FIRACT 1205 IS BENG ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE OTY CLERK'S STATEMENT ON SHEET 1.



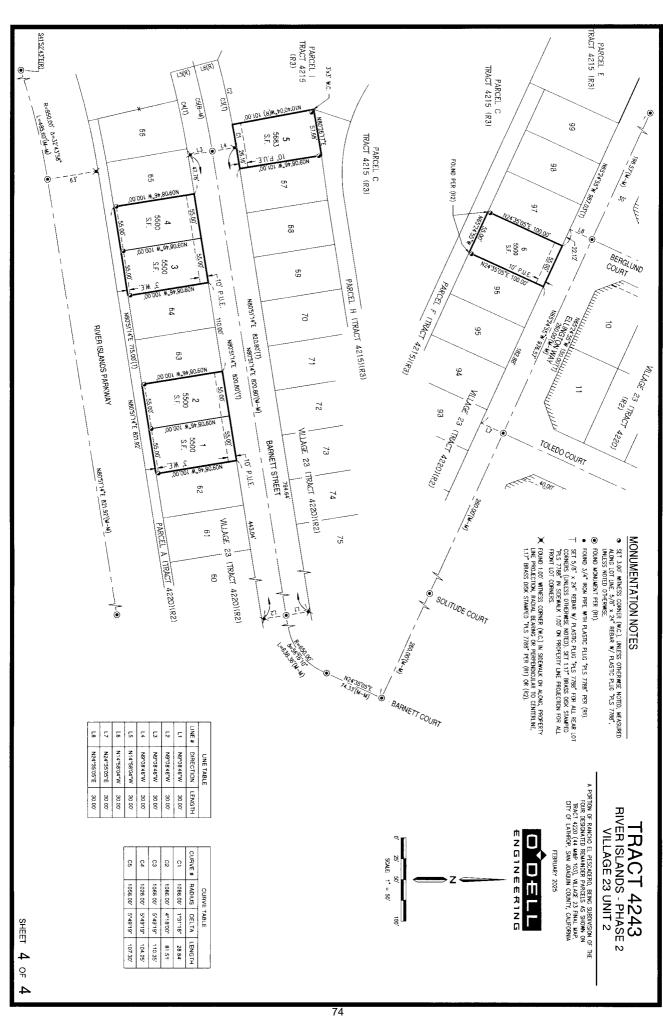


EXHIBIT "B"

TRACT 4243 VILLAGE 23 UNIT 2 AREA

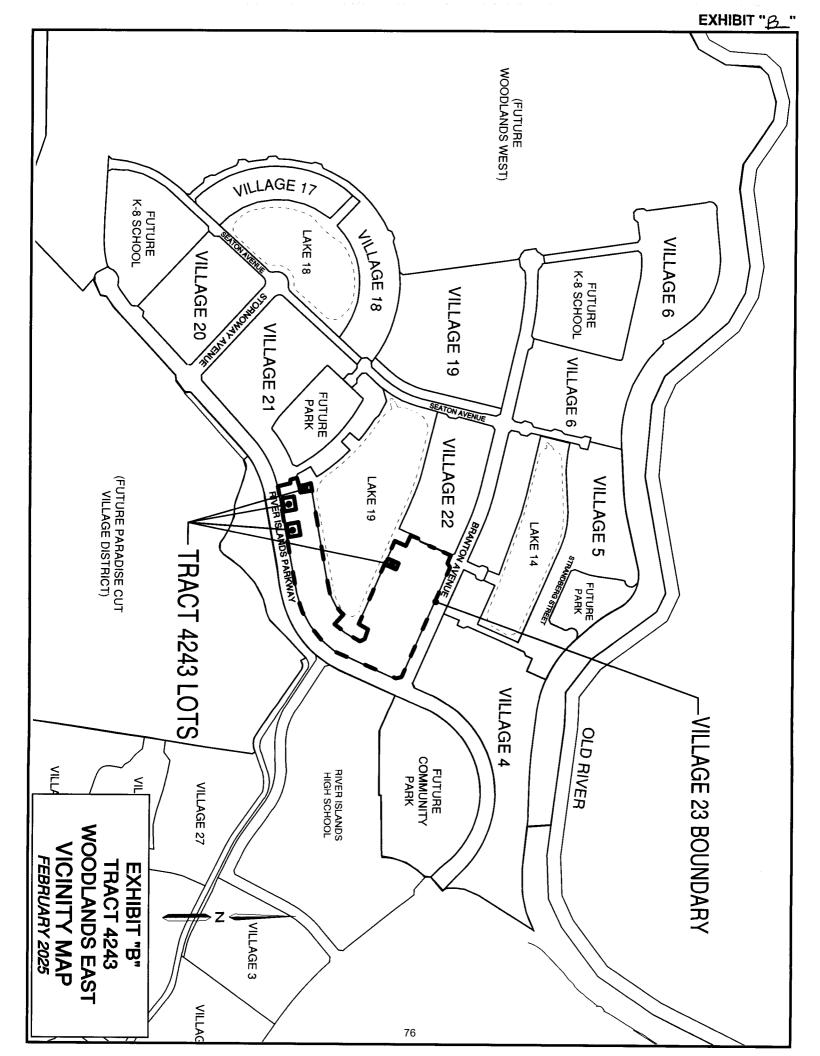


EXHIBIT "C"

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.



LENGLISH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/23/2025

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER License # 0C36861 PHONE (A/C, No, Ext): Los Angeles-Alliant Insurance Services, Inc. FAX (A/C, No): 333 S Hope St Ste 3700 E-MAIL ADDRESS: Los Angeles, CA 90071 NAIC # **INSURER(S) AFFORDING COVERAGE** INSURER A: United Specialty Insurance Company 12537 INSURED **INSURER B** River Islands Development Area 3, LLC INSURER C: 73 W. Stewart Rd. INSURER D : Lathrop, CA 95330 INSURER E INSURER F: **COVERAGES CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSR LTR TYPE OF INSURANCE POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) POLICY NUMBER LIMITS 2,000,000 Α COMMERCIAL GENERAL LIABILITY Х EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 50.000 CLAIMS-MADE X OCCUR 3/19/2024 3/19/2027 ATN2418343P X MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2.000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE PRO-JECT 2,000,000 POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS **BODILY INJURY (Per accident)** PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY HIRED AUTOS ONLY UMBRELLA LIAB EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTH-ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents. 30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium **CERTIFICATE HOLDER CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN City of Lathrop ACCORDANCE WITH THE POLICY PROVISIONS. 390 Towne Center Drive Lathrop, CA 95330 **AUTHORIZED REPRESENTATIVE**

POLICY NUMBER: ATN2418343P

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
 - 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- 2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - **b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

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

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

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

and

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

or

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

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

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

Policy: ATN2418343P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

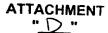
SCHEDULE Name and Address of Other Person/Organization

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

Number of Davs Notice

30

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



March 17, 2025

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 4243; Escrow No. 1214023712

Dear Lori:

This letter constitutes the joint escrow instructions ("Escrow Instructions") of River Islands Development Area 3, LLC, a Delaware limited liability company ("RIDA3") 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 RIDA3 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, 2025, at the time designated in writing by RIDA3, subject to satisfaction of the conditions set forth below (each a "Closing"). If the Final Map has not been recorded by December 31, 2025, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Document

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIDA3 for recordation in the Official Records of San Joaquin County, California ("Official Records").

B.1. One original Final Map for Tract 4243, executed and acknowledged by the City (provided to title by City).

The document listed in Items B.1 above is referred to as the "**Recordation Document**." The Recordation Document shall be recorded in the order referred to above. The date on which the Recordation Document is recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

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

• Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of \$2,875.79, 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 0.762 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. Closing Requirements

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

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

E. Closing Process and Priorities

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

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

E.4. Refund any funds delivered to you by RIDA3 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 3, 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>), Stephanie Rosillo-Silva (<u>srosillo@ci.lathrop.ca.us</u>), Monica Garcia (<u>mgarcia@ci.lathrop.ca.us</u>), Teresa Vargas (<u>tvargas@ci.lathrop.ca.us</u>), Sarah Pimentel (<u>spimentel@ci.lathrop.ca.us</u>), and Jose Molina (<u>JMolina@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 3, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:
 - (A) a certified copy of the Recordation Document, showing all recording information of the Recordation Document; and
 - (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

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

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA3 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 RIDA3 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:	<u> </u>
Its:	
Date:	<u></u>

OWNER'S STATEMENT

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. THE LIMBERSHED DOES HERRY STAIT THAT HEY ARE HE OWNERS OR HAY SOME RECORD THIS INTEREST IN THE LIAND DELINEATE AND ALBERADE MITTED. THAT HEY BE CHIEFED BOUNDAY? LINE OF THE ARRON LIABORDED THAT MAY BYTHISD. THAT 142A RIGHR ISLANDS — PHASE 2, MILIAGE 33 MINT 2, OIT OF LATHROPS, CALIFERINA, CONSISTING OF FURR (4) SHETS, AND WE HERREY CONSISTING TO FURR FOR FACILITY AND FILING OF THIS TINAL MAP IN THE OFFICE OF THE COUNTY SCIONDER OF SAN JOAGAIN COUNTY, CALIFORNIA,

- (LABRESTA LITTIC) CRIENCY 2. TOTAL STANDESC GAN THAN ISHIN NO MHONS SY ONN'T JO STEEME 29TH SOON OF YEAR STANDESC SHANDESC STANDESC SHANDESC SHANDESC STANDESC SHANDESC SHANDE
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TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS FINAL MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF

OMBRE NITINGS TO SUBDINGE THE LAMS SUBJECT TO THIS MAP WITH ANY AND ALL REPARAN RIGHTS OF OHE WITE NITINGS TO THE WAYS, WHETHER NITINGS TO WHICH IN SUBJECT LAMD IS NITINGS TO THERE MAP OF THE RIGHTS TO WHICH IN SUBJECT LAMD IS NITINGS TO THE RIGHTS SHALL BE REPARAN OFFER WHICH PREVAINING, PRESCRIPTING, ADARDICALING IS TAVIDINGS OF CONTRACTUAL OWNER DOES NOT WITHOU BY THE RECORDANTON OF THIS MAP TO STAFT THE REPARAN RIGHTS OF THE SUBJECT LAMS WHITHIN THE BOARDANES OF THIS MAP OF THE SUBPROVINCING PROPERTIES.

NAME: OWNER: RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY

RUSTEE'S STATEMENT

OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED SEPTEMBER 19, 2024, AS DOCUMENT NUMBER 2024-079836, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS DAY OF 2025.

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERHES ONLY THE DEWTITY OF THE INDIVIDUAL WHO SOURD FOR 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 BEFORE ME.

A NOTARY PUBLIC, PERSONALLY APPEARD,

WHO PROVIDE DO IT HE BASIS OF SANDSACTIONY EVOLUCIOE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSISHED TO ME ON THE BASIS OF SANDSACTIONY EVOLUCIOE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSISHED TO THE WITHIN MISTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXCUTED THE SARETUMENT THE PERSON(S).

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

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

MITNESS MY HAND:

RIVER ISLANDS - PHASE 2 VILLAGE 23 UNIT 2 **RACT 4243**

A PORTION OF RANCHO EL PESCADERO, BEING SUBDIVISON OF THE FOUR DESIGNATED REMAINDER PARCELS AS SHOWN ON TRACT 1220 (14 MAP 103), VILLAGE 32 FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

FEBRUARY 2025



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CITY CLERK'S STATEMENT

I TREES, VARGAS, OTY CLERK AND CLERK OF THE OTY COUNCIL OF THE OTY OF LATHROP, STATE OF CALFORNA, DO HERESY STATE THAT THE HEREN BASIODED MAP ENTITLED TRACT 423, NEW, THE SALMES-PHASE Z, MILAGE ZS MIT, Z'FINAL MAP, TOY OF LATHROP, CALFORNA, CONSSTING OF FOUR (4) SHETS, HIS STATEMENT WAS PRESSHIED TO SAD OTY COUNCIL, AS PROVIDED BY LAW, AT A METTING THEREOF, HED ON THE COUNCIL NO OF THE COUNCIL AS PROVIDED TO MET ALL THE COUNCIL AS PROVIDED TO MET ALL THE COUNCIL AS PROVIDED TO MET ALL THE COUNCIL AS PROVIDED TO A SAD THE COUNCIL AS PROVIDED TO SAD OTY COUNCIL DO DUTY PASSED AND ADOPED AT SAD METRIC APPROVED MAP, AND MAP COUNCIL AS PROVIDED TO THE COUNCIL AND MALE STREET TO THE APPROVIMENTS.

THE DEDOCATION OF COUNCIL AS PROVIDED TO THE COUNCIL AND MALE STREET TO THE APPROVIMENTS BORD COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL COUNCIL AND MALE STREET TO THE APPROVIMENTS.

ALSO, PURSUANT TO SECTION GRAIA(G) OF THE CALIFORNIA SIBDIVISION MAP ACT, THE CITY OF LATHROP DOES HERBY MANUON HE KINN-PICKLUSIK FUBLIC UTILITY EASTHERT (PLL) FOR PUBLIC UTILITY EASTHERT (PLL) FOR PUBLIC UTILITY EASTHERT (PLL) FOR PUBLIC UNIPOSES DEDICATED PER TRACT 4055 FINAL MAR RECORDED ARRIVE 26, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MITHIN THE BOUNDARY OF THIS FINAL MAP.

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VEHIELS ONLY THE DENTITY OF THE INDIVIDUAL MYO SINCED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

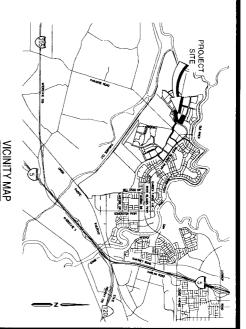
STATE OF CALIFORNIA (COUNTY OF SAN JOAQUIN)

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

MITNESS MY HAND:

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EXEMPT FROM FEE PER GOVERNMENT CODE 27388.; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSTION OF DOCUMENTARY TRANSFER TAX



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

NOT TO SCALE

DATED THIS_ THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21—4908. _ DAY OF 2025.

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

CITY ENGINEER'S STATEMENT

L BRADE, TAYLOR, HEERY STATE THAT I, AM THE DITY RIGHERER OF THE DITY OF LATHRONG AND THAT I HAVE EXAMINED THIS THAT, MAD OF TRACT PACES, ROVER 13 MINGS—PACES 2, VILLAGE 23 WINT 72, DITY OF LATHRONG CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT PREPARED ON THE CASTOLIC TRACTACL MAP NO 6765, AND ANY ARROPORTED ALTERATIONS THEREOF, EVENT THAT THIS THAT, MAY COMPILIS WITH ALL REPORTSONS OF CHAPTER 2 OF THE CALIFORNIA STATE THAT THIS THAT, MAY COMPILISE AND MAY MORNANCES OF THE CITY OF LATHRON, AND ANY AMENDMENTS THEREOF, APPLICABLE OF METHOD OF THE CITY OF LATHRON, AND ANY AMENDMENTS THEREOF, APPLICABLE OF THE DITY OF APPROVAL OF VESTIONS THAT THE MAP.

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DATED THIS_

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



RECORDER'S STATEMENT

## 	FILED THIS	1000
ı	FILED THIS DAY OF MAPS AND PLATS, AT PAGE 2025, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY IN BOOK.	ובסטו וסבונס טואו ביווביזיו
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SHEET 유 Δ STEVE BESTOLARIDES
ASSESSOR—RECORDER—COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

ASSISTANT/DEPUTY RECORDER

CITY SURVEYOR'S STATEMENT

OBERT, A. MECANDER HERBY STATE THAT I HAVE EXAMINED THIS SINAL MAP OF "TRACT 4243,
PRES BLANDS — THAKE 2, PULLAGE 2, UNIT 2" FINAL MAP, DITY OF LATHROP, CALIFORMA, AND I
AM SATISFED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

A PORTION OF RANCHO EL PESCADERO, BENN SUBDINSDIO OF THE FOUR DESIGNATED RELIANDER PARCELS AS SHOWN ON TRACT 4220 (44 Map 103), MLLAGE 25 FINAL, MAP, OTY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

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RIVER ISLANDS - PHASE 2 VILLAGE 23 UNIT 2

TACT 4243

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RRYL A. ALEXANDER, P.L.S. 5071 TING CITY SURVEYOR	DAY OF
	2025.

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SURVEYOR'S STATEMENT

HIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS EASED UPON A FEED SURVEY IN CONCOMUNION IN THE REQUIREMENTS OF THE SUBMINISTION MAP ACT AND LOCAL GROWANCE OF THE FEED SURVEY IN CONCOMUNION AND IS EASED TO CAURIA, CLIC, ON DECEMBER 15, 2004, HERBEY SIRE ALL THE MANUAL THAT AND ACCOUNTY THE COSTOON HER CHANGE, AND THAT THE STATE AND ACCOUNTY THE COSTOON HAT THE CAURILY THE CONTINUATION HAT THE STATE AND THAT THE STATE AND ACCOUNTY THE CONTINUATION AND THAT THE STATE AND THE CONTINUATION AND THAT THE STATE AND THE STATE AND THE CONTINUATION AN DATED THIS

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DYLAN CRAWFORD, P.L.S. NO 7788

DAY OF

- THE DISCUSSION OF PROPERTY COMMUNICIES THE 15, CHAPTER 15, 48-A1, THE CITY OF LATHROP PERMITS OPERATION OF PROPERTY COMMUNICIES AND THE LATHROP WHITE THE COMMUNICIES AND THE LATHROP WHITE CHAPTER COMMUNICIES AND THE LATHROP WHITE CHAPTER - BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023712-LR (NERSION 1), DATED JAMUARY 10, 2025, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

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TRACT 4243 AREA SUMMARY

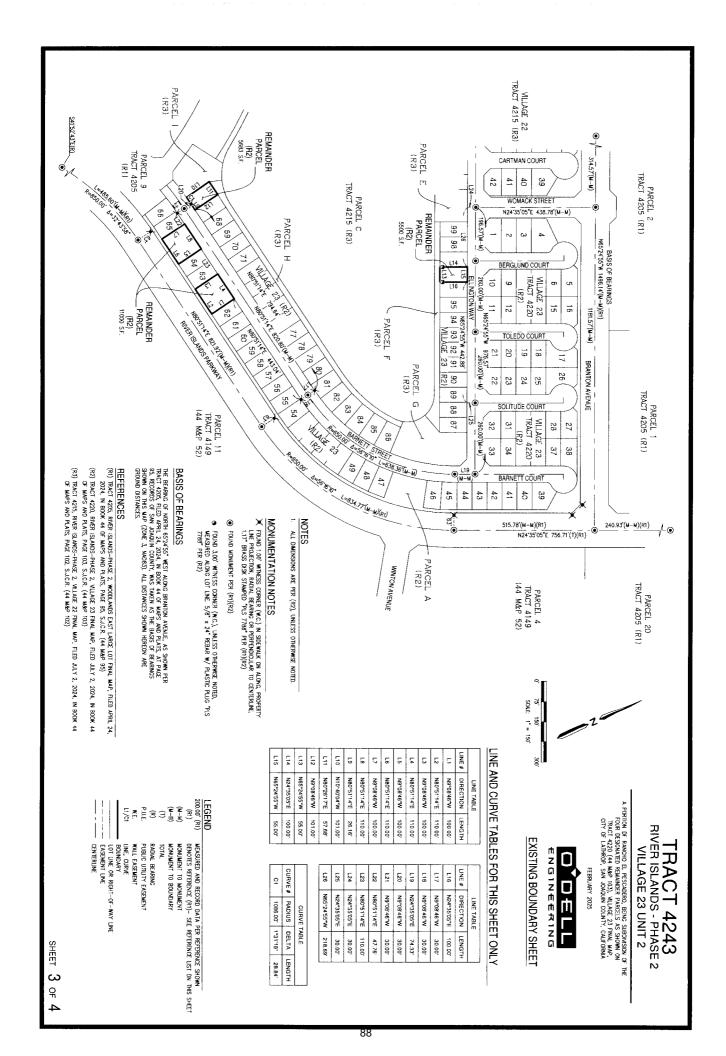
SIGNATURE OMISSIONS

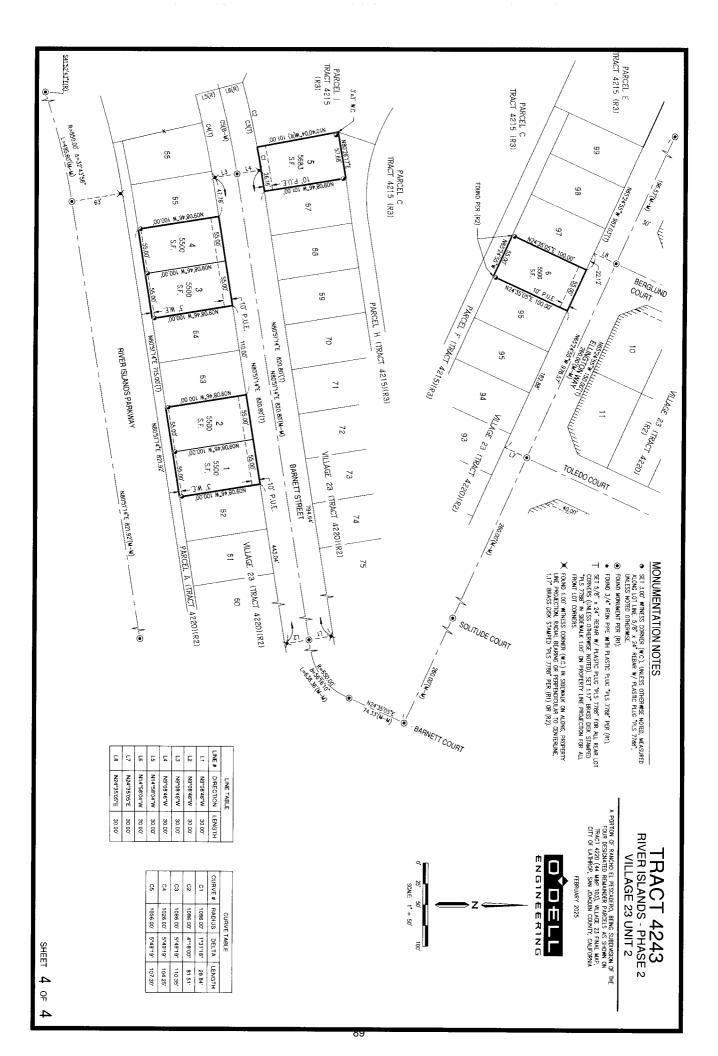
pursuant to section 86436 of the california subdivision map act, the signatures of the following parties have been omitted:

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

EASEMENT ABANDONMENT NOTE

THE NON-EXCLUSIVE PUBLIC UTILITY EASTMENT (PLIE.) FOR PUBLIC PURPOSES DEDICATED PER IPROF. 4205 FINAL MAP RECORDED APRIL 24, 2024, N BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAM JOAQUIN COMPTY, MIRTIN PARCEL SO F RINCH 2026 IS BEING ABANDOWED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.





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CITY MANAGER'S REPORT MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING

ITEM: APPROVE FINAL MAP AND SUBDIVISION

IMPROVEMENT AGREEMENT FOR 52 LOTS IN TRACT 4246 UNIT 3 WITHIN WEST VILLAGE DISTRICT OF

RIVER ISLANDS

RECOMMENDATION: Adopt Resolution to Approve Final Map for Tract

4246 Unit 3 within the West Village District, Totaling 52 Single Family Lots and a Subdivision Improvement Agreement with River Islands

Development Area 1, LLC

SUMMARY:

The proposed Final Map for Tract 4246 Unit 3 (Tract 4246), included as Attachment "E", is within the West Village District of Phase 2 for the River Islands Project. Tract 4246 will be the third and final tract map within the West Village area. River Islands Development Area 1, LLC (River Islands) is proposing fifty-two (52) residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends City Council approve the proposed Final Map for Tract 4246, to be recorded pursuant to the terms of the Escrow Instructions, included as Attachment "D", 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 Tract 4149 West Village Large Lot Final Map (LLFM) to create 34 undevelopable parcels. On December 20, 2023, the City of Lathrop Planning Commission approved the West Village Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards. On September 11, 2023, City Council approved Final Map (FM) Tract 4155, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a SIA with River Islands Development Area 1, LLC (River Islands). On August 12, 2024, City Council approved FM Tract 4221, CFD 2023-1 Annexation, and a SIA with River Islands. The land for the proposed Final Map for Tract 4246 is within the geographic boundaries of VTM 6716, LLFM 4149, FM 4155, FM 4221, and the West Village 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.

