

ITEM 4.21

CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING

ITEM: ACCEPT PUBLIC IMPROVEMENTS INCLUDING A WATER TANK, BOOSTER PUMPS, AND A SEWER PUMP STATION, AND APPROVE A COMMON USE AGREEMENT WITH RD2062, AND ACCEPT AN IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN EASEMENT AND A GRANT DEED FOR A PORTION OF PARCEL 1 OF TRACT 3876 (EMPLOYMENT CENTER) FROM RIVER ISLANDS DEVELOPMENT, LLC

RECOMMENDATION: Accept Public Improvements, including a Water Tank, Booster Pumps, and a Sewer Pump Station, and Approve a Common Use Agreement with RD 2062, and Accept an Irrevocable Offer of Dedication for Storm Drain Easement and a Grant Deed for a Portion of Parcel 1 of Tract 3876 (Employment Center) from River Islands Development, LLC

SUMMARY:

River Islands Development, LLC (RID), the developer for the River Islands Project, has completed construction of a 1.5-million-gallon Water Tank (Water Tank), Booster Pumps (Boosters), and a Sewer Pump Station on a portion of Parcel 1 of Tract 3876. The approximate value of the required improvements is \$6,635,000, as shown in the GASB 34 Report included as Attachment "C". City staff has inspected the improvements and confirmed that the improvements have been completed in accordance with City specifications and are deemed complete by the City Engineer. A location map is included as Attachment "B". RID has provided a one-year warranty bond based on 10% of the construction costs and lien releases for the improvements proposed for council acceptance.

RID is also providing a Common Use Agreement (Attachment "F"), Irrevocable Offer of Dedication for Storm Drain Easement (Attachment "G"), and a Grant Deed for a portion of parcel 1 of Tract 3876 (Attachment "E").

Staff recommends City Council accept the improvements, including the Water Tank, Boosters, and Sewer Pump Station, and approve the proposed Common Use Agreement, accept the Irrevocable Offer of Dedication for Storm Drain Easement, and accept the Grant Deed for a portion of Parcel 1 of Tract 3876.

SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS INCLUDING A WATER TANK, BOOSTER PUMPS, AND A SEWER PUMP STATION, AND APPROVE A COMMON USE AGREEMENT WITH RD2062, AND ACCEPT AN IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN EASEMENT AND A GRANT DEED FOR A PORTION OF PARCEL 1 OF TRACT 3876 (EMPLOYMENT CENTER) FROM RIVER ISLANDS DEVELOPMENT, LLC****BACKGROUND:**

Conditions of Approval of the Vesting Tentative Map (VTM) for Tract 3694 required the installation of a Water Tank, Boosters, and a Sewer Pump Station in conformance with the City Water and Sewer Master Plans. Tract 3694 was further subdivided to include Tract 3876.

RID completed the construction of the Water Tank, Boosters, and Sewer Pump Station improvements in accordance with the conditions of the VTM and the approximate value of the proposed improvements is \$6,635,000, as shown in the GASB 34 Report.

After the initial one-year warranty period, the utility infrastructure will be maintained by the City and the costs to maintain these facilities will be funded through the existing City of Lathrop water and sewer utility rates to be paid by residents benefitting from the infrastructure.

RID has provided a warranty bond (Bond No. 0799677) in the amount of \$663,500 to guarantee replacement and/or repair of the improvements as a result of defective materials, equipment, or defective workmanship for a period of one year from the date of acceptance. Staff requests Council accept the improvements so that City can take ownership of the facility and provide maintenance.

RID also offers the land upon which these improvements were built to the City in fee pursuant to the Grant Deed attached hereto as Attachment "E".

RID also offers an Irrevocable Offer of Dedication of Easement for Storm Drain Purposes, included as Attachment "G", for a portion of Parcel 1 of Tract 3876. The storm drain easement is necessary for storm drain maintenance but is not part of the large parcel that is being conveyed to the City in fee with the Grant Deed.

There is also a need for a Common Use Agreement (CUA) between the City and Reclamation District 2062 (RD2062) as a portion of the storm drain easement shares an area with an easement recorded in favor of RD2062 for the levee system. RD2062 provides flood control and other similar services for the River Islands portion of the Stewart Tract. The proposed CUA, included as Attachment "F", sets forth the terms and conditions to which the RD2062 access can coexist with the City storm drain easement and pipe.

Escrow instructions are included as Attachment "D" to ensure proper execution and recordation of the documents.

SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS INCLUDING A WATER TANK, BOOSTER PUMPS, AND A SEWER PUMP STATION, AND APPROVE A COMMON USE AGREEMENT WITH RD2062, AND ACCEPT AN IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN EASEMENT AND A GRANT DEED FOR A PORTION OF PARCEL 1 OF TRACT 3876 (EMPLOYMENT CENTER) FROM RIVER ISLANDS DEVELOPMENT, LLC****REASON FOR RECOMMENDATION:**

The Water Tank, Boosters, Sewer Pump Station, and other improvements for portion of Parcel 1 of Tract 3876 have been inspected by City staff and have been deemed complete by the City Engineer and are ready for acceptance by the City Council. Staff has received the as-built drawings and lien releases for the improvements constructed by RID. Staff recommends Council accept the Water Tank, Boosters, and Sewer Pump Station, and approve the Common Use Agreement with RD2062, accept the Irrevocable Offer of Dedication for Storm Drain Easement, and accept the Grant Deed for a portion of Parcel 1 of Tract 3876 from RID.