CITY MANAGER'S REPORT PAGE 2 MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 52 LOTS IN TRACT 4246 UNIT 3 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

Construction of the public improvements associated with Tract 4246 are complete. Performance and labor & materials securities have been provided with the SIA for Tract 4155 that guarantees the unfinished improvements for West Village as detailed in Table 1.

Table 1 - Bond Values

Unfinished Improvement Total:	\$63,300
Performance Security (110% of Unfinished Improvement	s) \$69,630
Bond No. 0799691	
Labor & Materials Security (50% of Performance Security	() \$34,815
Bond No. 0799691	

The conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in the Tract 4155 SIA approved by City Council on September 11, 2023, and are applicable to this Tract 4246.

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

Tract 4246 was annexed into the City of Lathrop CFD No. 2023-1 for maintenance purposes in 2024 as well as CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA).

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

REASON FOR RECOMMENDATION:

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

Do	cuments	Status	
1.	Final Map ready for signature	Completed	
2.	Subdivision Improvement Agreement	Completed	
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Provided 4155	with
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Provided 4155	with
5.	Street Improvement, Landscape, Light & Joint Trench	Completed	
6.	Geotechnical Report	Completed	

CITY MANAGER'S REPORT MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR **52 LOTS IN TRACT 4246 UNIT 3 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**

Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
Allocation of Water and Sewer capacity	Completed
Recommendation for approval from Stewart Tract Design Review Committee	Completed
Submitted Certificate of Insurance, Tax Letter	Completed
Submitted Preliminary Guarantee of Title	Completed
Escrow Instructions	Completed
Tract 4246 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Annexed in 2024
S	Status
Final Map plan check fee	Paid
Improvement Plans - Plan check and inspection fees	Paid
Sierra Club Settlement fee	To be paid in escrow
	(Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements) Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance Allocation of Water and Sewer capacity Recommendation for approval from Stewart Tract Design Review Committee Submitted Certificate of Insurance, Tax Letter Submitted Preliminary Guarantee of Title Escrow Instructions Tract 4246 – City of Lathrop Community Facilities District No. 2023-1 Annexation Final Map plan check fee Improvement Plans - Plan check and inspection fees

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:

- Α. Resolution to Approve Final Map for Tract 4246 Unit 3 within the West Village District, Totaling 52 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC
- Vicinity Map Tract 4246 Unit 3 В.
- Subdivision Improvement Agreement between the City of Lathrop and River C. Islands Development Area 1, LLC, a Delaware limited liability company, for Tract 4246 Unit 3
- D. Escrow Instructions for Final Map Tract 4246 Unit 3
- E. Final Map - Tract 4246 Unit 3

CITY MANAGER'S REPORT MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 52 LOTS IN TRACT 4246 UNIT 3 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

APPROVALS

City Manager

Veronica Albarran Junior Engineer	<u> </u>
Brad/Taylor City/Engineer	3/6/2025 Date
Thomas Hedegard Deputy City Manager	3/10/2015 Date
Michael King Assistant City Manager Salvador Navarrete City Attorney	3. 6. 2025 Date Date
Stephen Salvatore	3·!3·zs Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE FINAL MAP FOR TRACT 4246 UNIT 3 WITHIN THE WEST VILLAGE DISTRICT, TOTALING 52 SINGLE FAMILY LOTS 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 a Large Lot Final Map (LLFM) Tract 4149 to create 34 undevelopable parcels; and

WHEREAS, on December 20, 2023, Planning Commission approved the West Village Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards; and

WHEREAS, on September 11, 2023, City Council approved Final Map (FM) Tract 4155, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a Subdivision Improvement Agreement (SIA) with River Islands Development Area 1, LLC (River Islands); and

WHEREAS, on August 12, 2024, City Council approved FM Tract 4221, CFD 2023-1 Annexation, and a SIA with River Islands; and

WHEREAS, the land for the proposed Final Map for Tract 4246 Unit 3 (Tract 4246) is within the geographic boundaries of VTM 6716, LLFM Tract 4205, FM Tract 4155, FM Tract 4221, and the West Village Neighborhood; and

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

WHEREAS, River Islands provided performance and labor & material securities with the SIA for Tract 4155 that guarantees the unfinished improvements for West Village in the amount as follows:

Unfinished Improvement Total:	\$63,300
Performance Security (110% of Unfinished Improvements)	\$69,630
Bond No. 0799691	
Labor & Materials Security (50% of Performance Security)	\$34,815
Bond No. 0799691	

; and

WHEREAS, the conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in Tract 4155 SIA approved by City Council on September 11, 2023, and

are applicable to this Tract 4246; 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 4246 was annexed into the CFD 2023-1 for maintenance purposes with the approval of FM Tract 4221 in 2024; and

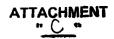
WHEREAS, River Islands Development Area 1, LLC must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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

- 1. The Final Map for Tract 4246 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the March 17, 2025 staff report once the terms and conditions of the Escrow Instructions, included as Attachment "D" to the City Manager's Report, are met.
- 2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development Area 1, LLC in substantially the form as attached to the March 17, 2025 staff report.

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Paul Akinjo, Mayor
ATTEST:	APPROVED AS TO FORM:
Teresa Vargas	Salvador Navarrete
City Clerk	City Attorney

PASSED AND ADOPTED by the City Council of the City of Lathrop this 17^{th} day of March 2025 by the following vote:



SUBDIVISION IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS DEVELOPMENT AREA 1, LLC, DELAWARE LIMITED LIABILITY COMPANY FOR TRACT 4246 UNIT 3 52 RESIDENTIAL LOTS

RECITALS

- A. This Agreement is made and entered into this 17th day of March 2025, 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 "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 4246 Unit 3 (Tract 4246). However, SUBDIVIDER has completed all of the public infrastructure improvements associated with Tract 4246 located within the West Village District of River Islands Phase 2, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided with the Subdivision Improvement Agreement for Tract 4155 West Village Unit 1 (Tract 4155 SIA) that guarantees the unfinished improvements for West Village, which includes Tract 4246, and therefore no additional security is needed for Tract 4246.
- C. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods). The Offsite Improvements are needed to provide public access, emergency vehicle access, and wastewater discharge for the Neighborhoods as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Tract 4155 SIA as detailed in Table 1 of the Tract 4155 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4172, Tract 4173, Tract 4189, Tract 4221, and this Agreement.
- D. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the Callerton Lift Station, which is guaranteed with the Tract 4155 SIA, is incomplete and 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 Tract 4155 SIA for the use of

temporary pump and haul of wastewater until the Callerton Avenue Lift Station is 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, Tract 4189, Tract 4221, and this Agreement.

E. SUBDIVIDER has completed the joint trench improvements for Tract 4246 and as noted in Recital B. Improvement plans, and street light plans have already been approved by the City.

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

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

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

- 2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4246, or March 17, 2026, whichever comes first.
- 3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
- 4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
- 5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.
- 6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or

labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond equal to 10% of the estimated cost of the Improvements for the West Village Unit 3 entire area to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.

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

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

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

- 8. Because the Improvements are complete, the SUBDIVIDER is not required to post additional Performance or Labor & Materials bonds to guarantee the improvements associated with Tract 4246. Performance and Labor & Material securities have been provided with the Subdivision Improvement Agreement for Tract 4155 West Village Unit 1 (Tract 4155 SIA) that guarantees the unfinished improvements for West Village, which includes Tract 4246. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.
- 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 Tract 4155 SIA as detailed in Table 1 of the Tract 4155 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4172, Tract 4173, Tract 4189, Tract 4221, and this Agreement.

- 10. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the Callerton Lift Station, which is guaranteed with the Tract 4155 SIA, is incomplete and 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 Tract 4155 SIA for the use of temporary pump and haul of wastewater until the Callerton Avenue Lift Station is 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, Tract 4189, Tract 4221, 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 4246.
- 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 4246 UNIT 3

EXHIBIT B TRACT 4246 UNIT 3 AREA

EXHIBIT C CITY INSURANCE REQUIREMENTS

EXHIBIT D WEST VILLAGE UNIT 3 FULL IMPROVEMENTS COST ESTIMATE

	rision Improvement Agreer 246 Unit 3	ment (River Islands De	evelopmo	ent Area 1, LLC)			
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 17th day of March 2025, 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		ipal corporation of the					
BY:			BY:				
	Teresa Vargas City Clerk	Date		Stephen J. Salvatore City Manager	Date		
APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY							
BY:	Salvador Navarrete City Attorney	3-6.2025 Date					

Subdivision Tract 4246	on Improvement Agreement (River Islands Development Area 1, LLC) 5 Unit 3
SUBDIV	IDER
	ands Development Area 1, LLC, re limited liability company
	usan Dell'Osso resident

EXHIBIT "A"

FINAL MAP - TRACT 4246 UNIT 3

OWNER'S STATEMENT

THE LUBERSMED DOES HERRY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD THE INTEREST WITHE LAND DELIVEATED AND DERROED WHITM THE EXTERNED REJUNDAN'S LINE OF THE HERRIE LUBEROED FRAIL WAP ENTILED. TRACE 14246 RIMER ISLANDS-PHASE 2, MEST MALIASE UNIT 3°, CHT OF LATHROP, CALIFORNIA, COASSINT OF SIX (6) SHETS, AND WE HERRIE COASSINT TO THE PREPARATION AND FILING OF THIS FRAIL WAP IN THE OFFICE OF THE COUNTY RECOVERED OF SAM DUALUN COUNTY, CALIFORNIA.

TO ENSINE WUNCPAL WATER SERWICS TO ALL LOTS SHOW UPON THIS WAP, ALL GROUND WATER RIGHTS THAT THE WOODERSDAND WAY HAVE WITHIN THE DISTINCTINE BRODER UPON THIS WAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

OWER NURSOS, TO SUBDINIES THE LAND SURFECT TO THIS JAPP MIT HAITY AND ALL PERMANN REGITS OR DIVERS WATER INTERESTS TO WHICH THE SURFECT LAND IS ENTITLED THE THERE MAY DREAT HAIT OF THE LANDS, WHETHER SULDI WHERE RIGHTS SHALL BE REPARAN, OPERATING LITTLE REPOLATING PERSONNEL ADJUNCATED, STATUTORY OR COMPRACTUAL OWNER DOES. DIVERS THE RECORDATION OF THIS LAPP OF SURFECT REPARAN RIGHTS OF THIS LAPP OF THIS LAPP OF THE SURFECT LANDS WITHIN THE BOUNDARDES OF THIS LAPP OR THE SURFECTIVENOR PROPERTIES.

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

DATE

TRUSTEE'S STATEMENT

OLD REPUBLIC THE COMPANY, A CAUTORNA CORPORATION, AS TRUSTEE LINGER THE DEED OF TRUST RECORDED SEPTEMBER 19, 2024, AS DOCUMENT HUMBER 2024—078838, OFFICIAL RECORDS OF SAN JOACHIN COUNTY.

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ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY DUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERDIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SOMED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE IRUTHPULNESS, ACCURACY, OR VAUDITY OF THAT DOCUMENT

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

ON — WIO PRESONALLY APPEARD)

ON HE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED

TO HE ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED

TO THE WHININ INSTRUMENT, AND ACKNOMEDICED TO ME THAT HE/SHE/THERE SIGNATORISE) ON THE SATIRUMENT

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

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

MINESS MY HAND: RINCIPAL COUNTY OF BUSINESS:

NAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:

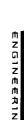
EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSTION OF DOCUMENTARY TRANSFER TAX

WITNESS MY HAND:

RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 3 **RACT 4246**

A PORTION OF RANCHO EL PESCADERD, BEING A
SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4221 (44 M&P 132),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



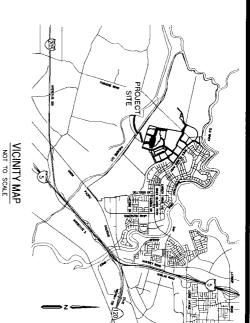


CITY CLERK'S STATEMENT

I. IEBESA MAGAS, OTY GLERK AND GLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CAUTOWAL, ON HEREBY STATE THE THE REPORT BENDERING THACT \$246, RIVER SLAVIUS - PHASE 2, WEST WILLAKE UNIT S, CITY OF LATHROP, CAUTOWAL, CONSSTRING OF SM, (5) SHEETS, THIS STATEMENT WAS RECESSION OF SM, OD CITY COUNCIL, AS PROVIED BY LAW, AT MELTING THEREOF, HELD ON THE LAY OF LOOK OF THE COUNCIL AS PROVIED BY LAW, AT MELTING THEORY, HELD ON THE LAY OF LOOK OF THE COUNCIL AS PROVINCE BY LAW, AT MELTING THEORY, HELD ON THE LAY OF LATHROPS FOR PROVINCIAN OF THE COUNCIL AND ALTHROPS FOR PUBLIC USE, THE COUNCIL ATTROPHY OF THE COUNCIL ATTR

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

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



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

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

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP TSINL CIELVO 2025

DAY OF

CITY ENGINEER'S STATEMENT

L, BRADE, MADOR, HEERY STATE THAT I AM THE CITY ENUMERS OF THE CITY OF LATHOGO, CLUTGOMA AND THAT I TAME EXAMINED THIS THAT LAW OF "THAT I TAME, RORRE BLADDN-PHASE Z, ARTY MULLEC UNITY OF LATHOGO, CLUTGOMA, AND THAT THE SUBBIONSOM SHOWN HEERON IS SIRSTANTIALLY THE SAME AS IT I APPRAISED ON THE EXSINCE TRIANTIAL WAS THE CITY, AND NAY APPROVED ALTERNOONS THERROR. IT INCOMES THAT THIS FAML AND COMPILES WITH JALL PROMISIONS OF OUNTIES 2 OF THE CAUCHORNA STATE SIRROWSON HEAD ACT AND ANY AMERICAGE OF THE CITY OF LATHOGO, AND ANY AMERICAGENT PROPERTY. APPLICABLE AT THE TIME OF APPROVAL OF CESTING TRIVIATING MAP.

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DATED

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

STATE OF CAUFORNIA COUNTY OF SAN JOAQUIN

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY DIBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERFES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SONED THE DOQUEMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALDITY OF THAT TOCKHEMY

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



IN BOOK ₽B: \$ OF MAPS AND PLATS, AT PAGE 2025, AT _____M.
AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

SHEET 읶

RECORDER'S STATEMENT

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

တ

CITY SURVEYOR'S STATEMENT

I, JARRY A, ALEXANDER, HERERY STATE HAT I HAVE EXAMINED THIS FINAL MAP OF "TRACTI 4246, RINER ISLAMOS.—PHANE Z, AREST MALLAGE, HUY Z, COTY OF LATHROP, CALIFORNIA, AND HAIT, THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROMISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENUED, AND THAT THIS FINAL MAP IS TECHNOLALY CORRECT.

DATED THIS
롨
DAY OF
윾
2025.



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

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED DRON A FILLD SURVEY IN CONFORMANCE MIN THE REQUIREMENTS OF THE SUBDIMISION AND ACT AND LOCAL PROMANCE AT THE REQUIREMENTS OF THE SUBDIMISION AND ACT AND LOCAL PROMANCE AT THE REQUIREMENT ARE DOST THE CHARACTER CAND OCCUPY THE POSTTONIAN INDICATED ORTHOR THE CHARACTER AND OCCUPY THE POSTTONIAN INDICATED ORTHOR THE CHARACTER AND THAT THEY WILL BE SET IN HOCK POSTRONS BEFORE EXPORTED FAND THAT THEY WILL BE, SUFFICIENT TO EMBLE THIS SURVEY TO BE RETRACTED, AND THAT THIS FINAL MAP SUBSTANTIALLY COMPORAS TO THE CONDITIONALLY APPROVED KETMAC TENTATIES. SURVEYOR'S STATEMENT

₹	DATED THIS
DYLAN CRAWFORD, P.L.S. NO 7788	롫
88. P	
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0 778	_ DAY OF
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	1
	2025.



- I. RIGHT TO FARM STATEMENT.

 RIGHT TO FARM STATEMENT.

 PER CITY OF LAHROP MINIODPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LAHROP PER CITY OF LAHROP MINIODPAL CODE OF ORDINATORS. TO MAIN THE CITY DIMTS, INCLUDING THE PROPERTY TO THE PROPERTY CONDUCTED AGRICULTURAL OPERATIONS. TO MAIN THE PROPERTY TO ARE PREPARATION OF PROPERTY CONDUCTED FACILITY AND PROPERTY OF DESCRIPTORS. TO MAIN THE PROPERTY OF AGRICULTURAL CONTINUAL LANDS AND OPERATIONS. TO MAY BE SUBJECT TO INCONVENIENCE OF DESCRIPTOR, PRIMING, HARVESTING, BURNING OF AGRICULTURAL CHEWARD, POWING, SPRAYING, REGISTATOR, PROMERS, RECOLUTIVE, MAY BE COLUCTED AND PESTICIDES, AND FRANCES, REGISTATOR, AND PESTICIDES, AND FRANCES, TO MAIN THE PROPERTY NAY BE COUNTED, WHOSE LOCATED AND FRANCES AND PRIMING, STATEMENT OF AGRICULTURAL AND PRIST BE AWARE ALSO, THAT THIS PROPERTY NAY BE COUNTED, WHOSE TO AGRICULTURAL WAS TO PRIST BE AWARE ALSO, THAT THIS PROPERTY. WAY BE CONTED AT THE COUNTED AND THE CONTROL ON SCIENTING. WHICH CONTROL THE OPERATION OF THE COTTY AND THE PROPERTY OF THE ADDITIONAL PROPERTY OF THE ADDITIONAL PROPERTY OF THE COTTY AND THE COTTY OF THE PROPAGED OF THE STATEMENT OF THE PROPERTY OF THE ADDITIONAL PROP
-)T 4246, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 3, CONTAINS 52 RESIDENTIAL LOTS WITH A TOTAL 1731 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE

TOTAL	LOTS 156 THROUGH 207	TRACT 4246 AREA SUMMARY
7.731 AC±	7.731 AC±	UMMARY

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023661-LR, (VERSION 2) DATED JANUARY 2, 2025, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 3 TRACT 4246

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4221 (44 M&P 132), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JANUARY 2025



- REFERENCES
 (R) TRACT 4143, RIVER ISLANDS-PHASE 2, WEST VILLAGE LARGE LOT FINAL MAP, FILEO DEGEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (44 MAP 52)
- (R2) TRACT 4155, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 1 FINAL MAP, FILED MARCH 29, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 87, SLICIR. (44 M&P 87)
- (R3) PARCEL MAP 23-02-PM, RIVER ISLANDS-PHASE 2, FILED DECEMBER 5, 2023, IN BOOK 27 OF MAPS AND PLATS, PAGE 81, S.LC.R. (27 M&P 81)
- (R4) TRACT 4221, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 2 FINAL MAP, FILED OCTOBER 30, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 132, S.J.C.R. (44 M&P 132)

SIGNATURE OMISSIONS
PIRSUANT TO SECTION 88436 OF THE CALFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, CAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01048177, S.J.C.R.

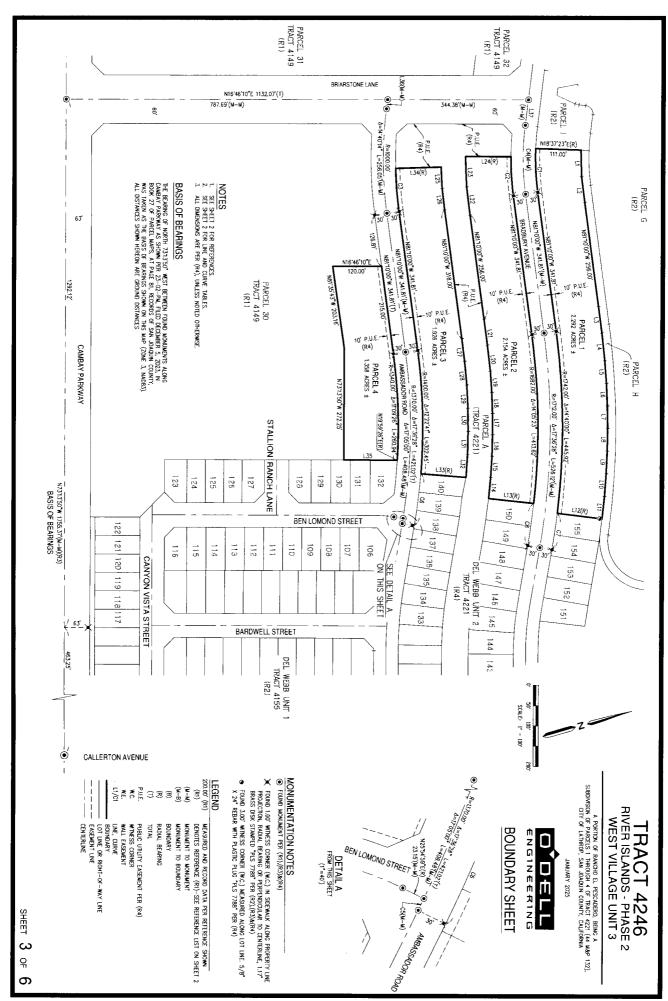
LINE AND CURVE TABLES FOR SHEET 3 ONLY

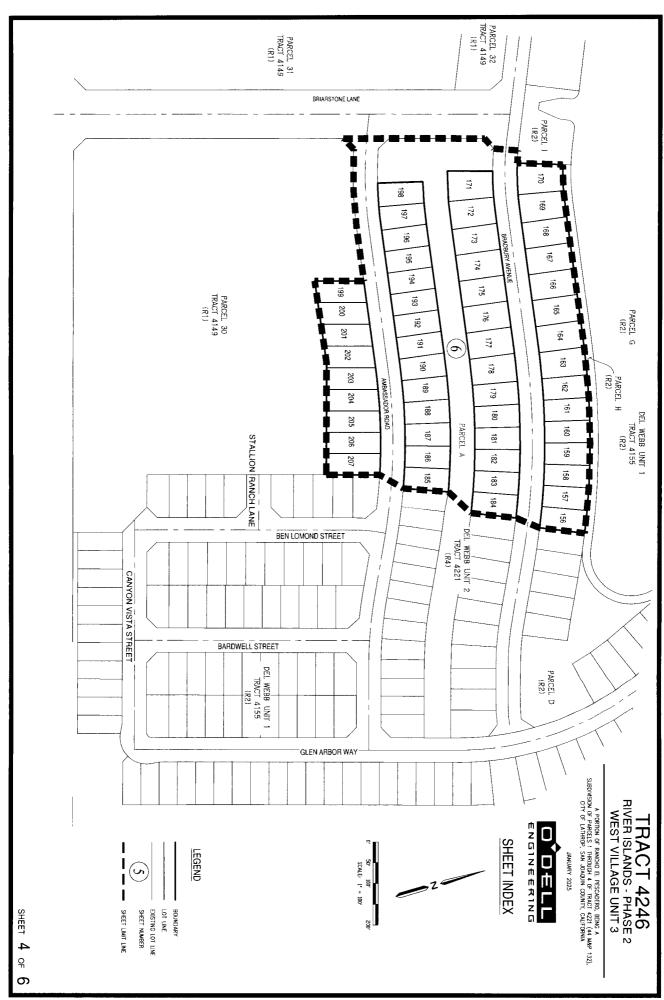
_		LINE TABLE			LINE TABLE			LINE TABLE	'n	
-	ž	DIRECTION	LENGTH	LINE	DIRECTION	HLONST	LINE	DIRECTION	LENGTH	-
	=	N74'55'32"W	64.00	116	M,60,64.12N	52.01	당	N71 58 54 W	56.13	
	12	N80'39'21"W	64.00	L17	N73'42'57"W	52.01	L32	N69'51'11"W	56.13	
	ᅜ	N81'04'51"W	65.14	L18	N75'36'46"W	52.01	L33	N2112'41"E	111.00'	- 1
	7	N79'31'31"W	68.08	119	N77'30'34"W	52.00'	댳	N15'05'29"E	111.00	
	5	N77'37'03"W	55.31	L20	M.02,22.62N	64.00′	L35	N16'46'10"E	130.85	•
	6	N75'54'26"W	55.31	1,21	M_21,80,18N	64,00'	136	N66.29,47.W	23.21	
-	۲7	N74"11"49"W	55.31	L22	N80'27'15"W	69.15	L37	N66'29'47"W	63.59	
	8	N72'29'11"W	55.31	L23	N75'50'32"W	74.33				
	ا0	N70'46'34"W	55.31	L2 4	N16'49'25"E	111.00'		CURVE	CURVE TABLE	
_	5	N69'03'57"W	55.31	L25	N76'38'36"W	52.00	CURVE	RADIUS	DEL.TA	LENGTH
	Ξ	N67'21'19"W	55.31	L26	NB0°02'44*W	52.00'	3	628.00	9'47'23"	107.30
	L12	N23'30'00"E	111.00	L27	NB0'33'22"W	56.13	ន	688.00	759'25"	95.95'
	53	N22'55'23"E	111.00'	L28	N78'28'11"W	57.21	ខ	970.00	615'29"	105.95
7							2	250.00		

			130	L29	L28	L27	L26	L25	124
			N74'07'51"W	N7618'01"W	N78'28'11"W	N80'33'22"₩	N80'02'44"W	N76'38'36"W	N16'49'25"E
			57.21	57.21	57.21	56.13	52.00'	52.00'	111.00'
CB	c7	8	G	Ç	ឧ	ន	3	CURVE	
1682.00	1742.00	1400.00	1370.00	658.00	970.00	688.00	628.00	RADIUS	QURV
3'31'05"	2'56'28"	513'47	0'31'29"	14'40'14"	615'29"	7'59'25"	9.47.23	DELTA	CURVE TABLE
103.28	89.42	127.79	12.54	168.48	105.95	95.95	107.30	LENGTH	

L15 N69'55'20"W 52.01" L13 N22'55'23"E 111.00' N68'01'32"W

52.01





C20	C19	C18	C17	C16	CI5	014	CI3	C12	CH	ପ୍ର	ß	8	9	8	ន	C4	ឧ	ន	Ω	CURVE	
1742.00	1682.00	1682.00	1682.00	1682.00	1682.00	1682.00	1682.00	1682.00	1400.00	1400.00	1400.00	1400.00	1400.00	1400.00	1340.00	1340.00	1340.00	1340.00	1340.00	RADIUS	OURVE
0.35'20	072'29*	2'70'03"	1.53'48"	1'53'49"	1'53'49"	1.53'49"	1.53'49"	1.53'49"	2'07'43"	2'07'43"	2'10'10"	270'10"	2'10'10"	1'36'44"	275'09"	213'50"	273'31"	273'25"	273'30"	DELTA	TABLE
17.90	11.00	68.53	55.68	55.68	55.68	55.68	55.68	55.68	52.01	52.01	53.01	53.01	53.01	39.39	52.68	52.17	52.05	52.00	52.04	LENGTH	
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		CURVE	TABLE	
LENGTH	CURVE	RADIUS	DELTA	LENGTH
52.04	021	1742.00	2'06'18"	64.00
52.00	C22	1742.00	1'42'37"	52.00'
52.05	C23	1742.00	1.42'37"	52.00'
52.17	C24	1742.00	1.42,37	52.00'
52.68	C25	1742.00	1.42,37	52.00'
39.39	C26	1742.00	1'42'37"	52.00'
53.01	027	1742.00	1'42'37"	52.00'
53.01	C28	1742.00	1'42'37	52.00'
53.01	 029	628.00	2'41'33"	29.51
52.01	 C30	628.00	7'05'50"	77.79'
52.01	 CJ.	628.00	9'47'23"	107.30
55.68	0.32	688.00	519'54"	64.02
55.68	C.3.3	688.00	2'39'31"	31.92
55.68	C34	688.00	7'59'25	95.95
55.68	0.35	1370.00	0'31'29"	12.54
55.68	C36	300.00	9'08'49	47.89
55.68	C37	970.00	3'28'08"	58.73'
68.53	CJ8	970.00	2'47'21"	47.22
11.00	C.39	970.00	615'29*	105.95'

_	E		
N25'54'59"E	DIRECTION	LINE TABLE	
23.15	LENGTH		

LINE # DIRECTION

S19°59'26"W

RADIAL BEARINGS

(R)4 (R)3 (R)2 S17°45'55"W æ.

4 S13°18'59"W S15°32'31"W

_		,	,
=	돑		
NOS'SA'SO"	DIRECTION	LINE TABLE	
27.15	LENGTH		

NOTES

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

- MONUMENTATION NOTES

 © FOUND MONUMENT FER (R2),(R3),k(R4)

 X FOUND 100' MINESS CORNER (RC), IN SIDEMILK ALONG FADIAL OR PERPENDICULAR

 X FOUND 100' MINESS CORNER (RC), IN SIDEMILK ALONG FADIAL OR PERPENDICULAR

 O SET STANDARD CITY OF LATHODY MONUMENT MELL STAMPED *PLS 7788*

 O SET 5/4' IRON PIPE MITH CAP STAMPED *PLS 7788*
- \odot Set 3.00' withess corner (W.C.), unless otherwise noted, measured along lot line, $5/8^{\circ}\times24^{\circ}$ rebar W/ plastic plug "PLS 7788".
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1,17" BRASS DISK STAMPED "PLS 7788" IN SDEWALK 1,00" ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- X SET 1.00" WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"

LEGEND	
200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
(K – K)	MONUMENT TO MONUMENT
Э	TOTAL
(B)	BOUNDARY
DN	DOCUMENT NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT PER (R4)
	BOUNDARY

TRACT 4246 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 3

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 DF TRACT 4221 (44 M&P 132), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JANUARY 2025





Subdivision Improvement Agreement (River Islands Development Area 1, LLC) Tract 4246 Unit 3

EXHIBIT "B"

TRACT 4246 UNIT 3 AREA

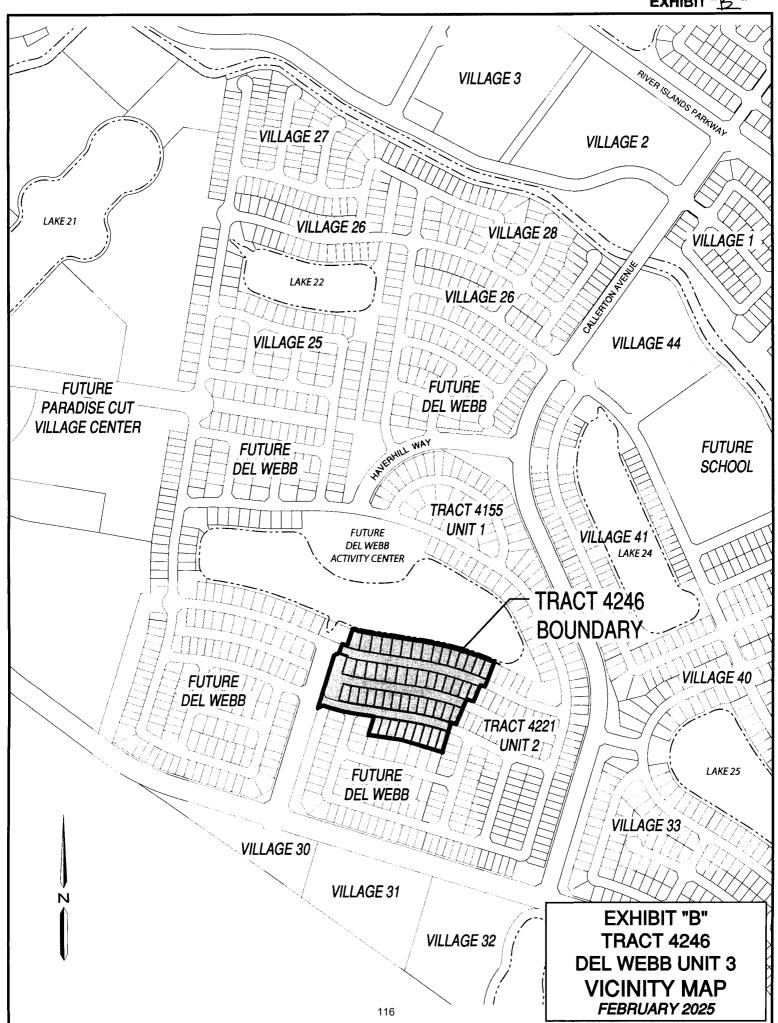


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/23/2025

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

KE	PRESENTATIVE OR PRODUCER, A	ו עו	HE C	ERTIFICATE HULDER.						
l if S	PORTANT: If the certificate holde SUBROGATION IS WAIVED, subje- s certificate does not confer rights t	ct to	the	terms and conditions of	the pol	icy, certain į	policies may			
	JCER License # 0C36861				CONTAC					
Los A	angeles-Alliant Insurance Services.	nc.			NAME: PHONE			FAX		· ·
333 S	Hope St Ste 3700				(A/C, No	, Ext):		(Å/C, No):		
Los A	ingeles, CA 90071				ADDRES	SS:				1
						INS	URER(S) AFFO	RDING COVERAGE		NAIC#
	MALES SAFE				INSURE	RA:United	Specialty lı	nsurance Company		12537
INSUR	ED				INSURE	RB:				
	River Islands Development	Area	1. LL	.c	INSURE	RC:				
	73 W. Stewart Rd.		,		INSURE	RD:				
	Lathrop, CA 95330				INSURE					
					INSURE					
	EDACES CER	TIEL	CATE	: NIIMDED.	INOUNE	КТ.		REVISION NUMBER:		
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IND	S IS TO CERTIFT THAT THE FOLICII DICATED. NOTWITHSTANDING ANY F RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	EQUI PER	IREMI TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFOR	N OF A DED BY	NY CONTRAC	CT OR OTHER IES DESCRIB	R DOCUMENT WITH RESPE ED HEREIN IS SUBJECT T	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X		ATN2418343P		3/19/2024	3/19/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000 50,000
		^						MED EXP (Any one person)	\$	0
								PERSONAL & ADV INJURY	\$	1,000,000
 		ļ								2,000,000
ļ F	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2.000,000
 	POLICY PRO-							PRODUCTS - COMP/OP AGG	\$	
-	OTHER:		-					COMBINED SINGLE LIMIT	\$	
F	AUTOMOBILE LIABILITY							(Ea accident)	\$	
	ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		1					PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
V	VORKERS COMPENSATION	1						PER OTH-		
	AND EMPLOYERS' LIABILITY								•	
	NY PROPRIETOR/PARTNER/EXECUTIVE DFFICER/MEMBER EXCLUDED?	N/A	ĺ					E.L. EACH ACCIDENT	\$	
1 1	f yes, describe under							E.L. DISEASE - EA EMPLOYEE		
	DÉSÉRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
Tract City o respe- of Lat	RIPTION OF OPERATIONS / LOCATIONS / VEHIC 4246 (DW Lots 156-207) f Lathrop, its officers, City Council, be cts to General Liability. General Liabil hrop, its officers, employees and age ayment of premium	oards ity sł	and	commissions and member e Primary and Non-Contrib	rs there outory w	of, its employ	yees and age r insurance in	ents are included as Addit n force for or which may b	e purc	hased by City
CER	TIFICATE HOLDER				CANC	ELLATION				
	City of Lathrop 390 Towne Center Drive Lathrop, CA 95330				THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE CA IEREOF, NOTICE WILL I CY PROVISIONS.		
	Launop, 0A 33330				AUTHOR	RIZED REPRESE	NTATIVE			

POLICY NUMBER: ATN2418343P

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
 - 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- **2.** This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - **b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. VEN 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;

- (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

and

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

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

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

Policy: ATN2418343P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

SCHEDULE Name and Address of Other Person/Organization

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

Number of Davs Notice

30

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

Subdivision Improvement Agreement (River Islands Development Area 1, LLC) Tract 4246 Unit 3

EXHIBIT "D"

WEST VILLAGE UNIT 3

FULL IMPROVEMENTS COST ESTIMATE

6200 Stoneridge Mall Rd. Suite 300 Pleasanton, CA 94588

January 31, 2025 Job No.: 25504-86

main (925) 223-8340

DRAFT ENGINEER'S OPINION OF PROBABLE COST PHASE 2 WEST VILLAGE TRACT 4246 (52 LOTS) RIVER ISLANDS

Westwood

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price		Amount
	DOADWAY						_
1	ROADWAY Fine Grading	110,900	SF	\$	0.45	\$	49,905.00
2	4.5" AC Paving	54,700	SF	\$	2.25	\$	123,075.00
3	8" Aggregate Base	54,700	SF	\$	1.20	\$	65,640.00
4	Vertical Curb and Gutter (with AB cushion)	560	LF	\$	15.00	\$	8,400.00
5	Rolled Curb and Gutter (with AB cushion)	3,000	LF	\$	15.00	\$	45,000.00
6	Concrete Sidewalk	18,000	SF	\$	5.00	\$	90,000.00
7	Driveway Approach	53	EA	\$	600.00	\$	31,800.00
8	Handicap Ramps	2	EA	\$	2,500.00	\$	5,000.00
9	Survey Monuments	5	EA	\$	300.00	\$	1,500.00
10	Traffic Signing & Striping	1,790	LF	\$	5.00	\$	8,950.00
11	Dewatering (budget)	1,790	LF	\$	100.00	\$	179,000.00
	Subtotal Roadway					\$	608,270.00
	STORM DRAIN						
12	STORM DRAIN 15" Storm Drain Pipe (polypropylene)	1,130	LF	¢	18.00	\$	20,340.00
13	18" Storm Drain Pipe (polypropylene)	830	LF	\$ \$	20.00	э \$	16,600.00
14	30" Storm Drain Pipe (polypropylene)	250	LF	\$	45.00	\$ \$	11,250.00
15	48" Storm Drain Pipe (RCP)	70	LF	\$	125.00	\$	8,750.00
16	Catch Basins (type I inlet over type I manhole base)	10	EA	\$	2,800.00	\$	28,000.00
17	Catch Basins (type I inlet over type II manhole base)	1	EA	\$	5,000.00	\$	5,000.00
18	Catch Basins (type I inlet over type III manhole base)	1	EA	\$	7,500.00	\$	7,500.00
19	Catch Basins (type C inlet)	6		\$	2,400.00	\$	14,400.00
20	Manholes (type II)	1	EA	\$	5,000.00	\$	5,000.00
	Subtotal Storm Drain					\$	116,840.00
	SANITARY SEWER						
21	8" Sanitary Sewer Pipe	1,580	LF	\$	28.00	\$	44,240.00
22	Manholes	6	EΑ	\$	4,000.00	\$	24,000.00
23	Sewer Service	52	EA	\$	600.00	\$	31,200.00
	Subtotal Sanitary Sewer					\$	99,440.00
	WATER SUPPLY						
24	8" Water Line (including all appurtenances)	1,840	LF	\$	32.00	\$	58,880.00
25	GV	3	EA	\$	1,550.00	\$	4,650.00
26	Water Service	52	EA	\$	2,000.00	\$	104,000.00
27	Fire Hydrants	5	EA	\$	4,000.00	\$	20,000.00
	Subtotal Water Supply					\$	187,530.00

westwoodps.com (888) 937-5150

Westwood

main (925) 223-8340

Item	Description	Quantity	Unit		Unit Price	Amount
28	LAKE FILL WATER 24" Lake Fill Water Line (including all appurtenances)	500	LF	\$	85.00	\$ 42,500.00
	Subtotal Lake Fill Water					\$ 42,500.00
29	DRY UTILITIES/JOINT TRENCH Dry Utilities (including all appurtenances)	52	EA	\$	17,300.00	\$ 899,600.00
	Subtotal Dry Utilities/JT					\$ 899,600.00
	TOTAL	CONSTRUC	CTION	cos	T (nearest \$1,000)	\$ 1,954,180.00

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 17, 2025

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 4246; Escrow No. 1214023661

Dear Lori:

This letter constitutes the joint escrow instructions ("Escrow Instructions") of River Islands Development Area 3, LLC, a Delaware limited liability company ("RIDA3") 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 RIDA3 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, 2025, at the time designated in writing by RIDA3, subject to satisfaction of the conditions set forth below (each a "Closing"). If the Final Map has not been recorded by December 31, 2025, ORTC will return the Final Map to the City.

B. <u>Documents to be Delivered and Recordation Document</u>

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIDA3 for recordation in the Official Records of San Joaquin County, California ("Official Records").

B.1. One original Final Map for Tract 4246, executed and acknowledged by the City (provided to title by City).

The document listed in Items B.1 above is referred to as the "**Recordation Document**." The Recordation Document shall be recorded in the order referred to above. The date on which the Recordation Document is recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

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

• Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of \$29,176.79, 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 7.731 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 (sdellosso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us, and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;
- D.2. You have not received any instructions contrary to these Escrow Instructions:
- D.3. The Recordation Document and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;
- D.4 You are prepared to record the Recordation Document, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;
- D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Brad Taylor at the email addresses set forth above; and
- D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Brad Taylor to record the Recordation Document and complete the Transaction.

E. Closing Process and Priorities

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

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

E.4. Refund any funds delivered to you by RIDA3 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 3, 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>), Stephanie Rosillo-Silva (<u>srosillo@ci.lathrop.ca.us</u>), Monica Garcia (<u>mgarcia@ci.lathrop.ca.us</u>), Teresa Vargas (<u>tvargas@ci.lathrop.ca.us</u>), Sarah Pimentel (<u>spimentel@ci.lathrop.ca.us</u>), and Jose Molina (<u>JMolina@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 3, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:
 - (A) a certified copy of the Recordation Document, showing all recording information of the Recordation Document; and
 - (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

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

The	Escrow	Instructions	may	be	modified	only	in	а	writing	signed	by	both	of	the
unde	ersigned.													

Date

Very truly yours,

Stephen J. Salvatore Susan Dell'Osso Date City Manager President City of Lathrop River Islands Development Area 3, LLC

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA3 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 RIDA3 and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Re	epublic Title	e Company		
Ву:			_	
Its:				
Date:			 	

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HERBEY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD THE INTEREST IN THE LAND DELINEATED AND EMPRACED WHICH HE EXTENSION BOUNDARY LINE OF THE HERBON EMPRODED THAIL MAP ENTITED. TRACT 4246, RIVER ELANDS-PHASE 2, MEST MILAGE UNIT 3, CITY OF LATHROP, CALFORNIA, CONSTINC OF SIX (6) SHEETS, AND WE HERBEY CONSENT TO THE PREPARATION AND FILING OF THIS TRAIL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JONGUIN COUNTY, CALFORNIA.

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

OWER NEBOS TO SUBDINIZE THE LAND SUBJECT TO THIS JAMP MIT HAIT AND ALL REPORTING ROSTIS OR OFFICER WATER NITERESTS TO MISCH THE SUBJECT LAND IS SMILLED THEERIN APPRIENTMANT OR RELIGING TO THE LANDS, WHETHER SUCH MITER RIGHTS SHALL BE REPORTING CHECKING TO THES LAND. SHATUREY OR COMPRICTURE OF THE SUBJECT LANDS WITHIN THE BOUNDARDS OF THIS JAMP OF THIS JAMP OF THIS JAMP OF THE SUBJECT LANDS WITHIN THE BOUNDARDS OF THIS JAMP OR THE SUBJECT LANDS WITHIN THE BOUNDARD OR THE SUBJEC

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

DATE

TRUSTEE'S STATEMENT

OLD REPUBLIC THE COMPANY, A CALFORNIA CORPORATION, AS TRUSTE, UNDER THE SEED OF TRUST RECORDED SEPTEMBER 19, 2024, AS DOCUMENT NUMBER 2024—079836, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS BY:
NAME: _ DAY OF 2025.

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OHER OFFICER COMPETING THIS CERTIFICATE VERFIES ONLY THE DENTITY OF THE NONZOLUA MAD SOMED 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

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

WITNESS MY HAND:

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

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

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

WITNESS MY HAND:

RIVER ISLANDS - PHASE WEST VILLAGE UNIT 3 **RACT 4246** N

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIMSION OF PARCELS 1 THROUGH 4 OF TRACT 4221 (44 MAP 132), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JANUARY 2025

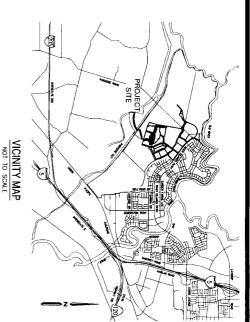


CITY CLERK'S STATEMENT

I, TREES, WARDAS, CITY CERRY, AND CLERK OF THE CITY COLUNCIL OF THE CITY OF LITHROP, STATE OF CALIFORNIA, DO REREDY STATE THAT THE HERRIN EMBODES HAP ENTITIED TRACT 2425, RIVER, CHANGS — PHANE 2, WEST WILLAKE UNIT 3, CHTY OF LITHROP, CALIFORNIA, CONSISTING OF SIX (6) SHEETS, THAS OF STATEMENT WAS PRESENTED TO SAMO CITY COLUNCIL, AS PROVIDED BY LAW, ALE PINC THEREOF, HELD ON THE LONG TOY COUNCIL DID THE RECOUNTING AND THE SECOND ON THE LITHROPH COUNCIL DID THE RECOUNTING AND ACCOUNTING AND ACCOUNTING AND ACCOUNTING THE CITY OF LATHROP, FOR PUBLIC USE, THE DECICATION OF THE GROUND WATER RIGHTS.

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

TRESA VARGAS CITY CLERK AND CLERK OF THE CITY COUNCL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CAUFORNIA



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

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

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP DATED THIS... DAY OF

CITY ENGINEER'S STATEMENT

(1980) R. HYMOR, HEEBEY STAIT THAT I. M. THE CITY FENDRER OF THE CITY OF LATHROP, CALFGRMA, AND THAT I THANK EXAMINED THIS THAT, HAD OF TRACTICAGE, RICHET (SIAMOND-PHANZ Z. KERSY MILLAGE UNIX Z. CITY OF LATHROP, CALFGRMA, AND THAT THE SIDEDWINSON SHOWN, HEREON IS SIBSTAMINALLY THE SAME AS ITT APPEARED ON THE KESSING THATING LAWS TO RESTOR AND NAX PROPOCED, LITERATIONS THEREON STRET HAT THIS THALL HAVE COMPUTED MET AND NAX PROPOCED ATTEMPORY, AND ANY AMENOMENTS THE SIGNING STRETCH THAT THE THAT OF APPROVAL OF YESTING TENTATINE MAP.

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DAY OF
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202

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

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

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIETS, ONLY THE DENTITY OF THE INDIVIDUAL MISO SIGNED THE DOCUMENT TO MITCH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULHESS, ACCURACY, OR VALUNTY OF THAT DOCUMENT



OF MAPS AND PLATS, AT PAGEAT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

ASSISTANT/DEPUTY RECORDER

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

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SHEET Q

CITY SURVEYOR'S STATEMENT

, Oarpy, A. Alember, Hebby state that i have examped this trul map of "tract" age, river is and the truling that it is continued to the truling of chipping and that the sirpnyrom shown hereon complies with all the provisions of chapter 2 of the clustorma subdivision map act, as amended, and that this frail map is tedandaly conductive that the statement of the continued to the continued that the statement of the continued that the continued t

2025

SURVEYOR'S STATEMENT



TRACT 4246 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 3

A PORTION OF RANCHD EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4221 (44 M&P 132), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JANUARY 2025



REFERENCES

(RI) TRACT 4149, RIVER ISLANDS-PHASE Z, WEST MILLAGE LARGE LOT FINAL MAP, FILEO DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PACE 52, S.I.C.R. (44 M&P 52)

(R2) TRACT 4155, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 1 FINAL MAP, FILED WARCH 29, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 87, S.J.C.R. (44 M&P 87)

(R3) PARCEL MAP 23-02-PM, RIVER ISLANDS-PHASE 2, FILED DECEMBER 5, 2023, IN BOOK 27 OF MAPS AND PLATS, PAGE 81, S.J.C.R. (27 M&P 81)

(R4) TRACT 4221, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 2 FINAL MAP, FILED OCTOBER 30, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 132, S.J.C.R. (44 M&P 132)

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

RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01048/177, S.JC.R.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY ON CONFORMACE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL GROWNING AT THE REQUIREMENT OF THE SUBDIVISION LLC, ON MUDIEST 25, 2014, I FREEDY STATE AT THE CHARLEST OF THE CHARLEST FOR THE WATHERT STATE OF THE CHARLEST FOR THE WATHERT WITH CASE POSTINGS BEFORE EARD GENERY THE PROBLEMS HOW MAD WELL THE SUBJECT WITH THE CHARLEST AND AND THAT THE STATE, WHILE SUFFICIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENTATIVE MAP. DATED THIS

2025.

DYLAN CRAWFORD, P.L.S. NO 7788 DAY OF



RECITALS

1. RIGHT TO FARM STATEMENT:

1. RIGHT STATEMENT:

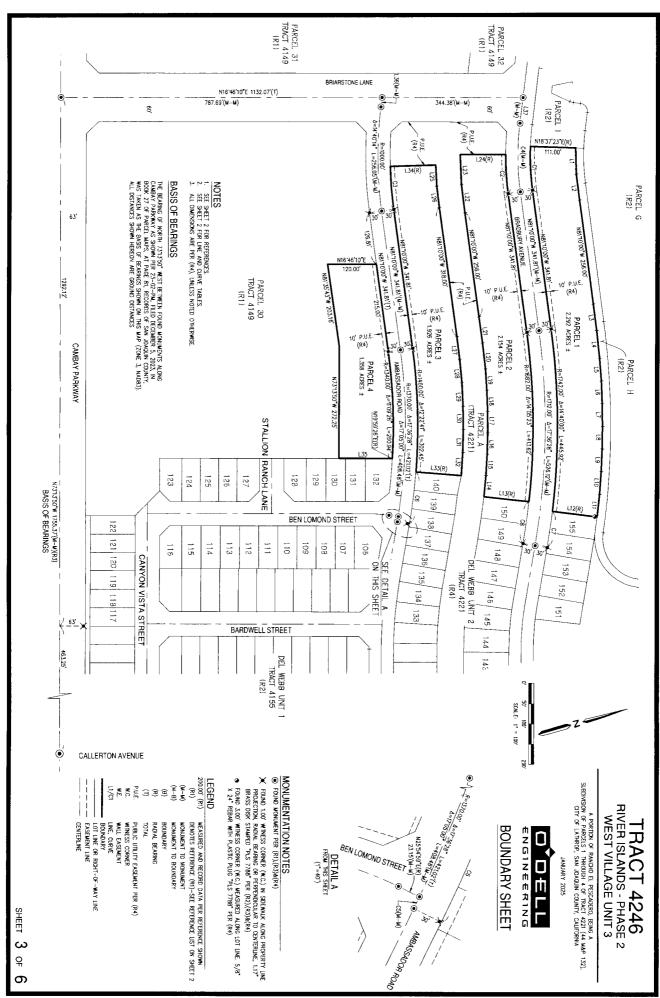
ACT 4246, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 3, CONTAINS 52 RESIDENTIAL LOTS WITH A TOTAL 7.731 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE

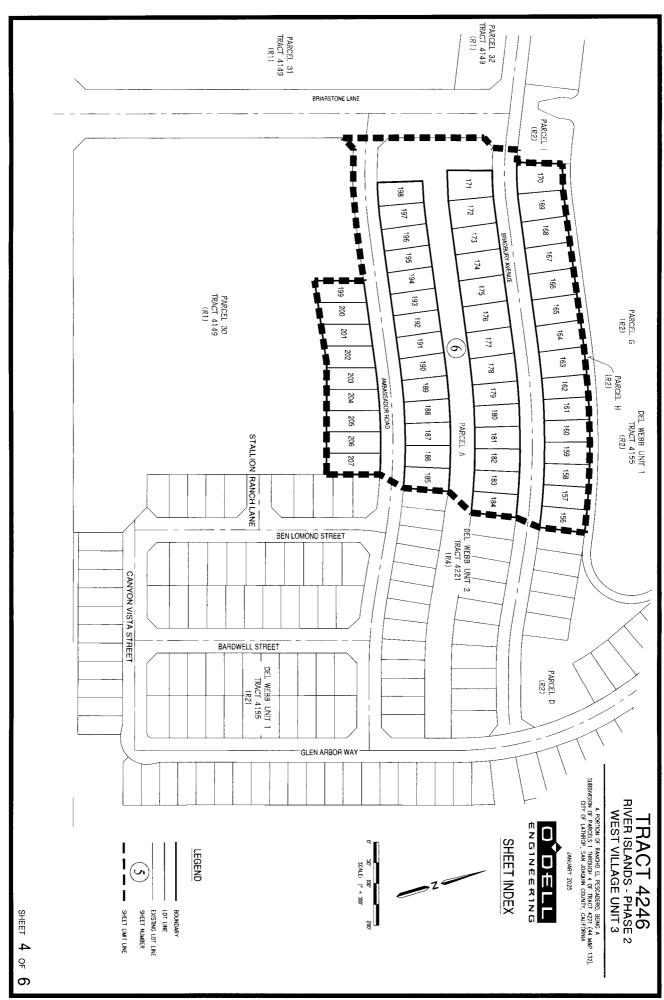
707.	LOTS 156 THROUGH 207	TRACT 4246 AREA SUMMARY
	7.731 AC±	SUMMARY

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023661-LR, (VERSION 2) DATED JANUARY 2, 2025, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

INE AND CURVE TABLES FOR SHEET 3 ONLY

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u	N81'D4'51"W	65.14	18	N75'36'46"W	52.01		L33	N2172'41"E	111.00	
*	N79'31'31"W	68.08	119	N77'30'34"W	52.00'		L3 4	N15'05'29"E	111.00	
O.	N77'37'03"W	55.31	L20	N79'37'30"W	64.00		135	N16'46'10"E	130.85	
6	N75'54'26"W	55.31	[21	W.21,80.18N	64.00'		L36	N56'29'47"W	23.21	
7	N7471'49"W	55.31	L22	N80'27'15"W	69.15		L37	N66'29'47"W	63.59	
00	N72'29'11"W	55.31	L23	N75'50'32"W	74.33					
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0	N69:03'57"W	55.31	L25	N76'36'36"W	52.00		CURVE	RADIUS	DELTA	LENGTH
=	N67"21"19"W	55.31	126	N80'02'44"W	52.00		2	628.00	9"47"23"	107.30
2	N23'30'00"E	111.00	L27	N80'33'22 W	56.13		ន	688.00	7'59'25"	95.95
u	N22'55'23"E	111.00'	L28	N78'28'11"W	57.21		ន	970.00	615'29"	105.95
4	N68"01"32"W	52.01	 L29	N7618'01"W	57.21		5	658.00	14'40'14"	168.48
5	N69"55'20"₩	52.01	 L30	N74'07'51"W	57.21'		ន	1370.00	0'31'29"	12.54
							6	1400.0D	513'47"	127.79
							C7	1742.00	2'56'28"	89.42'
							8	1682.00	3'31'05"	103.28





C20	C19	C18	C17	C)6	CI5	C14	C13	C12	011	C10	3	68	C7	66	S	C4	c3	ಬ	(1)	CURVE	
1742.00	1682.00	1682.00	1682.00	1682.00	1682.00	1682.00	1682.00	1682.00	1400.00	1400.00	1400.00	1400.00	1400.00	1400.00	1340.00	1340.00	1340.00	1340.00	1340.00	RADIUS	CURVE
0'35'20"	072,53	2'20'03"	1.53'48"	1.53,49	1.53'49"	153'49"	1.53,49	1.53,49	2'07'43"	2'07'43"	270'10"	270'10"	270'10"	1.36,44	215'09"	213'50"	273'31"	213'25"	21330	DELTA	TABLE
17.90	11.00	68.53	55.68	55.68	55.68	55.68	55.68	55.68	52.01	52.01	53.01	53.01	53.01	39.39	52.68	52.17	52.05	52.00"	52.04	LENGTH	
																					_

		CURVE	TABLE	
HTON	CURVE	RADIUS	DELTA	LENGTH
52.04	021	1742.00	206'18"	64.00
52.00'	C22	1742.00	1'42'37"	52.00"
52.05	023	1742.00	1.42,37	52.00
52.17	C24	1742.00	1.42,37	52.00
52.68	C25	1742.00	1.42'37	52.00°
59.39	C26	1742.00	1.42,32	52.00
3.01	027	1742.00	1.42,21.1	52.00
3.01	 C28	1742.00	1'42'37"	52.00°
53.01	029	628.00	2'41'33"	29.51
52.01	C30	628.00	7'05'50"	77.79
52.01	CJI	628.00	9'47'23"	107.30
55.68	032	688.00	519'54"	64.02
5.68	033	688.00	2'39'31"	31.92'
5.68	C34	688.00	7'59'25"	95.95'
5.68	C35	1370.00	0'31'29*	12.54
5.68	C36	300.00	908'49"	47.89
5.68	C37	970.00	3.28'08	58.73
8.53	C38	970.00	2'47'21"	47.22'
7.00	039	970.00	615'29"	105.95'

=	Ē		
N25'54'59"E	DIRECTION	LINE TABLE	
23.15	LENGTH		

LINE # DIRECTION

(H)5 S11°05'09"W

(H) (H)3 (R)2 S17°45'55"W (H)1 S19°59'26"W RADIAL BEARINGS

S13°18'59"W S15°32'31"W

=	Ē		
N25'54'59"F	DIRECTION	LINE TABLE	
2115'	LENGTH		

NOTES

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

- MONUMENTATION NOTES

 © FOUND MONUMENT PER (R2),(R3)&(R4)
- X FOUND 1.00" WINESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R2)(R3)AE(R4) (SET STAMDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788" O SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
- \odot SET 3.00' MITNESS CORNER (N.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE $5/8^{\circ} \times 24^{\circ}$ rebar W/ Plastic Plug "Pls 7788".
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNIESS ONERWISE NOTED). SET 1.17" BRASS DISK STAMED "PLS 7788" IN SDEWALK 1.00" ON PROPERTY LINE PROJECTION FOR ALL PRONT LOT CORNERS.
- X SET 1.00" WINESS CORNER (M.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"

	P.U.E. L1/01	98 3	LEGEND 200.00' (R1) (R1) (M-M)
BOUNDARY LOT LINE OR RIGHT-OF-WAY LINE EXISTRIC EASEMENT LINE CENTERLINE CENTERLINE	PUBLIC UTILITY EASEMENT PER (R4) LINE, CURVE	TOTAL BOUNDARY DOCUMENT NUMBER	MEASURED AND RECORD DATA PER REFERENCE SHOWN DENOTES REFERENCE (R1)— SEE REFERENCE LIST ON SHEET 2 MONUMENT TO MONUMENT

TRACT 4246 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 3

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4221 (44 MAP 132), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JANUARY 2025





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CITY MANAGER'S REPORT
MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING

ITEM: APPROVE FINAL MAP AND SUBDIVISION

IMPROVEMENT AGREEMENT FOR 21 LOTS IN TRACT 4263 VILLAGE 21 UNIT 2 WITHIN WOODLANDS EAST

DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution to Approve Final Map for Tract

4263 Village 21 Unit 2 within the Woodlands East District, Totaling 21 Single Family Lots and a Subdivision Improvement Agreement with River

Islands Development Area 3, LLC

SUMMARY:

The proposed Final Map for Tract 4263 Village 21 Unit 2 (Tract 4263), included as Attachment "E", is within the Woodlands East District of Phase 2 for the River Islands Project. Tract 4263 will be the second and final tract map within the Village 21 area. River Islands Development Area 3, LLC (River Islands) is proposing twenty-one (21) residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends City Council approve the proposed Final Map for Tract 4263, to be recorded pursuant to the terms of the Escrow Instructions, included as Attachment "D", and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Development Area 3, 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 March 25, 2024, City Council approved Tract 4205 Woodlands East Large Lot Final Map (LLFM) to create 23 undevelopable parcels. On March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District. On June 3, 2024, City Council approved Final Map (FM) Tract 4219, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a SIA with Califia, LLC. On August 12, 2024, City Council approved FM Tract 4226, CFD 2023-1 Annexation, and a SIA with River Islands. The land for the proposed Final Map for Tract 4263 is within the geographic boundaries of VTM 6716, LLFM 4205, FM 4219, FM 4226, and the Woodlands East 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.

CITY MANAGER'S REPORT MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 21 LOTS IN TRACT 4263 VILLAGE 21 UNIT 2 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Construction of the public improvements associated with Tract 4263 are substantially complete. Performance and labor & materials securities have been provided with the SIA for Tract 4219 that guarantees the unfinished improvements for Village 21 as detailed in Table 1.

Table 1 - Bond Values

Unfinished Improvement Total:	\$961,900
Performance Security (110% of Unfinished Improvements)	1
Bond No. 0844451	1 - / /
Labor & Materials Security (50% of Performance Security)	\$529,045
Bond No. 0844451	1 1 1

The conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in the Tract 4226 SIA approved by City Council on August 12, 2024, and are applicable to this Tract 4263.

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

Village 21 was annexed into the City of Lathrop CFD No. 2023-1 for maintenance purposes in 2024 as well as CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA).

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

REASON FOR RECOMMENDATION:

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

Do	cuments	Status		
1.	1. Final Map ready for signature Completed			
2.	2. Subdivision Improvement Agreement Completed			
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Provided with 4219		
4.	4. Labor and Materials Security – Uncompleted Landscaping Provided wit and Miscellaneous Improvements 4219			
5. Street Improvement, Landscape, Light & Joint Trench Completed		Completed		
6.	Geotechnical Report	Completed		

7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed	
8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed	
9.	Allocation of Water and Sewer capacity	Provided with 4219	
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.	Village 21 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Annexed in 2024	
Fee	S	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 to Approve Final Map for Tract 4263 Village 21 Unit 2 within the Woodlands East District, Totaling 21 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC
- B. Vicinity Map Village 21
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 3, LLC, a Delaware limited liability company, for Tract 4263 Village 21 Unit 2
- D. Escrow Instructions for Final Map Tract 4263 Village 21 Unit 2
- E. Final Map Tract 4263 Village 21 Unit 2

CITY MANAGER'S REPORT PAGE 4 MARCH 17, 2025, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 21 LOTS IN TRACT 4263 VILLAGE 21 UNIT 2 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

APPROVALS

Veronica Albarran Junior Engineer	<u>03/04/೩७३५</u> Date
Brad/Taylor City Engineer	<u>3/4/2025</u> Date
Thomas Hedegard Deputy City Manager	3/5/2025 Date
Michael King Assistant City Manager	3 · 4 · 2 · 2 · 2 · 5 Date
Salvador Navarrete City Attorney	3-4.2025 Date
Stephen Salvatore City Manager	3 -)1-2 5 Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE FINAL MAP FOR TRACT 4263 VILLAGE 21 UNIT 2 WITHIN THE WOODLANDS EAST DISTRICT, TOTALING 21 SINGLE FAMILY LOTS AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 3, 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 March 25, 2024, City Council approved a Large Lot Final Map (LLFM) Tract 4205 to create 23 undevelopable parcels; and

WHEREAS, on March 29, 2023, Planning Commission approved the Woodlands East Neighborhood Development Plan and Architectural Design Guidelines and Development Standards; and

WHEREAS, on June 3, 2024, City Council approved Final Map (FM) Tract 4219, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a Subdivision Improvement Agreement (SIA) with Califia, LLC (River Islands); and

WHEREAS, on August 12, 2024, City Council approved FM Tract 4226, CFD 2023-1 Annexation, and a SIA with River Islands Development Area 3, LLC; and

WHEREAS, the land for the proposed Final Map for Tract 4263 Village 21 Unit 2 (Tract 4263) is within the geographic boundaries of VTM 6716, LLFM Tract 4205, FM Tract 4219, and the Woodlands East Neighborhood; and

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

WHEREAS, River Islands provided performance and labor & material securities with the SIA for Tract 4219 that guarantees the unfinished improvements for Tract 4263 in the amount as follows:

Unfinished Improvement Total:	\$961,900
Performance Security (110% of Unfinished Improvements)	\$1,058,090
Bond No. 0844451	
Labor & Materials Security (50% of Performance Security)	\$529,045
Bond No. 0844451	

; and

WHEREAS, the conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in the Tract 4226 SIA approved by City Council on August 12, 2024, and are applicable to this Tract 4263; 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, Village 21 was annexed into the CFD 2023-1 for maintenance purposes with the approval of FM Tract 4219 in 2024; and

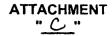
WHEREAS, River Islands Development Area 3, LLC must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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

- 1. The Final Map for Tract 4263 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the March 17, 2025 staff report once the terms and conditions of the Escrow Instructions, included as Attachment "D" to the City Manager's Report, are met.
- 2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development Area 3, LLC in substantially the form as attached to the March 17, 2025 staff report.

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Paul Akinjo, Mayor
ATTEST:	APPROVED AS TO FORM:
	3
Teresa Vargas	Salvador Navarrete
City Clerk	City Attorney

PASSED AND ADOPTED by the City Council of the City of Lathrop this 17^{th} day of March 2025 by the following vote:



SUBDIVISION IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS DEVELOPMENT AREA 3, LLC, DELAWARE LIMITED LIABILITY COMPANY FOR TRACT 4263 VILLAGE 21 UNIT 2 21 RESIDENTIAL LOTS

RECITALS

- A. This Agreement is made and entered into this 17th day of March 2025, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Development Area 3, LLC, a Delaware limited liability company, (hereinafter "SUBDIVIDER").
- B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4263 Village 21 Unit 2 (Tract 4263). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4263 located within the Woodlands East District of River Islands Phase 2 (Neighborhood), which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided with the Subdivision Improvement Agreement for Tract 4219 Village 21 (Tract 4219 SIA) that guarantees the unfinished improvements for Village 21, which includes Tract 4263, and therefore no additional security is needed for Tract 4263.
- C. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the Neighborhood. The Offsite Improvements are needed to provide wastewater discharge for the Neighborhood as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4226 Woodlands East Village 5 (Tract 4226 SIA) as detailed in Table 1 of the Tract 4226 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4226 SIA are applicable to this Agreement
- D. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the C2 Sewer Lift Station, which is guaranteed with the Tract 4226 SIA, is incomplete and the wastewater conveyance system for Woodlands East Neighborhood of Phase 2 of the Project does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with Tract 4226 SIA for the use of temporary pump and haul of wastewater until the C2 Sewer Lift Station is 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 4226 SIA are applicable to this Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4263 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 4263. 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 4263 are required security as outlined in this Agreement.

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Woodlands East - Village 21 neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

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

- 2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4263, or March 17, 2026, whichever comes first.
- 3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
- 4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
- 5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER

from any guarantee hereunder.

- 6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond equal to 10% of the estimated cost of the Improvements for the Village 21 entire area to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.
- 7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, or fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

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

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

- 8. Because the Improvements are substantially complete, the SUBDIVIDER is not required to post additional Performance or Labor & Materials bonds to guarantee the improvements associated with Tract 4263. Performance and Labor & Material securities have been provided with the SIA for Tract 4219 that guarantees the unfinished improvements for Village 21, which includes Tract 4263. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.
- 9. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the Woodlands East District of River Islands Phase 2 (Neighborhood). The Offsite Improvements are needed to provide wastewater discharge for the Neighborhood as

described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4226 Woodlands East Village 5 (Tract 4226 SIA) as detailed in Table 1 of the Tract 4226 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4226 SIA are applicable to this Agreement.

- 10. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the C2 Sewer Lift Station, which is guaranteed with the Tract 4266 SIA, is incomplete and the wastewater conveyance system for Woodlands East Neighborhood of Phase 2 of the Project does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with Tract 4226 SIA for the use of temporary pump and haul of wastewater until the C2 Sewer Lift Station is 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 4226 SIA are applicable to 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 4263.
- 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 4263 VILLAGE 21 UNIT 2

EXHIBIT B TRACT 4263 VILLAGE 21 UNIT 2 AREA

EXHIBIT C CITY INSURANCE REQUIREMENTS

	vision Improvement Agreen 4263 Village 21 Unit 2	nent (River Islands De	velopm	ent Area 3, LLC)	
	ITNESS WHEREOF, then 2025, at Lathrop, Califo	-	execute	ed this Agreement on this	17th day of
City C	EST: TERESA VARGAS Clerk of and for the City hrop, State of California		munic	OF LATHROP, a ipal corporation of the of California	
BY:			BY:		
	Teresa Vargas City Clerk	Date		Stephen J. Salvatore City Manager	Date
APPR	OVED AS TO FORM B	Y THE CITY OF L	ATHRO	OP CITY ATTORNEY	
BY:	Salvador Navarrete City Attorney	3-4.2025 Date			

Subdivision Improvement Agreement (River Islands Development Area 3, LLC) Tract 4263 Village 21 Unit 2
SUBDIVIDER
River Islands Development Area 3, LLC, a Delaware limited liability company
BY:
Susan Dell'Osso
President

EXHIBIT "A"

FINAL MAP - TRACT 4263 VILLAGE 21 UNIT 2

OWNER'S STATEMENT

THE JUDIESDAYED DOES HERBEY STAIT THAT HET HAS HE DAMEDS OR HAYE SOME RECORD THE MIRESS IN THE JUNE DELIVERATION AND LUBREADT MAN HE EXTENDE BUNNIONEY. LUBE OF THE FERRIN MARKING DAME PATHIEDS, TRACE CASE, RIVER ISLANDS — PHASE 2, MILLAGE 20 MILL 7, OTY OF LATHRORP, CALIFORNIA, CANSISTAIG OF SIX (6) SHEETS, AND IMPRESEY CONSENT OF THE PERPARATION AND FILING OF THIS THALL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JUNGAUIN COUNTY, CAUTORNIA.

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

- A NON-ECULUSY EXSURN TO THE OTY OF LATEOR TOXETHER WITH HE BOAT TO CONSTRUCT, RECONSTRUCT, REPUIR AND MAINTAIN TOZES, MESS, CABEES, PIESS, AND COROUNDS AND THEIR PAPERTAINANCES LEPHS, ORTE, AND COROUNDS AND THEIR PAPERTAINANCES LEPHS, ORTE, AND MAINTAIN TOZES, AND COROUNDS AND THE REPUIR TO CONSTRUCT, RECONSTRUCT, R
- A NON-EXCUSIVE EXSURUITO THE CITY OF LATHERP, TOCETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MANITAM THE SOUND WALLSU FOR AND OVER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "ME." (MALL EXSURENT).

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

OWNER: RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY WHER NITES TO SUBDIVINE THE LAWD SUBJECT TO THIS MAP WITH ANY AND ALL REPARMA REPAITS OF DIFFER WATER WITHERSTS TO WHOSH THE SUBJECT LAWD IS WITHERD THEREN APPEARMANT OR RELATING TO THE LAWDS, WHETHER SUCH WATER REPAIRS SHALL GE REPARMA VORST YOU, LITTORAL, PRECOMATING, PRESORETING, JACUDICALTED, STATUTORY OR COMPACTURE, CHIS LAWD OF CHIS LAWD OF CAPER THE SHALL GE REPARMA HOSHTS OF THIS MAP OR THIS MAP OR STATE THE REPARMAN HOSHTS OF THIS MAP OR THE SURREVILLANDS WITHIN THE BOUNDAMES OF THIS MAP OR THE SURREVILLANDS WITHIN THE BOUNDAMES OF THIS MAP OR THE SURREVILLANDS WITHIN THE BOUNDAMES OF THIS MAP OR THE SURREVILLANDS.

NAME BY SUSAN DELL'OSSO PRESIDENT DATE

TRUSTEE'S STATEMENT

RECORDED SEPTEI OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEC, UNDER THE DEED OF TRUST RECORDED SEPTEMBER 19, 2024, AS DOCUMENT NUMBER 2024-078836, OFFICIAL RECORDS OF SAN

DATED THIS BY: NAME: DAY OF 2025.

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERHES ONLY THE IDENTITY OF THE INDIVIDUAL MAY SORKED THE DOCUMENT TO MHICH THIS CRETIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

ON ANDIENT PUBLIC, RESONALLY APPEARD,
A NOTIFY PUBLIC, RESONALLY APPEARD,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EMBENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSISHED TO THE WITHIN NORTHWENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THER SONATHERS) ON THE RESTRUMENT THE PERSON(S), AND THE STRUMENT THE PERSON(S), AS THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE NORTHWENT.

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

HAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:
ANY COMMISSION NUMBER:
ANY COMMISSION EXPIRES:

WITNESS MY HAND:

RIVER ISLANDS - PHASE 2 VILLAGE 21 UNIT 2 **RACT 4263**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF THE TWO DESIGNATED REMAINDER PARCELS OF TRACT 4219 (44 M&P 104), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JANUARY 2025

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CITY CLERK'S STATEMENT

I (REESA VARGAS, OTY CERR AND CLEW OF THE OTY COLVICIL OF THE CITY OF KATHGOP, STATE OF CALFORNA, DO HERREY STATE THAT THE HERREN EMBODED WAP ENTIRED TRACT 4283, RIVER OF SLAWS-PHASE Z, MILAZ Z, DINI Z, PHALL MAPT, DITY OF LATHROP, COLLIDORNA, COMSSINING OF SIZE IS, THE STATEMENT WAS PRESENTED TO SAID CITY OLIVIOLE, DO SECTIS, THE STATEMENT WAS PRESENTED TO SAID CITY CAUNCIL, DO THE COLVICIL, DAY OF THE COLVICIL OF THE COLVICI

ALSO, PURSUANT TO SECTION 66434(6) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HERBY ABAJOON THE NON-EXCLUSIVE PUBLIC UTILITY EXSURBIT (P.U.E.) FOR PUBLIC UTILITY EXSURBIT (P.U.E.) FOR PUBLIC UNPROCESS DEDICATED PER TRACT 4205 FINAL MAP RECORDED ARRIE 42, 2024, M BOX 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CRETIFICATE YEBRES ONLY THE DENTITY OF THE MONORULA MY SOROED THE DOCUMENT TO WHICH THIS CRETIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALUITY OF THAT DOCUMENT

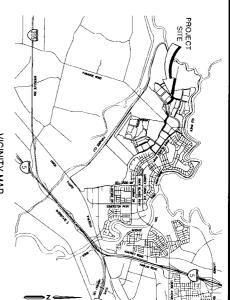
STATE OF CALIFORNIA (COUNTY OF SAN JOAQUIN)

ON THE BASIS OF SATISFACTORY EMBENZ TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO ME ON THE BASIS OF SATISFACTORY EMBENZ TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOMEDSED TO ME THAT HE /PSET/THES PERSON(ES) AND INSTRUMENT THE PERSON(S).

OR THE ENTITY UPON BEHAUF OF WHICH THE PERSON(S) ACIED, EXCUSTED THE INSTRUMENT.

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

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



VICINITY MAP

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

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

DATED THIS_ _ DAY OF 2025

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, BRAD R. LYMOR, HEEBY STATE THAT I, AM THE CITY EXEMBEER OF THE CITY OF LATHEORY AND THAT I HAVE EXAMINED THE THAT HAVE OF TREATY ORDS, WINCE 19 MING 72 MIN

DAY OF 2025.

DATED THIS.

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



RECORDER'S STATEMENT

FILED THIS _ OF MAPS AND PLATS, AT PAGE AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY

ASSISTANT/DEPUTY RECORDER

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

SHEET 읶 ത

CITY SURVEYOR'S STATEMENT

L DRRYA, A ALEXANDER HEREBY STAIE THAT I HAME EXAMPLED THIS FINAL, MAP OF "TRACT 4253, RIVER ISLANDS.—PHASE Z. MILAGE ZI UNIT 2 FINAL MAP", CITY OF LATHROP, CALFORNIA, AND I AM SATISFED THAT THIS FINAL MAP IS TECHNOALLY CORRECT.

_ 2025.



SURVEYOR'S STATEMENT

HIS MAP WAS PREPARED BY ME OR UNEER MY DIRECTION AND IS BASED DIPON A FELD SUPPLY NI CONFORMACE WITH THE REQUIREMENTS OF THE SUBBRYSIAN MAP ACT AND LOCAL CROWNING. AT THE REQUIEST OF CALIFIA, LLC, ON HONEMER 1, 2024, HEREBY SIATE ALL THE MANUSHEST ARE OF THE CHARACTER AND OCCUPY THE POSITIONS NIGHTED OF HATH THEY MILL BE SUFFICIENT OF DAMBLE HIS SURPRY TO BE RETRACED, AND THAT THEY MALL BY SUBSTANTIBALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENTATIVE MAP.

DYLAN		DATED
DYLAN CRAWFORD, P.L.S. NO 7788		콩
J.LS. N		
10 7788		DAY OF
		2025.
#IS ¥PR	OF COLUMN)

TA * HOY 3 VALL

- THE RIGHT TO LARM STATULING.

 PER CITY OF LAHROP MUNIOPAL CODE OF GROUNANCES, TITLE 15, CHAPTER 15,48,0A, THE CITY OF LATHROP PRINCIPAL CONDUCTION AGRICULTURAL PREPARATIONS WITHIN THE CITY LIMITS, INCLUDING PROPERTY COMPOUNDED THAT THE CONTROL FERTILIZESS. AND RESIDENCES FOR PERSONAL PROPERTY OF THE CAPTURE OF AGRICULTURAL LANGS AND DESIDENCES AND FIRM OTHER AGRICULTURAL LANGS AND DEFENDINGS. TOWN AND THE CONTROL PROPERTY OF AGRICULTURAL MATERIAL PROPERTY LANGS AND FERSION AGRICULTURAL LANGS AND DEFENDINGS. AND FRANCE THE CONTROL PROPERTY LANGS AND FERSION AGRICULTURAL LANGS AND FERSION AND THE CONTROL PROPERTY LANGS AND FERSION AGRICULTURAL AGRICULTURAL LANGS AND FERSION AGRICULTURAL LANGS AGRICULTURA
- TROCT 408, RIKER ISLANDS PHASE 2, PULAGE 21 UNIT 2 FINAL MAP, CONTAINS 21 RESIDENTIAL LOTS WITH A TOTAL OF 2,334 Addes, More or less, as shown on this final map (please reter to the area Table below):

CENTERLINE

_	
LOTS 1 THROUGH 21	TRACT 4263 AREA S
2.331 AC	SUMMARY

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023713-LR (VERSION 1), DATED JANUARY 9, 2025, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

SIGNATURE OMISSIONS

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

RECLAND SLANDS LAND COMPANY, RESERVATION FOR DIL CAS, MINERALS, AND OTHER HYDROCARRON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2007-01046777, S.J.C.R.

EASEMENT ABANDONMENT NOTE

THE FOLLOWING EASILIENT IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATULINT ON SHEET IT.

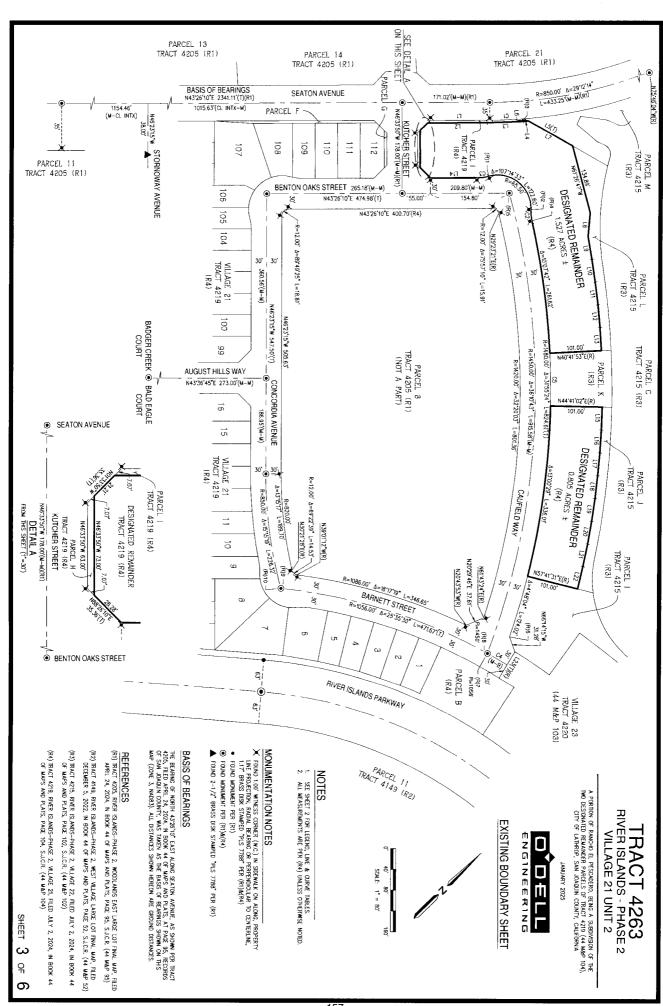
THE KINN-EXCLUSIVE PUBLIC UPULITY EASEMENT (P.U.E.) FOR PUBLIC PURPOSES DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 56, OFFICIAL RECORDES OF SAN JOAQUIN COUNTY, MITHIN THE DESIGNATED REMAINDER PARCELS OF TRACT 4219

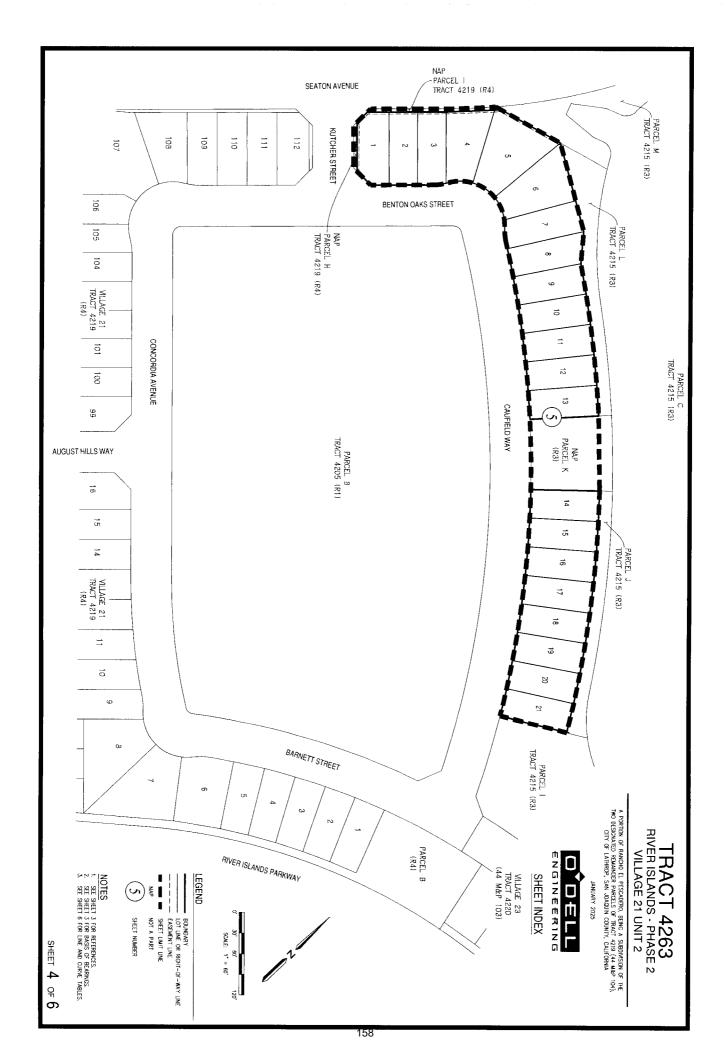
LEGEND	
200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1)- SEE REFERENCE UST ON SHEET 3
(N-K)	MONUMENT TO MONUMENT
(M-B)	MONUMENT TO BOUNDARY
(M-CL INTX)	MONUMENT TO CENTERLINE INTERSECTION
Э	TOTAL
æ	RADIAL BEARING
P.U.E.	PUBLIC UTILITY EASEMENT
3.8	WALL EASEMENT
rı/cı	LINE, CURVE
	BOUNDARY
	LOT LINE OR RIGHT-OF-WAY LINE
!!!!	FASFMENT LINE

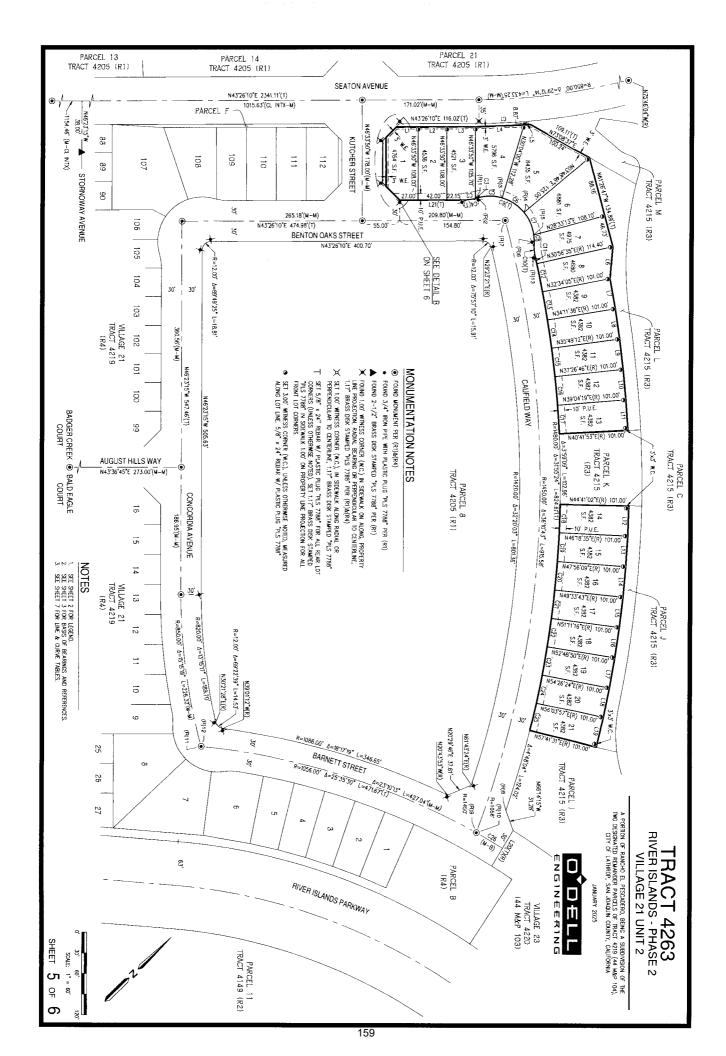
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF THE TWO DESIGNATED REMAINDER PARCELS OF TRACT 4219 (44 M&P 104), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA **RIVER ISLANDS - PHASE 2** VILLAGE 21 UNIT 2 サンの12中中カ12の **RACT 4263** JANUARY 2025

LINE AND CURVE TABLES FOR SHEET 3 ONLY

L23	L22	73	L20	L19	L18	L17	<u></u>	퓽	14	13	L12	Ξ	등	6	8	7	6	5	7	됴	12	<u></u>	돔	
N14'58'04"W	N33°07'16"W	N34'44'49"W	N36'22'23"₩	N37'59'57"W	N39'37'30"W	N4115'04"W	N42'52'38"W	N44'30'11"W	N43'26'10"E	N50'06'54"W	N51.44.28.W	N53'22'01"W	N54'59'35"W	N56'37'09"W	N41"40"29"W	N73'08'37"E	N73'08'37"E	N73'08'37"E	N38'52'22"E	N41'27'13"E	N43'26'10*E	N43'26'10"E	DIRECTION	LINE TABLE
60.00	44.87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	91.15	44.87	44.87	44.87	44.87	44.87	46.98	100.24	B.87*	109.11	9.25	71.26	116,00	116.02	LENGTH	
		_						_									-							
(R)10	(R)9	(R)8	(R)7	(R)6	(R)5	(B)4	(£)	(F)	2	TIME *	HADIA!	2						ន	2	ឧ	ន	2	CURVE	
N40°33'34"W	N28°21'26"E	N64°16'06"E	N17°23'21"W	N62°29'35"E	N28°05'23"E	N30°34'11'E	N50°57'08"W	N45-14-39-E	NO 1.09 04 AA	DIATE CHOICE	HADIAL BEAHINGS							1480.00	1056.00	87.00	B7.00	885.00	RADIUS	CURVE
ŧ	m	, mi	Š	l m	m	m	1 8	ī	1 2	: 2	2 0	<u>'</u>						3.29,00	2'25'17"	15'26'05"	14'40'28"	4'23'18"	DELTA	TABLE
																		102.96	44.63	23.44	22.28'	67.78	LENGTH	







LINE AND CURVE TABLES FOR SHEET 5 ONLY

	LINE TABLE			CURVE	CURVE TABLE			RADIA	RADIAL BEARINGS
CNE *	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH		E NE	DIRECTION
ū	N43°26'10"E	32.00	Ç	885.00"	4°23'18"	67.78'		(₽)	N59°45'20"W
12	N43°26'10"E	42.00	22	87.00	13"11"31"	20.03		(A)2	N61°59'54"W
ធ	N43°26'10"E	42.00	ន	87.00	2°14'34"	3.41"		(A)3	N30°04'06"W
7	N41°27'13"E	71.26	2	87.00	15°26'05"	23.44		R	N3°48'35"E
5	N38°52'22"E	9.25	 CS	65.50	31°55'49"	36.50		D .	Nonenningin
6	N41°40'29"W	46.98	90	65.50	33°52'41"	38.73	,		100 0000
ני	M.60.22,95N	44.87	C7	65 50'	32°07'23"	36.72		(I)	N45°14'39"E
18	M.98.65.95N	44.87	Cg	65.50	9°18'41"	10.64	_	(H)7	N28°05'23"E
ا وا	M.10.22.65N	44.87	3	65.50	107°14'33"	122.60		(A)8	N62°29'35"E
L10	N51°44'28"W	44.87	C10	87 00'	14°40'28"	22.28		(A)9	N64°16'06"E
Ξ	N50°06'54"W	44.87	011	1480.00	0°22'24"	9.64		(R)10	N17°23'21"W
L12	N44°30'11"W	44.87	C12	1480.00	1°37'30"	41.98		(R)	N40°33'34"W
13	N42°52'38"W	44.87	C13	1480.00	1°37'34"	42.00		(R)12	N28°21'26"E
174	N41°15'04°W	44.87	014	1480.00	1°37'34"	42.00"		(R)13	N30°34'11"E
L15	N39°37'30"W	44 87	C15	1480.00	1°37'34"	42.00"	,		
L16	W-25.65.2EN	44.87	 C16	1480.00	1°37'34"	42.00"			
L17	N36°22'23"W	44.87	017	1480.00	1027:34"	42.00"			
L18	N34°44'49"W	44.87	C18	1480.00	1°37'34"	42.00"			
L19	N33°07'16"W	44.87	 C19	1480.00	1°37'34"	42.00"			
L20	N14°58'04"W	60.00	C20	1480.00	PE.2E.01	42.00*			
121	N43°26'10"E	91.15	C21	1480.00	1°37'34"	42.00"			
			C22	1480.00	1°37'34"	42.00"			
			C23	1480.00	1°37'34"	42.00"			
			C24	1480,00	1°37'34"	42.00"			
			C25	1480.00	1°37'34"	42.00"			
			C26	1056,00	2°25'17"	44.63			

PARCEL I TRACT 4219 (R4)

SEATON AVENUE

KUTCHER STREET

DETAIL B FROM SHEET 5 (1"=30")

₩ N46'33'50"W 63.00"

PARCEL H
TRACT 4219 (R4)

NOTES

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



JANUARY 2025

TRACT 4263
RIVER ISLANDS - PHASE 2
VILLAGE 21 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF THE TWO DESIGNATED REMAINDER PARCELS OF TRACT 4219 (44 MAP 104), OITY OF LATHROP, SAN JOAQUIN COUNTY, CALFORNIA

SHEET 6 OF 6

EXHIBIT "B"

TRACT 4263 VILLAGE 21 UNIT 2 AREA

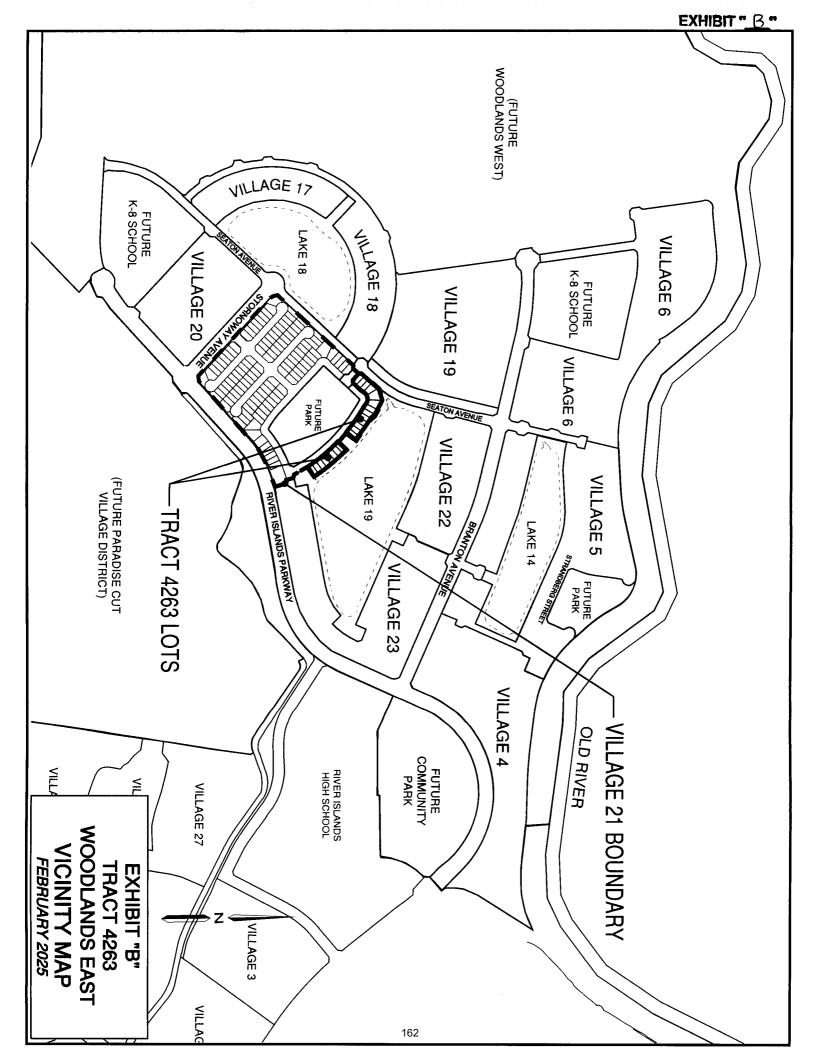


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2025

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER License # 0C36861 Los Angeles-Alliant Insurance Services, Inc. PHONE (A/C, No, Ext): FAX (A/C, No): 333 S Hope St Ste 3700 Los Angeles, CA 90071 E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: United Specialty Insurance Company 12537 INSURED River Islands Development Area 3, LLC INSURER C: 73 W. Stewart Rd. INSURER D : Lathrop, CA 95330 INSURER E INSURER F : **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY EFF POLICY EXP **TYPE OF INSURANCE POLICY NUMBER** LIMITS LTR X COMMERCIAL GENERAL LIABILITY 2,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence CLAIMS-MADE X OCCUR 50,000 X ATN2418343P 3/19/2024 3/19/2027 MED EXP (Any one person) 1.000.000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2.000.000 POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS **BODILY INJURY (Per accident)** HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY **UMBRELLA LIAB OCCUR** EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents. 30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium **CERTIFICATE HOLDER CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN City of Lathrop ACCORDANCE WITH THE POLICY PROVISIONS. 390 Towne Center Drive Lathrop, CA 95330 **AUTHORIZED REPRESENTATIVE**

POLICY NUMBER: ATN2418343P

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
 - 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- 2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - **b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. VEN 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;
 - (ii) would not seek contribution from any other insurance available to the additional insured.

or

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

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

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

Policy: ATN2418343P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

SCHEDULE Name and Address of Other Person/Organization

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

Number of Days Notice

30

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

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

March 17, 2025

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 4263; Escrow No. 1214023713

Dear Lori:

This letter constitutes the joint escrow instructions ("*Escrow Instructions*") of River Islands Development Area 3, LLC, a Delaware limited liability company ("*RIDA3*") 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 RIDA3 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, 2025, at the time designated in writing by RIDA3, subject to satisfaction of the conditions set forth below (each a "Closing"). If the Final Map has not been recorded by December 31, 2025, ORTC will return the Final Map to the City.

B. <u>Documents to be Delivered and Recordation Document</u>

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIDA3 for recordation in the Official Records of San Joaquin County, California ("Official Records").

B.1. One original Final Map for Tract 4263, executed and acknowledged by the City (provided to title by City).

The document listed in Items B.1 above is referred to as the "**Recordation Document**." The Recordation Document shall be recorded in the order referred to above. The date on which the Recordation Document is recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

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

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

• 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 \$8,797.19, 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 2.331 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. Closing Requirements

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

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

E. Closing Process and Priorities

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

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

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

E.4. Refund any funds delivered to you by RIDA3 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 3, 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>), Stephanie Rosillo-Silva (<u>srosillo@ci.lathrop.ca.us</u>), Monica Garcia (<u>mgarcia@ci.lathrop.ca.us</u>), Teresa Vargas (<u>tvargas@ci.lathrop.ca.us</u>), Sarah Pimentel (<u>spimentel@ci.lathrop.ca.us</u>), and Jose Molina (<u>JMolina@sigov.org</u>) of the completion of the Transaction;
- E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development Area 3, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:
 - (A) a certified copy of the Recordation Document, showing all recording information of the Recordation Document; and
 - (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

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

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

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA3 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 RIDA3 and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Re	public Title Comp	any	
By: Its: Date:			

OWNER'S STATEMENT

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A NON-EXCUSIVE EXSURN TO THE OTY OF LAIMOD TOOSTHEW WITH THE ROUT TO CONSTRUCT, RECONSTRUCT, AND HARD AND THE ABOUNT OF SAME A SMES CAMES, A ROUGHOUS OF AN ORES, AND CAMES AND

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS FINAL MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIONED MAY HAVE WITHIN THE DISTINCTIVE BORDER LIPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF A NON-EXCUSIVE EXEMENT TO THE CITY OF LAHROP, TORETHER WITH THE RIGHT TO CONSTRUCT, RECORD AND LANGITUM, THE SONON, WALLS UPON AND OVER THE STRIPS OF LAND AS SHOWN ON THIS TRAIL MAP DESIGNATED AS "ME." (WALL EXEMENT)

OWER NURSIS TO SUBDIVISE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL PERMANN ROPITS OR OTHER WITE NITERSTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREN APPENDENTAL OF BEATHING TO THE LANDS, WHETHER SUCH WATER ROPITS SHALL BE REPARAN, DOESN'NE, DECEMBER, PERCOLATING, PRESCRIPTIKE, ADMINISTRED, STATUDINY OR COMPRACTUAL OWNER DOESN'NE THE RECORRATION OF THIS MAP TO SERT HE EPAMANN ROHTS OF THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARES OF THIS MAP OR THE SUBJECT LANDS WITHIN THE EDIMONARY PROPERTIES.

NAME: OWNER: RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY

TRUSTEE'S STATEMENT
OUR REPUBLIC THE CHAPARY A CAUTORNA CORPORATION, AS TRUSTIE, UNDER THE DEED OF TRUST RECORDS SEPTIMBER 19, 2024, AS DOCUMENT NUMBER 2024-079836, OFFICIAL RECORDS OF SAN JOACHIN COUNT.

DATED THIS BY:
NAME:
ITS: DAY OF 2025.

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE, VERIFES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SCHEED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTH-PULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

WITNESS MY HAND:

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

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

RIVER ISLANDS - PHASE 2 VILLAGE 21 UNIT 2 **TRACT 4263**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF THE TWO DESIGNATED REMAINDER PARCELS OF TRACT 4219 (44 M&P 104), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JANUARY 2025

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CITY CLERK'S STATEMENT

I TERESA VARGAS, OTY GLEIK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALFFORMA, DO HEREBY STATE HAT THE HEREK BABODED MAP ENTILLD TRACT 42SL, RIVER SLANDS-PHASE Z, ALLAGE Z UNI Z FAMAL MAP, TON OF LATHROP, CAUFORMA, DONSSTINK OF SX (6) SHEETS, THIS STATEMENT WAS PRESENTED TO SAD CITY COUNCIL, AS PROVIDED BY LAW, TA METING THEREOFOR BY REQUITION NO.

1 PRESENDED TO AND OFF COUNCIL DID THE COUNCIL AS PROVIDED BY LAW, TA METING THEREOFOR BY REQUITION NO.

1 PRESENDED TO AND THE COUNCIL DID THE RECORDATION, AND ACCEPTED ON BEALT OF THE CITY OF CLATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC CUITY CASSEDING ON BEALT OF THE OTHER CASSANCTIS (BLE), AND THE DEDICATION OF GROUND WATER RIGHTS, AS SHOWN ON SAD THALL MAP SUBJECT TO THE MIPROCREASING BING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL COORE.

ALSO, PURSUANT TO SECTION 6654(6) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES THE REPLY ARADINE HE NON-EXCLUSIVE PUBLIC UILLITY EASSERVI (P.U.E.) FOR PUBLIC DEPROSESS DEDICATED PER TRACT 4205 FINAL MAP RECORDED ARRIVE 42, 2024, H. BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAGUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPETING THIS CHEFFICATE VERRIES ONLY THE IDENTITY OF THE NORMOULA MIND SINES THE DOCUMENT TO MIND THIS ESTRICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCIRACT, OF VALIDITY OF THAT DOCUMENT

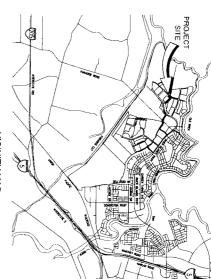
STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

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

WITNESS MY HAND:

Y COMMISSION EXPIRES: (PRINT

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



VICINITY MAP

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

DATED THIS DAY OF 2025

172

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I BRADE I MADOR HEEREY STATE THAT I AM THE CITY DEMONSTER OF THE CITY OF LATHERON AND THAT I HAVE EXAMENDED THIS FINAL MADE OF TREATO POSS, DIKER IS ANDSO-PAINES 2, MLAGE 21 MINT 27 CITY OF LATHERON CALIFORNIA, AND THAT THE SIBBINISTIN SHOWN HEERON IS SUBSTANTIALLY THE SAME IS IT THE APPRAISED ON THE SECRIFIC STATEMED AND THAT I THE SIBBINIST MERCON THE CONTROL OF THE CONTROL STATEMENT OF THE CONTROL OF THE



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

DATED THIS_

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RECORDER'S STATEMENT

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SHEET

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

ASSISTANT/DEPUTY RECORDER

CITY SURVEYOR'S STATEMENT

LORRIN, A AEXANDER, HEREDY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4283, RIVER SLANDS — PARE Z, MILLOR LIGHT 2 FINAL MAP," OTY OF LATHERP, CALFORNIA, AND I AM SATISTIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT

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

THIS MAP WAS PREPARED BY ME OR DURER MY DIRECTION AND IS BASED DIPPN A FEED SHIPLY NO ROMANING TO THE REDIFFICATION OF THE PROPERTY NO CHROCHARGE WITH THE REDIFFICATION OF THE PROPERTY NO CHARGE AND COLUMN OF THE POSTIONS DEPORT TO GENERAL THE MAP WASHING THE POSTION OF THAT THEY ME WASHING THE POSTION OF THE POSTION OF THAT THEY ME WASHING THE POSTION OF THE POST

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- LATHROP ... THE RELANDS PHASE Z. WILAGE ZI UNIT 2 FINAL MAP, CONTAINS 21 RESIDENTIAL LOTS WITH A TOTAL OF 2.331 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE RETER TO THE AREA TABLE BELOW).

1075 1 TUBOLICU 21	TRACT 4263 AREA SUMMARY
3 77 40	SUMMARY

BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023713-LR (VERSION 1), DATED JANUARY 9, 2025, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

SIGNATURE OMISSIONS

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

RECLAUED 'SLANDS LAND COMPANY, RESERVATION FOR DIL, GAS, MINERALS, AND DIHER HYDROCARBON SUBSTANCES LYING BILOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01045777, S.J.C.R.

EASEMENT ABANDONMENT NOTE

THE FOLLOWING EASTMENT IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

THE NON-EXCLUSIVE PUBLIC LITTUTY EASTMENT (P.U.E.) FOR PUBLIC PURPOSES BEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 8, OFTOICAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE DESIDNATED REMANDER PARCELS OF TRACT 4219.

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N56'37'09"₩

44.87

LB N41"40"29"W 46.98"

۲7

N73'08'37"E 100.24'

L6 N73'08'37"E

N73'08'37"E N38'52'22"E N41'27'13"E N43'26'10"E N43'26'10"E DIRECTION LINE TABLE

112

L11 N53'22'01"W

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDINSION OF THE TWO DESIGNATED REMAINDER PARCELS OF TRACT 4219 (44 MAP 104), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA **RIVER ISLANDS - PHASE** VILLAGE 21 UNIT 2 カスの1とかかな1との ロモレト JANUARY 2025 N

TRACT 4263

LINE AND CURVE TABLES FOR SHEET 3 ONLY

LENGTH CLIPKE RADIUS DELTA LENGTH 116.027 C.1 885.00 42318* 67.78* 116.007 C.2 87.00 144078* 22.28* 71.26* C.3 87.00 1526'05* 23.44* 9.25* C.4 1056.00 275'17* 44.63* 109.11* C.5 1480.00 359'05* 102.96*			CURV	CURVE TABLE	
C1 885.00 42318* C2 87.00 144028* C3 87.00 1526'05* C4 1056.00 2755'17* C5 1480.00 359'08*	LENGTH	CURVE	RADIUS	DELTA	LENGTH
C2 87.00 1440/28* C3 87.00 1526/05* C4 1056.00 2755/17* C5 1480.00 359/08*	116.02	Ω	885.00	4.23,18.	67.78
C3 87.00 1526'05" C4 1056.00 2725'17" C5 1480.00 3759'09"	116.00'	22	87.00	14'40'28"	22.28
C4 1056.00 275'17" C5 1480.00 3'59'09"	71.26	C.3	87.00	15'26'05"	23.44
C5 1480.00 3'59'09"	9.25	C4	1056.00	2'25'17"	44.63
8.87	109.11*	S	1480.00	3'59'09"	102.96
	8.87				

60.00'	44.87	44.87	44.87	44.87	44.87	44.87	44.87	44.87	91.15	44.87	44.87	44.87	44.87
(R)10	(A)9	(A)8	(R)7	(R)6	(R)5	(R)4	(R)3	(H)2	<u> </u>	CINE *	RADI		
N40°33'347W	N28°21'26"E	N64°16'06"E	N17°23'21"W	N62°29'35"E	N28°05'23"E	N30°34'11"E	N50°57'08'W	N45°14'39"E	N61"59'54"W	DIRECTION	RADIAL BEARINGS		
	L	1		<u> </u>		<u> </u>							

55 L13

N44'30'11"W

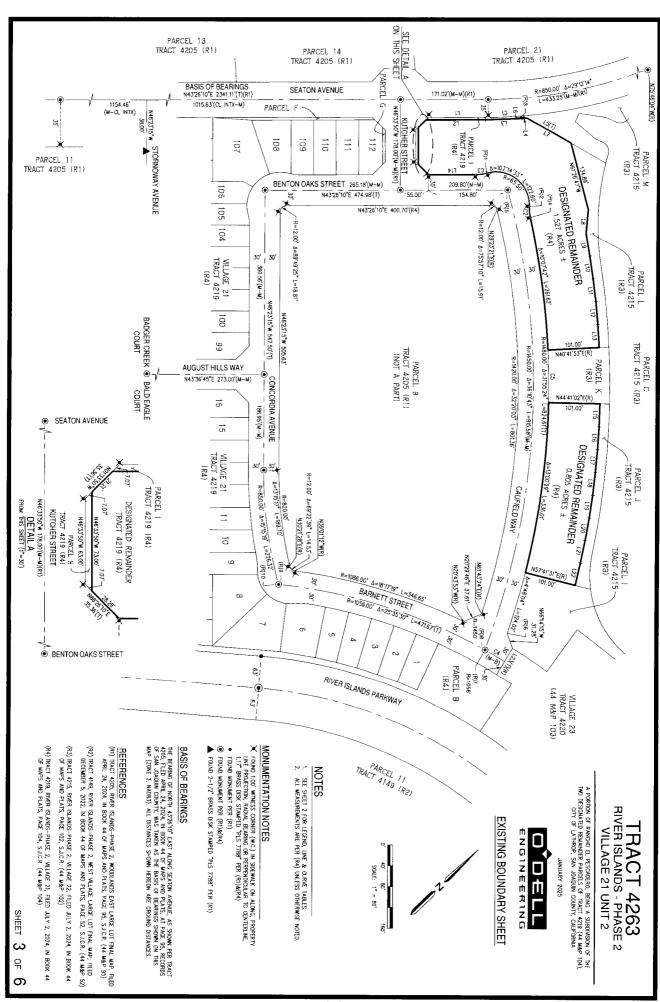
N43'26'10"E N50'06'54"\ N51'44'28"W

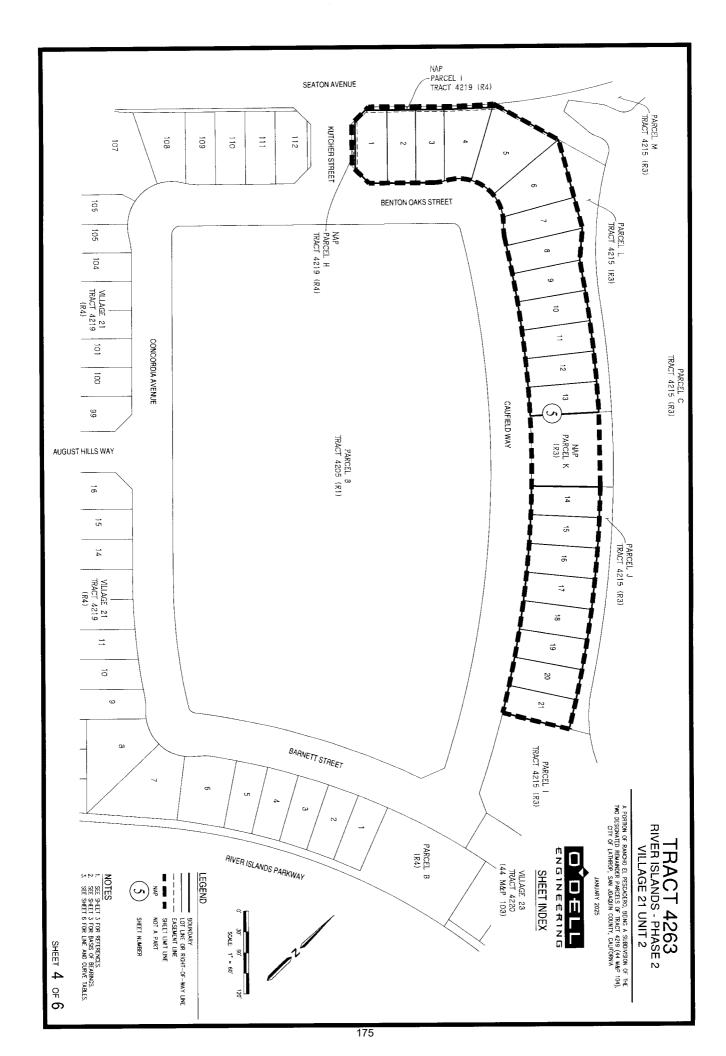
<u>7</u> L20

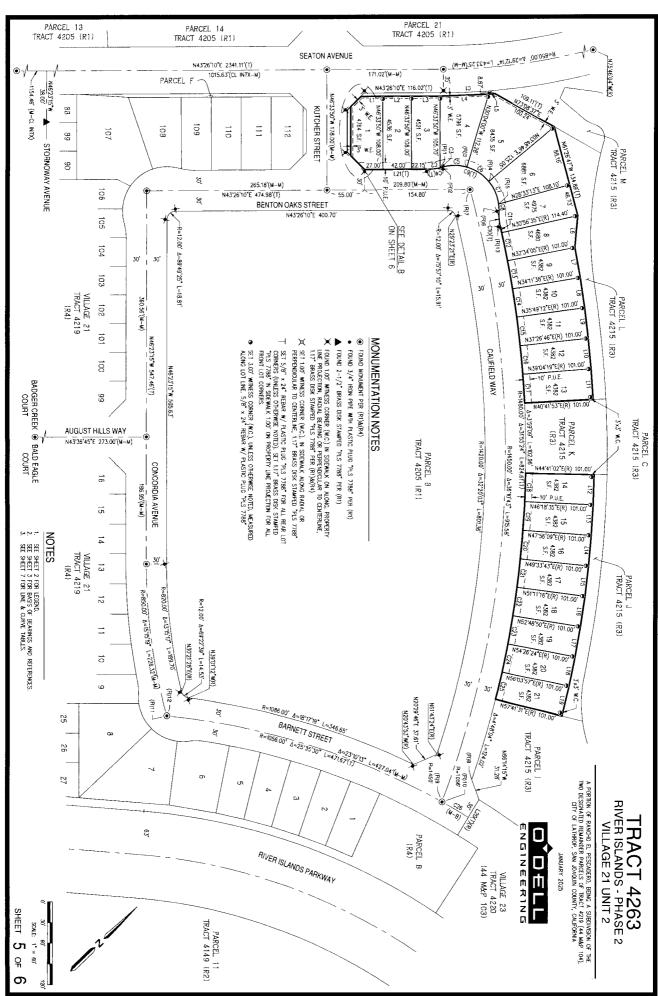
N34'44'49"W N36'22'23"W L19 N37'59'57"W L18 N39'37'30"W L17 N4175'04"W L16 N42'52'38"W

L23 N14'58'D4"W

N330716"W







LINE AND CURVE TABLES FOR SHEET 5 ONLY

C26	C25	C24	C23	C22	N43°26'10"E 91.15' C21	N14°58'04"W 60.00' C20	L19 N33°07'16"W 44.87 C19	N3d°44'49"W 44.87" C18	L17 N36"22'23"W 44.87" C17		N37°59'57"W	N37°59'57"W 44.87	N41°1504'W 44.87 N39°37'30'W 44.87 N37°59'37'W 44.87	N2°5238"W 44.87 N41°1504"W 44.87 N39°37"30"W 44.87 N37°5957"W 44.87	N4430117W 4487 N4252387W 4487 N4115047W 4487 N39537507W 4487 N3759577W 4487	N50'0854'W 4487 N44'3011'W 4487 N42'5238'W 4487 N41'1504'W 4487 N39'37'30'W 4487 N39'37'30'W 4487	N574428'W 4487 N5070854'W 4487 N4473011'W 4487 N4275238'W 4487 N4171504'W 4487 N377575'W 4487 N377593''W 4487	N59'2201'W 4487 N51'4428'W 4487 N50'0554'W 4487 N40'051'W 4487 N42'5238'W 4487 N49'3750'W 4487 N39'3750'W 4487 N39'3750'W 4487	N54°5935'W 4487 N59°2201'W 4487 N59°2201'W 4487 N50°0554'W 4487 N40°05054'W 4487 N40°5071'W 4487 N40°5238'W 4487 N40°5070'W 4487 N40°5070'W 4487 N40°5070'W 4487	N56°37'09'W 4487 N56°5935'W 4487 N59°270'W 4487 N50°054'W 4487 N40°0554'W 4487 N40°0554'W 4487 N40°5070'W 4487 N40°5070'W 4487 N40°5070'W 4487 N40°5070'W 4487 N40°5070'W 4487	N41*4029'W 46.98 N56*3709'W 44.87 N54*5935'W 44.87 N59*270'W 44.87 N51*428'W 44.87 N50*0554'W 44.87 N40*051'W 44.87 N40*5051'W 44.87 N40*5054'W 44.87 N40*50554'W 44.87 N40*505550'W 44.87 N40*50550'W 44.87 N40*50550'W 44.87	N89'5222'E 925' N41'40'29'W 45.98 N59'37'99'W 44.87' N59'3720'W 44.87' N59'320'W 44.87' N59'428'W 44.87' N49'320'W 44.87' N49'320'W 44.87' N49'37'90'W 44.87' N49'37'90'W 44.87' N49'37'90'W 44.87' N49'37'90'W 44.87'	N41°2713°E 71.26 N49°5222°E 9.25 N49°5222°E 9.25 N49°5222°E 9.25 N49°5220°W 44.87 N59°220°W 44.87 N59°220°W 44.87 N59°220°W 44.87 N49°5220°W 44.87 N49°5220°W 44.87 N49°5230°W 44.87 N49°5230°W 44.87 N49°5230°W 44.87	N43°26'10'E 42.00' N41°27'3'E 71.26' N41°27'3'E 9.25' N41°40'29'W 44.87' N54°5935'W 44.87' N55°2720'W 44.87' N55°2720'W 44.87' N40°5278'W 44.87' N40°5730'W 44.87' N40°5730'W 44.87' N40°5730'W 44.87' N40°5730'W 44.87' N40°5730'W 44.87'	N45°26'10'E 42.00' N43°26'10'E 42.00' N41°27'3'E 71.26' N41°27'27'E 9.25' N41°40'25'W 45.98' N55°327'0'W 44.87' N55°325'W 44.87' N55°220'I'W 44.87' N55°4428'W 44.87' N44°30'11'W 44.87' N44°30'11'W 44.87' N44°37'30'W 44.87' N49°37'30'W 44.87' N49°37'30'W 44.87'	N43°2810°E 32.00 N43°2810°E 42.00 N43°2810°E 42.00 N41°2810°E 9.28 N41°40'29'W 44.87 N41°40'29'W 44.87 N59°23'W 44.87 N59°2201'W 44.87 N59°2201'W 44.87 N41°40'59'W 44.87 N41°1504'W 44.87 N41°1504'W 44.87 N41°1504'W 44.87	# DIRECTION LENGTH N43°26*10*E 32.00* N43°26*10*E 42.00* N43°26*10*E 71.26* N43°272*E 9.25* N41°4029*W 45.98* N56°3709*W 44.87* N56°3709*W 44.87* N59°2701*W 44.87* N59°2701*W 44.87* N59°2701*W 44.87* N44°3011*W 44.87* N44°3011*W 44.87* N44°3701*W 44.87* N44°3701*W 44.87* N49°3700*W 44.87*
	C25 1480.00°	C24 1480.00	C23 1480.00	C22 1480.00°	C21 1480.00	C20 1480 00	C19 1480.00	C18 1480.00	L	017 1480 00:																	
+	00' 1°37'34"	00' 1°37'94"	00' 1°37'34"	00' 1°37'34"	00' 1°37'34"	00' 1°37'34"	00" 1°37'34"	00' 1°37'34"	00' 1°37'34'		00' 1°37'34"	1-1-	1-1-1-1	 	 			 - - - - - - - - - -	 - - - - - - - - - -	 	 	 	 	 	 	 	
+	42.00"	42.00'	42.00	42.00	42.00	42.00	42.00	42.00"	42.00	_	42.00	+						 	 	 							
					Ll			1					(A)13	(R)12	(R)11 (R)12	(A)10 (A)11 (A)12	(A)11 (B)11 (B)11	(A)11 (B)12 (B)13	(A)(C)(C)(A)(C)(C)(C)(A)(C)(C)(C)(C)(C)(C)(C)(C)(C)(C)(C)(C)(C)	(R)12 (R)12 (R)13 (R)13	(A)	(A)	(A)12 (A)12 (A)13 (A)14 (A)16 (A)16 (A)17	(A)	(A)	(A)2 (A)2 (A)2 (A)2 (A)2 (A)2 (A)2 (A)2	
													N30°34'11"E														

PARCEL I TRACT 4219 (R4)

10' P.U.E.—

SEATON AVENUE

KUTCHER STREET

FARCEL H
TRACT 4219 (R4)

DETAIL B FROM SHEET 5 (1"=30")

₩ N46'33'50"W 63.00'

NOTES

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



A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF THE TWO DESIGNATEO REMAINDER PARCELS OF TRACT 4219 (44 M&P 104), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JANUARY 2025

TRACT 4263
RIVER ISLANDS - PHASE 2
VILLAGE 21 UNIT 2

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CITY MANAGER'S REPORT MARCH 17, 2025 CITY COUNCIL SPECIAL MEETING

ITEM: ACCEPT TRAFFIC SIGNALS ASSOCIATED WITH

ENCROACHMENT PERMIT NOS. 23-93 AND 24-33

FROM RIVER ISLANDS

RECOMMENDATION: Adopt Resolution to Accept Traffic Signals

Associated with Encroachment Permit Nos. 23-93

and 24-33 from River Islands

SUMMARY:

River Islands Development, LLC and River Islands Construction, LLC (hereinafter collectively referred to as "River Islands") have completed the construction of the public improvements identified in the GASB 34 Reports included as Attachment "C", which were completed under Encroachment Permits (EP) 23-93 and 24-33.

Staff has inspected the improvements listed in Attachment "C," and the City Engineer has deemed the work complete and in compliance with the approved plans and specifications. River Islands has provided a one-year warranty bond equal to 10% of the completed construction costs, along with lien releases for the improvements proposed for acceptance. A vicinity map of these improvements is included as Attachment "B".

Staff recommends City Council accept the public improvements listed in Attachment "C" by Resolution, included as Attachment "A".

BACKGROUND:

Pursuant to the Development Agreement for the River Islands Development, River Islands is required to install specific traffic infrastructure improvements as needed to support the growing development area. The traffic signal installations associated with this acceptance were completed under EP 23-93 and EP 24-33.

Staff has inspected the improvements listed in Attachment "C," and the City Engineer has deemed them complete and in compliance with the approved plans and specifications.

River Islands has submitted a one-year warranty bond equal to 10% of the completed construction costs, along with lien releases for the improvements proposed for acceptance. Upon acceptance, the performance bonds and labor & material bonds will be released and replaced with the warranty bond. The bonds associated with the improvements proposed for acceptance are detailed in Table 1 below:

CITY MANAGER'S REPORT PAGE 2 MARCH 17, 2025 CITY COUNCIL SPECIAL MEETING ACCEPT TRAFFIC SIGNALS ASSOCIATED WITH ENCROACHMENT PERMIT NOS. 23-93 AND 24-33 FROM RIVER ISLANDS

Table 1

Project Type and Location	Encroachment Permit No.	Performance Bond Number/Value	Labor and Material Bond/Value	Warranty Bond Number/Value
Traffic Signal at River Islands Parkway and Somerston	EP23-93	0799687 \$1,100,000	N/A	0844454-M \$491,742.69
Traffic Signal at River Islands Parkway and Dell'Osso	EP23-93	0799687 \$1,100,000	N/A	0844454-M \$491,742.69
Traffic Signal at River Islands Parkway and Sidwell	EP24-33	0844454 \$4,265,904.76	0844454 \$2,132,952.38	0844454-M \$491,742.69
Traffic Signal at River Islands Parkway and Callerton/Wylin	EP24-33	0844454 \$4,265,904.76	0844454 \$2,132,952.38	0844454-M \$491,742.69
Traffic Signal at River Islands Parkway and Roll Tide/Enneking	EP24-33	0844454 \$4,265,904.76	0844454 \$2,132,952.38	0844454-M \$491,742.69
Traffic Signal at River Islands Parkway and Riptide/Walera	EP24-33	0844454 \$4,265,904.76	0844454 \$2,132,952.38	0844454-M \$491,742.69
Hybrid Traffic Signal at Callerton and Scott Edwards/Winton	EP24-33	0844454 \$4,265,904.76	0844454 \$2,132,952.38	0844454-M \$491,742.69
Hybrid Traffic Signal at Callerton and Haverhill	EP24-33	0844454 \$4,265,904.76	0844454 \$2,132,952.38	0844454-M \$491,742.69

CITY MANAGER'S REPORT PAGE 3
MARCH 17, 2025 CITY COUNCIL SPECIAL MEETING
ACCEPT TRAFFIC SIGNALS ASSOCIATED WITH ENCROACHMENT PERMIT
NOS. 23-93 AND 24-33 FROM RIVER ISLANDS

REASON FOR RECOMMENDATION:

Staff has inspected the improvements listed in the GASB 34 Reports and has confirmed that they have been completed in accordance with City specifications.

River Islands has provided unconditional lien releases and a one-year maintenance bond for the completed improvements. Staff recommends that the City Council accept the public improvements listed in Attachment "C."

FISCAL IMPACT:

The City's maintenance costs will increase to maintain the accepted improvements. The warranty bond will cover any repairs or replacements due to defective materials or workmanship required during the one-year period beginning with this acceptance.

The City's Service Maintenance Community Facilities Districts (CFD) 2013-1 and 2023-1 have been established to fund City maintenance and operating costs within River Islands.

ATTACHMENTS:

- A. Resolution to Accept Traffic Signals Associated with Encroachment Permit Nos. 23-93 and 24-33 from River Islands
- B. Vicinity Map
- C. GASB 34 Reports

CITY MANAGER'S REPORT PAGE 4 MARCH 17, 2025 CITY COUNCIL SPECIAL MEETING ACCEPT TRAFFIC SIGNALS ASSOCIATED WITH ENCROACHMENT PERMIT NOS. 23-93 AND 24-33 FROM RIVER ISLANDS

APPROVALS:	
M	3/4/25
Bellal Nabizadah Assistant Engineer	Date
Ba	<u>3/4/2025</u> Date
Brad/Taylor City Engineer	Date ,
136	3/6/2025
Thomas Hedegard Deputy City Manager	Date
	3.10.2025
Michael King Assistant City Manager	Date
5	7-4-2025
Salvador Navarrete City Attorney	Date
	3113.25
Stephen J. Salvatore	Date

City Manager

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT TRAFFIC SIGNALS ASSOCIATED WITH ENCROACHMENT PERMIT NOS. 23-93 AND 24-33 FROM RIVER ISLANDS

WHEREAS, pursuant to the Development Agreement for the River Islands Development, River Islands Development, LLC and River Islands Construction, LLC (hereinafter collectively referred to as "River Islands") is required to install specific traffic infrastructure improvements as needed to support the growing development area. The traffic signal installations associated with this acceptance were completed under Encroachment Permit (EP) 23-93 and EP 24-33; and

WHEREAS, staff has inspected the improvements listed in Attachment "C" to the City Manager's Report, and the City Engineer has deemed them complete and in compliance with the approved plans and specifications; and

WHEREAS, River Islands has submitted a one-year warranty bond equal to 10% of the completed construction costs, along with lien releases for the improvements proposed for acceptance. Upon acceptance, the performance bonds and labor & material bonds will be released and replaced with the warranty bond. The bonds associated with the improvements proposed for acceptance are detailed in Table 1 below:

Table 1

Project Type and Location	Encroachment Permit No.	Performance Bond Number/Value	Labor and Material Bond/Value	Warranty Bond Number/Value
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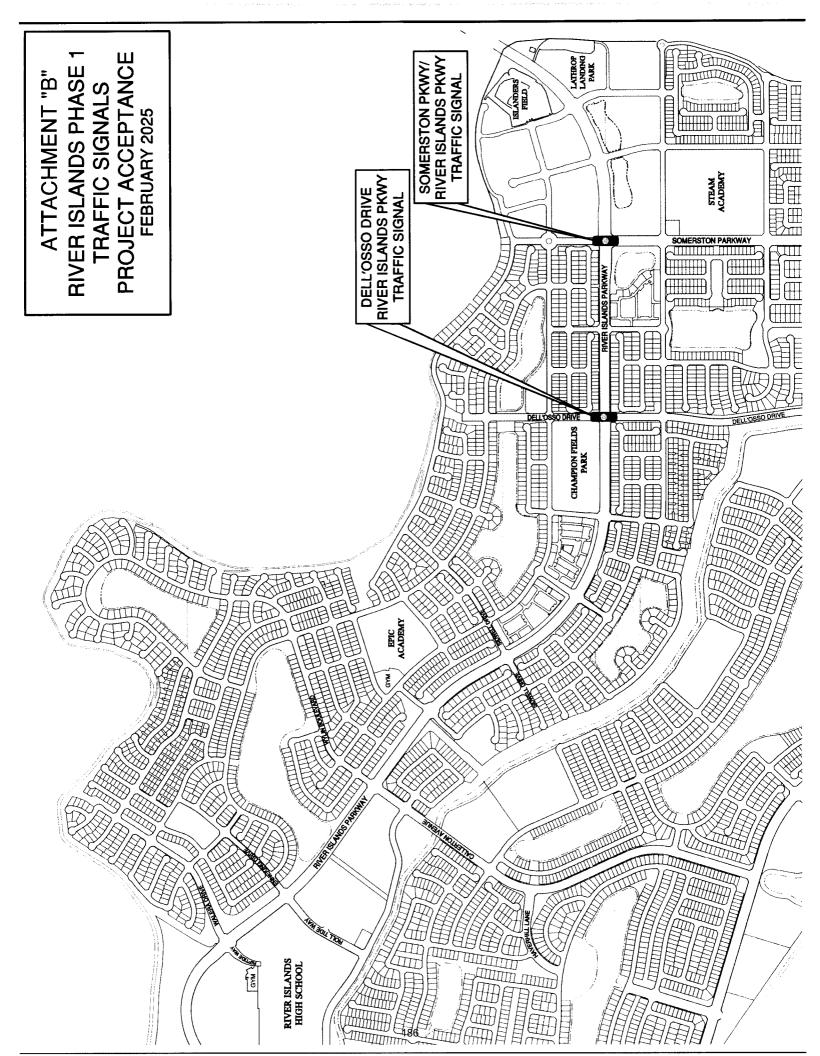
; and

WHEREAS, the City's maintenance costs will increase to maintain the accepted improvements. The warranty bond covers any repairs or replacements required due to defective materials or workmanship for the completed improvements that may become necessary during the one-year warranty period beginning with the date of acceptance. The City's Service Maintenance Community Facilities Districts (CFD) 2013-1 and 2023-1 have been established to fund City maintenance and operating costs within River Islands.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the improvements listed in Attachment "C" of the City Manager's Report that accompanied this Resolution.

Teresa Vargas City Clerk	Salvador Navarrete City Attorney
ATTEST:	APPROVED AS TO FORM:
	Paul Akinjo, Mayor
ABSENT:	
ABSTAIN:	
NOES:	
AYES:	

PASSED AND ADOPTED by the City Council of the City of Lathrop this 17^{th} day of March 2025 by the following vote:





PROJECT: River Islands Phase 1, Stage 1 Signal Design
LOCATION: River Islands Parkway & Somerston Parkway
ESTIMATED BY: JE DATE: 1/28/2025

River Islands Parkway & Somerston Parkway

As-Built Plans Dated 1/28/25

River Islands Parkway & Somerston Parkway				As-Built	Plans	Dated 1/28/25
Item Description	Unit	Qty.		Unit Price		Extension
Pole Types (Including Foundation)	A Sales Sales	200		STERE	li Gal	THE SERVICE
PPB Post	EA	1	\$	3,000.00	\$	3,000.00
Type 1 A/1 B Signal Pole	EA	1	\$	6,200.00	\$	6,200.00
Type 15 TS	EA	4	\$	15,900.00	\$	63,600.00
Type 24	EA	1	\$	40,400.00	\$	40,400.00
Type 26	EA	1	\$	43,000.00	\$	43,000.00
Type 29	EA	2	\$	73,000.00	\$	146,000.00
Subtotal					\$	302,200.00
Vehicle Signals		1000	100			10 mm
Vehicle Signal Head, Mast Arm Mounted 3-Section	EA	10	\$	1,390.00	\$	13,900.00
Vehicle Signal Head, Pole Mount 3-Section	EA	12	\$	1,380.00		16,560.00
Vehicle Signal LED Module	EA	66	\$	200.00		13,200.00
Subtotal					\$	43,660.00
D. J. atalan Claus I. and Dark Date						
Pedestrian Signals and Push Buttons				. 700 00		
APS 2-Wire Central Control Unit	EA	1	\$	3,700.00		3,700.00
APS PPB Unit and Sign, furnish and install	EA	8	\$	2,060.00		16,480.00
Ped. Signal & Mounting (w/ LED Module)	EA	8	\$	1,200.00	\$	9,600.00
Subtotal					\$	29,780.00
Luminaires				100 100		
LED Luminaire, furnish and install	EA	8	\$	1,000.00	\$	8,000.00
Photoelectric Control Unit	EA	8	\$	750.00	\$	6,000.00
Subtotal			=10		\$	14,000.00
Detection			200		100	
Opticom System (4 detectors)	EA	1	\$	12,500.00	\$	12,500.00
Video Detection System (4 cameras), furnish and install	EA	1	\$	48,000.00	\$	48,000.00
Subtotal					\$	60,500.00
Cabinets and Foundations	COLUMN TO SERVER		- 17-5	100,000		
Controller and Cabinet, furnish and install	EA	1	\$	46,000.00	\$	46,000.00
Service Pedestal, w/ Integrated BBS Unit	EA	1	\$		\$	12,600.00
Surveillance Equipment Enclosure (foundation and equipment)	EA	1	\$	20,000.00	\$	20,000.00
			1			

River Islands Parkway & Somerston Parkway	Desire Statement	5000	- 500	110.000		s Dated 1/28/25
Item Description	Unit	Qty.	ı	Jnit Price		Extension
Conduit		NAME OF TAXABLE PARTY.	151	-	100	100
1-1/2" PVC Sch. 40	LF	50	\$	27.00	\$	1,350.00
2" PVC Sch. 40	LF	100	\$	34.60	\$	3,460.00
3" PVC Sch. 40	LF	50	\$	35.80	\$	1,790.00
4" PVC Sch. 40	LF	50	\$	49.00	\$	2,450.00
Innerduct, furnish and install	LF	550	\$	9.00	\$	4,950.00
Install Conduit into Ex. Box (CB)	EA	13	\$	560.00	\$	7,280.00
Install Pull Rope in Empty Conduit	LF	50	\$	1.30	\$	65.00
Trench, Backfill, PCC/AC Repair	LF	100	\$	100.00	\$	10,000.00
Subtotal					\$	31,345.00
			_			
Conductors and Cables #14 - #8 Conductors	1.5	2.050	16	0.05	•	44 050 50
	LF	3,950	\$	2.95	\$	11,652.50
#6 - #1 Conductors	LF	450	\$	5.60	\$	2,520.00
Emergency Vehicle Preemption Cable (Opticom)	LF	900	\$	2.20	\$	1,980.00
Fiber Optic Cable, 12 -strand, furnish and install	LF	250	\$	5.30	\$	1,325.00
Traffic Signal Cable (12 conductor)	LF	2,000	\$	9.50	\$	19,000.00
Traffic Signal Cable (03 conductor)	LF	1,750	\$	4.00	\$	7,000.00
Video Coax/Power Hybrid Cable	LF	900	\$	4.00	\$	3,600.00
Subtotal					\$	47,077.50
Signing and Striping		3000		4 1 1 1		COLUMN TO SERVICE STATE OF THE PERSON NAMED IN COLUMN TO SERVICE STATE OF THE PERSON NAMED STATE OF THE PERSON NAMED STATE OF THE PERSON NAMED STATE OF THE PERSON NAM
Illuminated Street Name Signs (LED Edge Lit)	EA	4	\$	3,600.00	\$	14,400.00
Sign, install new sign panel	EA	1	\$	260.00	\$	260.00
Sign, Regulatory, install on signal mast arm	EA	4	\$	680.00	\$	2,720.00
Subtotal					\$	17,380.00
Total Materials & Labor Cost	*				\$	624,542.50
					-	024,042.00
Other Costs		Tarin.				
Mobilization	LS	1	8%	of Materials	\$	49,963.40
Construction Staging, Traffic Control, and Construction Area Signs	LS	1	2%	of Materials	\$	12,490.85
Contingency	LS	1	15%	of Materials	\$	93,681.38
Subtotal			1		\$	156,135.63

Total Project Cost

780,678.13

PROJECT: River Islands Phase 1, Stage 1 Signal Designs

LOCATION: River Islands Parkway & DellOsso Drive

ESTIMATED BY: JE DATE: 1/28/2025

River Islands Parkway & DellOsso Drive	As-Built Plans Dated 1/2					Dated 1/28/25		
Item Description	Unit	Qty. U		it Qty.		Unit Price		Extension
Pole Types (Including Foundation)	100 Carlon 20	No.		10000	100	STATE OF THE PARTY OF		
Type 1 A/1 B Signal Pole	EA	4	\$	6,200.00	\$	24,800.00		
Type 19	EA	2	\$	33,900.00	\$	67,800.00		
Type 26	EA	2	\$	43,000.00	\$	86,000.00		
Subtotal					\$	178,600.00		
Vehicle Signals		100						
Vehicle Signal Head, Mast Arm Mounted 3-Section	EA	8	\$	1,390.00	\$	11,120.00		
Vehicle Signal Head, Pole Mount 3-Section	EA	3	\$	1,380.00	\$	4,140.00		
Vehicle Signal Head, Pole Mount 5-Section	EA	1	\$	2,200.00	\$	2,200.00		
Vehicle Signal Head, Pole Top 3-Section	EA	7	\$	1,400.00	\$	9,800.00		
Vehicle Signal Head, Pole Top 5-Section	EA	1	\$	2,200.00	\$	2,200.00		
Vehicle Signal LED Module	EA	64	\$	200.00	\$	12,800.00		
Subtotal		M-10			\$	42,260.00		
Dedector Ciardon I and Dest Dest								
Pedestrian Signals and Push Buttons	1 1							
APS PRR Unit and Sing funish and install	EA	1	\$	3,700.00	\$	3,700.00		
APS PPB Unit and Sign, furnish and install Ped. Signal & Mounting (w/ LED Module)	EA	8	\$	2,060.00	\$	16,480.00		
red. Signal & Mounting (W/ LED Module)	EA	8	\$	1,200.00	\$	9,600.00		
Subtotal					\$	29,780.00		
Luminaires	3 2 F F F F F	NA CO	100	Contract of the		The same		
LED Luminaire, furnish and install	EA	4	\$	1,000.00	\$	4,000.00		
Photoelectric Control Unit	EA	4	\$	750.00	\$	3,000.00		
Subtotal					\$	7,000.00		
Detection		3700		10 Miles	-			
Opticom System (4 detectors)	EA	1	\$	12,500.00	\$	12,500.00		
Video Detection System (4 cameras), furnish and install	EA	1	\$	48,000.00	\$	48,000.00		
Subtotal			1		\$	60,500.00		
Cabinets and Foundations								
Controller and Cabinet, furnish and install	EA	1	\$	46,000.00	\$	46,000.00		
Service Pedestal, w/ Integrated BBS Unit	EA	1	\$	12,600.00	\$	12,600.00		
	EA	1	\$	20,000.00	\$	20,000.00		
Surveillance Equipment Enclosure (foundation and equipment)	LA		Ψ	20,000.00	*	20,000.00		

Item Description	Unit	Qty.	1	Jnit Price		Extension
Kelli Description	Oille	Qty.	190	Jilli Frice		Extension
Conduit				N 77 E 3		THE RESERVE
2" PVC Sch. 40	LF	200	\$	34.60	\$	6,920.00
3" PVC Sch. 40	LF	50	\$	35.80	\$	1,790.00
4" PVC Sch. 40	LF	50	\$	49.00	\$	2,450.00
Innerduct, furnish and install	LF	500	\$	9.00	\$	4,500.0
Install Conduit into Ex. Box (CB)	EA	12	\$	560.00	\$	6,720.0
Install Pull Rope in Empty Conduit	LF	50	\$	1.30	\$	65.00
Trench, Backfill, PCC/AC Repair	LF	150	\$	100.00	\$	15,000.00
Subtotal					\$	37,445.00
Conductors and Cables	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	1900		-	-	
#14 - #8 Conductors	LF	3.250	T s	2.95	\$	9,587.50
#6 - #1 Conductors	LF	950	\$	5.60	\$	5,320.00
Emergency Vehicle Preemption Cable (Opticom)	LF	700	\$	2.20	\$	1,540.00
Fiber Optic Cable, 12 -strand, furnish and install	LF	100	\$	5.30	\$	530.00
Traffic Signal Cable (12 conductor)	LF	1,400	\$	9.50	\$	13,300.00
Traffic Signal Cable (03 conductor)	LF	1,400	\$	4.00	\$	5,600.00
Video Coax/Power Hybrid Cable	LF	700	\$	4.00	\$	2,800.00
Subtotal					\$	38,677.50
Signing and Striping			-	-	-	
Illuminated Street Name Signs (LED Edge Lit)	EA	4	\$	3,600.00	\$	14,400.00
Sign, Regulatory, install on signal mast arm	EA	4	\$	680.00	\$	2,720.00
Subtotal					\$	17,120.00
Total Materials & Labor Cost					\$	489,982.50
					*	100,002.00
Other Costs				HELL		PER SHARE
Mobilization	LS	1	8%	of Materials	\$	39,198.60
Construction Staging, Traffic Control, and Construction Area Signs	LS	1	2%	of Materials	\$	9,799.65
Contingency	LS	1	15%	of Materials	\$	73,497.38
Subtotal					\$	122,495.63

Total Project Cost

612,478.13

City of Lathrop - Project Acceptance (GASB 34 Report) Estimated As-Built Quantities and Costs

PROJECT: River Islands Phase 1, Stage 2A Signals

LOCATION: River Islands Parkway & Sidwell Drive

ESTIMATED BY: JE DATE: 2/7/2025

	ESTIMATED BT.	JE		_	DATE	211120)25
River Islands Parkway & Sidwell Drive					As-Built	Plan	s Dated 1/28/25
Item Description		Unit	Qty.		Unit Price		Extension
Pole Types (Including Foundation)		200	William .			200	1200
PPB Post		EA	3	\$	2,470.00	\$	7,410.00
Type 1 A/1 B Signal Pole		EA	2	\$	6,200.00		12,400.00
Type 15 TS		EA	2	\$	15,900.00		31,800.00
Type 24		EA	2	\$	40,400.00	\$	80,800.00
Type 26		EA	2	\$	43,000.00	\$	86,000.00
Subtotal						\$	218,410.00
Vehicle Signals	Control of the last of the las	100			1000		
Vehicle Signal Head, Mast Arm Mounted 3-Section		EA	8	S	1,390.00	\$	11,120.00
Vehicle Signal Head, Pole Mount 3-Section		EA	8	\$	1,380.00	\$	11,040.00
Vehicle Signal Head, Pole Top 3-Section		EA	4	\$	1,400.00		5,600.00
Vehicle Signal LED Module		EA	60	\$	200.00	\$	12,000.00
Subtotal						\$	39,760.00
Pedestrian Signals and Push Buttons							
APS 2-Wire Central Control Unit		EA	1	\$	3,700.00	\$	3,700.00
APS PPB Unit and Sign, furnish and install		EA	8	\$	2,060.00	\$	16,480.00
Ped. Signal & Mounting (w/ LED Module)		EA	8	\$	1,200.00	\$	9,600.00
Subtotal						\$	29,780.00
Luminaires		CO CO				-	
LED Luminaire, furnish and install		EA	6	\$	1,000.00	\$	6,000.00
Photoelectric Control Unit		EA	6	\$	750.00	\$	4,500.00
Subtotal						\$	10,500.00
Pull Box		-				-	
#5 Pull Box with Cover		EA	1	\$	770.00	\$	770.00
Subtotal				_		\$	770.00
							770.00
Detection	Carried Park To				ALC: UNITED BY	L. 12	- This will
Opticom System (4 detectors)		EA	1	\$	12,500.00	\$	12,500.00
Video Detection System (4 cameras), furnish and install		EA	1	\$	48,000.00	\$	48,000.00

Subtotal

60,500.00

City of Lathrop - Project Acceptance (GASB 34 Report) Estimated As-Built Quantities and Costs

River Islands Parkway & Sidwell Drive				As-Built	Plans	Dated 1/28/25
Item Description	Unit	Qty.		Unit Price		Extension
Cabinets and Foundations	1 TO 1 TO 1 TO 1		100	27/10/2009		
Controller and Cabinet, furnish and install	EA	1	\$	46,000.00	\$	46,000.00
Service Pedestal, w/ Integrated BBS Unit	EA	1	\$	12,600.00	\$	12,600.00
Surveillance Equipment Enclosure (foundation and equipment)	EA	1	\$	20,000.00	\$	20,000.00
Subtotal			_		\$	78,600.00
Conduit	MARKET BEET	ELVIS .		100000		
1-1/2" PVC Sch. 40	LF	50	\$	27.00	\$	1,350.00
2" PVC Sch. 40	LF	150	\$	34.60	\$	5,190.00
2-1/2" PVC Sch. 40	LF	50	\$	54.40	\$	2,720.00
3" PVC Sch. 40	LF	50	\$	35.80	\$	1,790.00
4" PVC Sch. 40	LF	50	\$	49.00	\$	2,450.00
Innerduct, furnish and install	LF	400	\$	9.00	\$	3,600.00
Install Conduit into Ex. Box (CB)	EA	11	\$	560.00	\$	6,160.00
Install Pull Rope in Empty Conduit	LF	100	\$	1.30	\$	130.00
Trench, Backfill, PCC/AC Repair	LF	200	\$	100.00	\$	20,000.00
Subtotal			_		\$	43,390.00
Conductors and Cables	STATISTICS OF	200		-		1516
#14 - #8 Conductors	LF	2,950	\$	2.95	\$	8,702.50
#6 - #1 Conductors	LF	1,000	\$	5.60	\$	5,600.00
Emergency Vehicle Preemption Cable (Opticom)	LF	700	\$	2.20	\$	1,540.00
Traffic Signal Cable (12 conductor)	LF	1,400	\$	9.50	\$	13,300.00
Traffic Signal Cable (03 conductor)	LF	1,400	\$	4.00	\$	5,600.00
Video Coax/Power Hybrid Cable	LF	700	\$	4.00	\$	2,800.00
Subtotal					\$	37,542.50
Signing and Striping		-		William Co.		
Illuminated Street Name Signs (LED Edge Lit)	EA	4	\$	3,600.00	\$	14,400.00
Sign, Regulatory, install on signal mast arm	EA	4	\$	680.00	\$	2,720.00
Subtotal			_		\$	17,120.00

Total Materials & Labor Cost

536,372.50

Project Acceptance (GASB 34 Report) Estimated As-Built Quantities and Costs

PROJECT: River Islands Phase 1, Stage 2B Signals

LOCATION: River Islands Pkwy. & Wylin Blvd./Callerton Ave.

ESTIMATED BY: JE DATE: 2/7/2025

River Islands	Pkwv.	& W	vlin Blvd.	/Callerton	Ave.
			,		

As-Built Plans Dated 2/7/25

River Islands Pkwy. & Wylin Blvd./Callerton Ave.				As-Bui	It Plai	ns Dated 2/7/25
Item Description	Unit	Qty.		Unit Price		Extension
Pole Types (Including Foundation)		1505		A COLUMN	100	
PPB Post	EA	2	\$	2,470.00	\$	4,940.00
Type 1 A/1 B Signal Pole	EA	1	\$	6,200.00	\$	6,200.00
Type 15 TS	EA	3	\$	15,900.00		47,700.00
Type 24	EA	1	\$	40,400.00	\$	40,400.00
Type 26	EA	3	\$	43,000.00	\$	129,000.00
Subtotal					\$	228,240.00
Vehicle Signals	4000000	1000		10000		
Vehicle Signal Head, Mast Arm Mounted 3-Section	EA	8	\$	1,390.00	\$	11,120.00
Vehicle Signal Head, Pole Mount 3-Section	EA	10	\$	1,380.00		13,800.00
Vehicle Signal Head, Pole Top 3-Section	EA	2	\$	1,400.00	\$	2,800.00
Vehicle Signal LED Module	EA	60	\$	200.00	\$	12,000.00
Subtotal					\$	39,720.00
Pedestrian Signals and Push Buttons		100		11-15-15-15	-	
APS 2-Wire Central Control Unit	EA	1	T\$	3,700.00	\$	3,700.00
APS PPB Unit and Sign, furnish and install	EA	8	\$	2,060.00	\$	16,480.00
Ped. Signal & Mounting (w/ LED Module)	EA	8	\$	1,200.00	\$	9,600.00
Subtotal			_		\$	29,780.00
Luminaires				AND LOS		CALL STREET
LED Luminaire, furnish and install	EA	7	\$	1,000.00	\$	7,000.00
Photoelectric Control Unit	EA	7	\$	750.00	\$	5,250.00
Subtotal		NO.			\$	12,250.00
Pull Box	The State of the S			Name and Address of the Owner, where		
#5 Pull Box with Cover	EA	1	\$	770.00	\$	770.00
Subtotal					\$	770.00
Detection		3100				1200
Opticom System (4 detectors)	EA	1	\$	12,500.00	\$	12,500.00
Video Detection System (4 cameras), furnish and install	EA	1	\$	48,000.00	\$	48,000.00
Subtotal			_		\$	60,500.00

Project Acceptance (GASB 34 Report)

Estimated As-Built Quantities and Costs

Item Description	Unit	Qty.		Unit Price	Extension
	- Cilii	a.y.		ome i noc	Extension
Cabinets and Foundations	270 7 10 10 10				
Controller and Cabinet, furnish and install	EA	1	\$	46,000.00	\$ 46,000.00
Service Pedestal, w/ Integrated BBS Unit	EA	1	\$	12,600.00	\$ 12,600.00
Surveillance Equipment Enclosure (foundation and equipment)	EA	1	\$	20,000.00	\$ 20,000.00
Subtotal					\$ 78,600.00
Conduit	A CONTRACTOR OF THE			-	-
1-1/2" PVC Sch. 40	LF	50	\$	27.00	\$ 1,350.00
2" PVC Sch. 40	LF	100	\$	34.60	\$ 3,460.00
2-1/2" PVC Sch. 40	LF	50	\$	54.40	\$ 2,720.00
3" PVC Sch. 40	LF	50	\$	35.80	\$ 1,790.00
4" PVC Sch. 40	LF	50	\$	49.00	\$ 2,450.00
Innerduct, furnish and install	LF	500	S	9.00	\$ 4,500.00
Install Conduit into Ex. Box (CB)	EA	10	\$	560.00	\$ 5,600.00
Install Pull Rope in Empty Conduit	LF	50	\$	1.30	\$ 65.00
Trench, Backfill, PCC/AC Repair	LF	100	\$	100.00	\$ 10,000.00
Subtotal					\$ 31,935.00
Conductors and Cables		The state of			-
#14 - #8 Conductors	LF	3,550	1\$	2.95	\$ 10,472.50
#6 - #1 Conductors	LF	750	\$	5.60	\$ 4,200.00
Emergency Vehicle Preemption Cable (Opticom)	LF	800	\$	2.20	\$ 1,760.00
Traffic Signal Cable (12 conductor)	LF	1,600	\$	9.50	\$ 15,200.00
Traffic Signal Cable (03 conductor)	LF	1,650	\$	4.00	\$ 6,600.00
Video Coax/Power Hybrid Cable	LF	800	\$	4.00	\$ 3,200.00
Subtotal					\$ 41,432.50
Signing and Striping					
Illuminated Street Name Signs (LED Edge Lit)	1 54				
Sign, Regulatory, install on signal mast arm	EA	4	\$	3,600.00	\$ 14,400.00
Sign, Regulatory, install on signal mast arm	EA	4	\$	680.00	\$ 2,720.00
Subtotal				4.5	\$ 17,120.00
Salvage	A CONTRACTOR			1.000	100000000000000000000000000000000000000
Salvage Luminaire	EA	5	\$	325.00	\$ 1,625.00
Salvage Streetlight/Type 15 Pole	EA	5	\$	1,400.00	\$ 7,000.00

Total Materials & Labor Cost

548,972.50

Project Acceptance (GASB 34 Report)

Estimated As-Built Quantities and Costs

PROJECT:

River Islands Phase 1, Stage 2B Signals

LOCATION: River Islands Pkwy. & Enneking Dr./Roll Tide Wy.

ESTIMATED BY: DATE: 2/7/2025 River Islands Pkwy. & Enneking Dr./Roll Tide Wy. As-Built Plans Dated 2/7/25 **Item Description** Unit **Unit Price** Qty. Extension Pole Types (Including Foundation) Type 1 A/1 B Signal Pole EA 2 \$ 6,200.00 \$ 12,400.00 Type 15 TS EA 2 \$ 15,900.00 \$ 31,800.00 Type 19 EA 1 \$ 33,900.00 \$ 33,900.00 Type 24 EA 1 \$ 40,400.00 \$ 40,400.00 Type 26 EΑ 2 \$ 43,000.00 \$ 86,000.00 Subtotal 204,500.00 \$ Vehicle Signals Vehicle Signal Head, Mast Arm Mounted 3-Section EA 8 \$ 1,390.00 \$ 11,120.00 Vehicle Signal Head, Pole Mount 3-Section EA 8 \$ 1,380.00 \$ 11,040.00 Vehicle Signal Head, Pole Top 3-Section EA 4 \$ 1,400.00 \$ 5,600.00 Vehicle Signal LED Module EA 60 \$ 200.00 12,000.00 \$ Subtotal \$ 39,760.00 **Pedestrian Signals and Push Buttons** APS 2-Wire Central Control Unit 3,700.00 EA 3,700.00 \$ APS PPB Unit and Sign, furnish and install EA 8 \$ 2,060.00 \$ 16,480.00 Ped. Signal & Mounting (w/ LED Module) EA 8 \$ 1,200.00 \$ 9,600.00 Subtotal \$ 29,780.00 Luminaires LED Luminaire, furnish and install EA 6 \$ 1,000.00 6,000.00 Photoelectric Control Unit EA 6 \$ 750.00 \$ 4,500.00 Subtotal \$ 10,500.00 **Pull Box** #5 Pull Box with Cover EA 1 \$ 770.00 \$ 770.00 Subtotal \$ 770.00 Detection Opticom System (4 detectors) EA \$ 12,500.00 \$ 12,500.00 Video Detection System (4 cameras), furnish and install EA 1 \$ 48,000.00 \$ 48,000.00 Subtotal \$ 60,500.00

Project Acceptance (GASB 34 Report) Estimated As-Built Quantities and Costs

River Islands Pkwy. & Enneking Dr./Roll Tide Wy.						
Item Description	Unit	Qty.		Unit Price		Extension
Cabinets and Foundations	A STATE OF		800	10000	1000	
Controller and Cabinet, furnish and install	EA	1	\$	46,000.00	\$	46,000.00
Service Pedestal, w/ Integrated BBS Unit	EA	1	\$	12,600.00	\$	12,600.00
Surveillance Equipment Enclosure (foundation and equipment)	EA	1	\$	20,000.00	\$	20,000.00
Subtotal	Les de la constante de la cons				\$	78,600.00
Conduit		300	100	2 6 6		
2" PVC Sch. 40	LF	150	\$	34.60	\$	5,190,00
2-1/2" PVC Sch. 40	LF	50	\$	54.40	\$	2,720.00
3" PVC Sch. 40	LF	50	\$	35.80	\$	1,790.00
4" PVC Sch. 40	LF	50	\$	49.00	\$	2,450.00
Innerduct, furnish and install	LF	550	\$	9.00	\$	4,950.00
Install Conduit into Ex. Box (CB)	EA	12	\$	560.00	\$	6,720.00
Install Pull Rope in Empty Conduit	LF	50	\$	1.30	\$	65.00
Trench, Backfill, PCC/AC Repair	LF	100	\$	100.00	\$	10,000.00
Subtotal					\$	33,885.00
Conductors and Cables	CONTRACTOR OF	700				
#14 - #8 Conductors	LF	3,500	\$	2.95	\$	10,325.00
#6 - #1 Conductors	LF	550	\$	5.60	\$	3,080.00
Emergency Vehicle Preemption Cable (Opticom)	LF	850	\$	2.20	\$	1,870.00
Traffic Signal Cable (12 conductor)	LF	1,650	\$	9.50	\$	15,675.00
Traffic Signal Cable (03 conductor)	LF	1,650	\$	4.00	\$	6,600.00
Video Coax/Power Hybrid Cable	LF	850	\$	4.00	\$	3,400.00
Subtotal					\$	40,950.00
Signing and Striping		1913		12000	NEST!	100000000000000000000000000000000000000
Illuminated Street Name Signs (LED Edge Lit)	EA	4	\$	3,600.00	\$	14,400.00
Sign, Regulatory, install on signal mast arm	EA	4	\$	680.00	\$	2,720.00
Subtotal					\$	17,120.00
Salvage						
Salvage Luminaire	I EA I	F	6	205.00	•	4 000 00
Salvage Streetlight/Type 15 Pole	EA	5	\$	325.00 1,400.00	\$	1,625.00 7,000.00
	LA	3	φ	1,400.00	φ	7,000.00
Subtotal					\$	8,625.00

Total Materials & Labor Cost

524,990.00

Project Acceptance (GASB 34 Report)

Estimated As-Built Quantities and Costs

PROJECT:

River Islands Phase 1, Stage 2B Signals

	PROJECT:				Phase 1, St				
	LOCATION:		er Islands	nds Pkwy. & Walera Dr./Riptide Wy.					
	ESTIMATED BY:	:JE			DATE: 2/7/2025				
River Islands Pkwy. & Walera Dr./Riptide Wy.					ns Dated 2/7/25				
Item Description		Unit	Qty.	Unit Price			Extension		
Pole Types (Including Foundation)		1	19000			100	ALTERNATION N		
Type 1 A/1 B Signal Pole		EA	2	\$	6,200.00	\$	12,400.00		
Type 15 TS		EA	3	\$	15,900.00	\$	47,700.00		
Type 19		EA	1	\$	33,900.00	\$	33,900.00		
Type 26		EA	1	\$	43,000.00	\$	43,000.00		
Type 29		EA	2	\$	73,000.00	\$	146,000.00		
				Ť	, 0,000.00	Ť	140,000.00		
Subtotal						\$	283,000.00		
Wakiala Ciamala									
Vehicle Signals		-		1			THE PERSON NAMED IN		
Vehicle Signal Head, Mast Arm Mounted 3-Section		EA	8	\$	1,390.00	\$	11,120.00		
Vehicle Signal Head, Pole Mount 3-Section		EA	10	\$	1,380.00	\$	13,800.00		
Vehicle Signal Head, Pole Top 3-Section		EA	2	\$	1,400.00	\$	2,800.00		
Vehicle Signal LED Module		EA	60	\$	200.00	\$	12,000.00		
Subtotal						\$	39,720.00		
Pedestrian Signals and Push Buttons				_					
APS 2-Wire Central Control Unit		EA I	1000	1			A PROPERTY OF		
APS PPB Unit and Sign, furnish and install		EA	1	\$	3,700.00	\$	3,700.00		
		EA	8	\$	2,060.00	\$	16,480.00		
Ped. Signal & Mounting (w/ LED Module)		EA	8	\$	1,200.00	\$	9,600.00		
Subtotal						\$	29,780.00		
Luminaires									
LED Luminaire, furnish and install		EA	7	\$	1,000.00	\$	7,000.00		
Photoelectric Control Unit		EA	7	\$	750.00	\$	5,250.00		
					700.00	•	3,230.00		
Subtotal						\$	12,250.00		
Pull Box	The state of the s	1000	1926	100	4 1000	100			
#5 Pull Box with Cover		EA	1	\$	770.00	\$	770.00		
#6 Pull Box with Cover		EA	2	\$	930.00	\$	1,860.00		
Subtotal						\$	2,630.00		
Detection									
Opticom System (4 detectors)		EA I	-	10	40 500 00		40		
Video Detection System (4 cameras), furnish and install		EA	1	\$	12,500.00	\$	12,500.00		
video Detection System (4 cameras), turnish and install		EA	1	\$	48,000.00	\$	48,000.00		
Subtotal						\$	60,500.00		

Project Acceptance (GASB 34 Report)

Estimated As-Built Quantities and Costs

River Islands Pkwy. & Walera Dr./Riptide Wy.	A TEXT DESCRIPTION	11 22 11			it Fidi	ns Dated 2/7/25
Item Description	Unit	Qty.		Unit Price		Extension
Cabinets and Foundations	23 1450 15	21.13	100	10000		
Controller and Cabinet, furnish and install	EA	1	\$	46,000.00	\$	46,000.00
Service Pedestal, w/ Integrated BBS Unit	EA	1	\$	12,600.00	\$	12,600.00
Surveillance Equipment Enclosure (foundation and equipment)	EA	1	\$	20,000.00	\$	20,000.00
Subtotal					\$	78,600.00
Conduit	_		-			
2" PVC Sch. 40	1.5	450	T.	21.00		
2-1/2" PVC Sch. 40	LF	150	\$	34.60	\$	5,190.00
3" PVC Sch. 40	LF LF	50	\$	54.40	\$	2,720.00
4" PVC Sch. 40	LF	400	\$	35.80	\$	14,320.00
Innerduct, furnish and install	LF	50 550	\$	49.00	\$	2,450.00
Install Conduit into Ex. Box (CB)	EA	16	\$	9.00	\$	4,950.00
Install Pull Rope in Empty Conduit	LF	300		(C)	\$	8,960.00
Conduit Boring (incl. Potholing)	LF		\$	1.30	\$	390.00
Trench, Backfill, PCC/AC Repair	LF	150	\$	35.00	\$	5,250.00
Trenon, Backini, Poc/Ac Repair	LF	300	\$	100.00	\$	30,000.00
Subtotal					\$	74,230.00
Conductors and Cables						100000000000000000000000000000000000000
#14 - #8 Conductors	LF	4,050	T\$	2.95	\$	11,947.50
#6 - #1 Conductors	LF	600	\$	5.60	\$	3,360.00
Emergency Vehicle Preemption Cable (Opticom)	LF	900	\$	2.20	\$	1,980.00
Traffic Signal Cable (12 conductor)	LF	2,100	\$	9.50	\$	19,950.00
Traffic Signal Cable (03 conductor)	LF	1,750	\$	4.00	\$	7,000.00
Video Coax/Power Hybrid Cable	LF	900	\$	4.00	\$	3,600.00
Subtotal					\$	47,837.50
Signing and Striping						
Illuminated Street Name Signs (LED Edge Lit)						
Sign, Regulatory, install on signal mast arm	EA	4	\$	3,600.00	\$	14,400.00
Sign, Regulatory, Install on signal mast arm	EA	4	\$	680.00	\$	2,720.00
Subtotal					\$	17,120.00
Remove and Abandon		D. C.				HARLES OF THE PARTY OF THE PART
Remove Pull Box	EA	1	\$	265.00	\$	265.00
Subtotal					\$	265.00
Salvage						
Salvage Luminaire	EA	5	\$	325.00	\$	1,625.00
Salvage Streetlight/Type 15 Pole	EA	5	\$	1,400.00	\$	7,000.00
Subtotal					\$	8,625.00
					•	0,020.00
Total Materials & Labor Cost					\$	654,557.50

Project Acceptance (GASB 34 Report)

Estimated As-Built Quantities and Costs

PROJECT:

River Islands Phase 2, Crosswalk Signals

LOCATION: Callerton Av. & Winton Av./Scott Edwards Ln. PHB ESTIMATED BY: DATE: 2/7/2025 Callerton Av. & Winton Av./Scott Edwards Ln. PHB As-Built Plans Dated 1/30/25 Item Description Unit Qty. **Unit Price** Extension Pole Types (Including Foundation) Type 1 A/1 B Signal Pole EA 6,200.00 \$ \$ 6,200.00 Type 15 TS EA 1 \$ 15,900.00 \$ 15,900.00 Type 23 EA 2 \$ 38,800.00 \$ 77,600.00 Subtotal 99,700.00 \$ Vehicle Signals Vehicle Signal Head, Mast Arm Mounted 3-Section EA 4 1,390.00 \$ \$ 5,560.00 Vehicle Signal Head, Pole Mount 2-Section EA 1 \$ 870.00 \$ 870.00 Vehicle Signal Head, Pole Top 2-Section EA 1 \$ 1,000.00 \$ 1,000.00 Vehicle Signal LED Module EA 16 \$ 200.00 \$ 3,200.00 Subtotal \$ 10,630.00 Pedestrian Signals and Push Buttons APS 2-Wire Central Control Unit EA 1 \$ 3,700.00 3,700.00 APS PPB Unit and Sign, furnish and install EA 2 \$ 2,060.00 \$ 4,120.00 Ped. Signal & Mounting (w/ LED Module) EA 2 1,200.00 \$ \$ 2,400.00 Subtotal \$ 10,220.00 **Pull Box** #6 Pull Box with Cover EA \$ 930.00 \$ 3,720.00 N48 Pull Box with Cover EA \$ 3,700.00 \$ 3,700.00 Subtotal \$ 7,420.00 Detection Video Detection System (4 cameras), furnish and install EA 0.5 \$ 48,000.00 \$ 24,000.00 Subtotal \$ 24,000.00 Cabinets and Foundations Controller and Cabinet, furnish and install EA 46,000.00 46,000.00 \$ \$ Service Pedestal, w/ Integrated BBS Unit EA \$ 12,600.00 12,600.00 \$ Surveillance Equipment Enclosure (foundation and equipment) EA \$ 20.000.00 \$ 20,000.00 Subtotal \$ 78,600.00

Project Acceptance (GASB 34 Report) Estimated As-Built Quantities and Costs

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Callerton	A	9 Winton	Au /Cont	Educanda	1	DUD

As-Built Plans Dated 1/30/25

				710 Duni	r ian.	is Dated 1/30/2
Item Description	Unit	Qty.	118	Unit Price		Extension
Conduit	Carlotte State		200		-	15 15 15 15
2" PVC Sch. 40	LF	350	\$	34.60	\$	12,110.00
2-1/2" PVC Sch. 40	LF	20	\$	54.40	\$	1,088.00
3" PVC Sch. 40	LF	400	\$	35.80	\$	14,320.00
Innerduct, furnish and install	LF	400	\$	9.00	\$	3,600.00
Install Conduit into Ex. Box (CB)	EA	2	\$	560.00	\$	1,120.00
Install Pull Rope in Empty Conduit	LF	160	\$	1.30	\$	208.00
Trench, Backfill, PCC/AC Repair	LF	720	\$	100.00	\$	72,000.00
Subtotal					\$	104,446.00
Conductors and Cables	-					
#14 - #8 Conductors	LF	1,540	T\$	2.95	\$	4,543.00
#6 - #1 Conductors	LF	100	\$	5.60	\$	560.00
Traffic Signal Cable (12 conductor)	LF	630	\$	9.50	\$	5,985.00
Traffic Signal Cable (03 conductor)	LF	430	\$	4.00	\$	1,720.00
Video Coax/Power Hybrid Cable	LF	320	\$	4.00	\$	1,280.00
Subtotal			1		\$	14,088.00
Signing and Striping		Va. 6.0.				San
Illuminated Street Name Signs (LED Edge Lit)	EA	2	\$	3,600.00	\$	7,200.00
Sign, install new sign panel	EA	10	\$	260.00	\$	2,600.00
Sign, Regulatory, install on signal mast arm	EA	2	\$	680.00	\$	1,360.00
Subtotal					\$	11,160.00
Total Materials & Labor Cost			4	/ / / /	\$	360,264.00

Project Acceptance (GASB 34 Report)

Estimated As-Built Quantities and Costs

River Islands Phase 2, Crosswalk Signals PROJECT: LOCATION: Callerton Av. & Haverhill Wy. PHB ESTIMATED BY: JE DATE: 2/7/2025 Callerton Av. & Haverhill Wy. PHB As-Built Plans Dated 1/30/25 **Item Description** Unit Qty. **Unit Price** Extension Pole Types (Including Foundation) **PPB** Post EA 2,470.00 \$ \$ 2,470.00 Type 1 A/1 B Signal Pole EA 1 \$ 6,200.00 \$ 6,200.00 Type 15 TS EA 1 \$ 15,900.00 \$ 15,900.00 Type 19 EA 1 \$ 33,900.00 \$ 33,900.00 Type 27 EA 1 \$ 40,000.00 \$ 40,000.00 Subtotal \$ 98,470.00 Vehicle Signals Vehicle Signal Head, Mast Arm Mounted 3-Section EA 1,390.00 \$ 4 \$ 5,560.00 Vehicle Signal Head, Pole Mount 2-Section EA 2 870.00 \$ \$ 1,740.00 Vehicle Signal Head, Pole Top 2-Section EA 1 \$ 1,000.00 \$ 1,000.00 Vehicle Signal LED Module EA 18 \$ 200.00 \$ 3,600.00 Subtotal \$ 11,900.00 Pedestrian Signals and Push Buttons APS 2-Wire Central Control Unit EA \$ 3,700.00 3,700.00 APS PPB Unit and Sign, furnish and install EA 2 \$ 2,060.00 \$ 4,120.00 Ped. Signal & Mounting (w/ LED Module) EA 2 \$ 1,200.00 \$ 2,400.00 Subtotal 10,220.00 \$ **Pull Box** #5 Pull Box with Cover EA \$ 770.00 \$ 1,540.00 #6 Pull Box with Cover EA 4 \$ 930.00 \$ 3,720.00 N48 Pull Box with Cover EA \$ 3,700.00 \$ 3,700.00 Subtotal \$ 8.960.00 Detection 6' Type A or E Loop EA \$ 530.00 \$ 2,120.00 **Detector Hand Hole** EA 2 \$ 1,100.00 \$ 2,200.00 Video Detection System (4 cameras), furnish and install EA 0.5 \$ 48,000.00 \$ 24,000.00 Subtotal \$ 28,320.00 Cabinets and Foundations Controller and Cabinet, furnish and install EA \$ 46,000.00 \$ 46,000.00 Service Pedestal, w/ Integrated BBS Unit EA 1 \$ 12,600.00 \$ 12,600.00 Surveillance Equipment Enclosure (foundation and equipment) EA 20,000.00 \$ 1 \$ 20,000.00

Subtotal

78,600.00

Project Acceptance (GASB 34 Report)

Estimated As-Built Quantities and Costs

Callerton	Av. 8	Haverhill	Wy. PHB
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As-Built Plans Dated 1/30/25

Item Description	Unit	Qty.	ı	Jnit Price		Extension
Conduit						NEWS THE REAL PROPERTY.
1-1/2" PVC Sch. 40	LF	10	\$	27.00	\$	270.00
2" PVC Sch. 40	LF	830	\$	34.60	\$	28,718.00
2-1/2" PVC Sch. 40	LF	20	\$	54.40	\$	1,088.00
3" PVC Sch. 40	LF	420	\$	35.80	\$	15,036.00
Innerduct, furnish and install	LF	420	\$	9.00	\$	3,780.00
Install Conduit into Ex. Box (CB)	EA	2	\$	560.00	\$	1,120.00
Install Pull Rope in Empty Conduit	LF	320	\$	1.30	\$	416.00
Trench, Backfill, PCC/AC Repair	LF	1,230	\$	100.00	\$	123,000.00
Subtotal	\$	173,428.00				
Conductors and Cables		100300				Design of the last
#14 - #8 Conductors	LF	1,010	\$	2.95	\$	2,979.50
#6 - #1 Conductors	LF	100	\$	5.60	\$	560.00
Detector Lead-in Cable	LF	1,600	\$	1.90	\$	3,040.00
Traffic Signal Cable (12 conductor)	LF	620	\$	9.50	\$	5,890.00
Traffic Signal Cable (03 conductor)	LF	170	\$	4.00	\$	680.00
Video Coax/Power Hybrid Cable	LF	310	\$	4.00	\$	1,240.00
Subtotal					\$	14,389.50
Signing and Striping					THE R	
Illuminated Street Name Signs (LED Edge Lit)	EA	1	\$	3,600.00	\$	3,600.00
Sign, install new sign panel	EA	10	\$	260.00	\$	2,600.00
Sign, Regulatory, install on signal mast arm	EA	2	\$	680.00	\$	1,360.00
Subtotal						7,560.00
Total Materials & Labor Cost	\$	431,847.50				