FISCAL IMPACT:

The approximate value of the improvements proposed to be accepted is \$6,635,000 as shown in the attached GASB34 Report. The costs to maintain the infrastructure will be funded through Council approved water and sewer utility rates.


The one-year warranty bond guarantees any repairs or replacements that become necessary during the one-year period beginning upon acceptance due to defective materials or workmanship in connection with the completed improvements.

ATTACHMENTS:

- A. Resolution to Accept Public Improvements, including a Water Tank, Booster Pumps, and a Sewer Pump Station, and Approve a Common Use Agreement with RD2062, and Accept an Irrevocable Offer of Dedication for Storm Drain Easement and a Grant Deed for a Portion of Parcel 1 of Tract 3876 (Employment Center) From River Islands Development, LLC
- B. Location Map – Water Tank Parcel
- C. GASB 34 Report – Water Tank, Boosters, and Sewer Pump Station
- D. Escrow Instructions
- E. Grant Deed – Water Tank and Pump Station Parcel
- F. Common Use Agreement with Islands Reclamation District No. 2062
- G. Irrevocable Offer of Dedication - Storm Drain Easement

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SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS INCLUDING A WATER TANK, BOOSTER PUMPS, AND A SEWER PUMP STATION, AND APPROVE A COMMON USE AGREEMENT WITH RD2062, AND ACCEPT AN IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN EASEMENT AND A GRANT DEED FOR A PORTION OF PARCEL 1 OF TRACT 3876 (EMPLOYMENT CENTER) FROM RIVER ISLANDS DEVELOPMENT, LLC

APPROVALS:



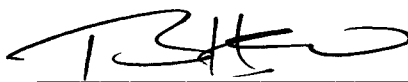
Bellal Nabizadah
Assistant Engineer

8/31/22
Date




Brad Taylor
City Engineer

9/1/2022
Date

 FOR CS

Cari James
Finance Director

9/1/2022
Date



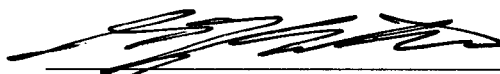
Michael King
Assistant City Manager

9.1.2022
Date



Salvador Navarrete
City Attorney

8.31.2022
Date



Stephen J. Salvatore
City Manager

9.6.22
Date

RESOLUTION NO. 22 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS INCLUDING A WATER TANK, BOOSTER PUMPS, AND A SEWER PUMP STATION, AND APPROVE A COMMON USE AGREEMENT WITH RD2062, AND ACCEPT AN IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN EASEMENT AND A GRANT DEED FOR A PORTION OF PARCEL 1 OF TRACT 3876 (EMPLOYMENT CENTER) FROM RIVER ISLANDS DEVELOPMENT, LLC

WHEREAS, Conditions of Approval of the Vesting Tentative Map (VTM) for Tract 3694 required the installation of a 1.5-million-gallon Water Tank (Water Tank), Booster Pumps (Boosters), and a Sewer Pump Station in conformance with the City Water and Sewer Master Plans. Tract 3694 was further subdivided to include Tract 3876; and

WHEREAS, River Islands Development, LLC, (RID) completed the construction of the Water Tank, Boosters, and Sewer Pump Station improvements on a portion of Parcel 1 of Tract 3876 in accordance with the conditions of the VTM and the approximate value of the proposed improvements is \$6,635,000, as shown in the GASB 34 Report included as Attachment "C" to the City Manager's Report; and

WHEREAS, after the initial one-year warranty period, the utility infrastructure will be maintained by the City and the costs to maintain these facilities will be funded through the existing City of Lathrop water and sewer utility rates to be paid by residents benefitting from the infrastructure; and

WHEREAS, RID has provided a one-year warranty bond in the amount of \$663,500 to guarantee replacement and/or repair of the improvements as a result of defective materials, equipment, or defective workmanship for a period of one year from the date of acceptance; and

WHEREAS, RID also offers the land upon which these improvements were built to the City in fee pursuant to the Grant Deed included as Attachment "E" to the City Manager's Report; and

WHEREAS, RID also offers an Irrevocable Offer of Dedication of Easement for Storm Drain Purposes, included as Attachment "G" to the City Manager's Report, for a portion of Parcel 1 of Tract 3876; and

WHEREAS, the storm drain easement is necessary for storm drain maintenance but is not part of the large parcel that is being conveyed to the City in fee with the Grant Deed; and

WHEREAS, there is also a need for a Common Use Agreement (CUA) between the City and Reclamation District 2062 (RD2062) as a portion of the storm drain easement shares an area with an easement recorded in favor of RD2062 for the levee system. RD2062 provides flood control and other similar services for the River Islands portion of the Stewart Tract; and

WHEREAS, the proposed CUA, included as Attachment "F" to the City Manager's Report, sets forth the terms and conditions to which the RD2062 access can coexist with the City storm drain easement and pipe; and

WHEREAS, escrow instructions are included as Attachment "D" to the City Manager Report to ensure proper execution and recordation of the documents; and

WHEREAS, City staff inspected the improvements and confirmed that the improvements have been completed in accordance with City specifications and are deemed complete by the City Engineer; and

WHEREAS, RID has submitted lien releases for the improvements proposed to be accepted and staff received a one-year maintenance bond and as-built drawings for said improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the Water Tank, Boosters, and Sewer Pump Station, approves a Common Use Agreement with RD2062, accepts an Irrevocable Offer of Dedication for Storm Drain Easement, and accept conveyance of real property by Grant Deed for a portion of Parcel 1 for Tract 3876 from RID.

The foregoing resolution was passed and adopted this 12th day of September, 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

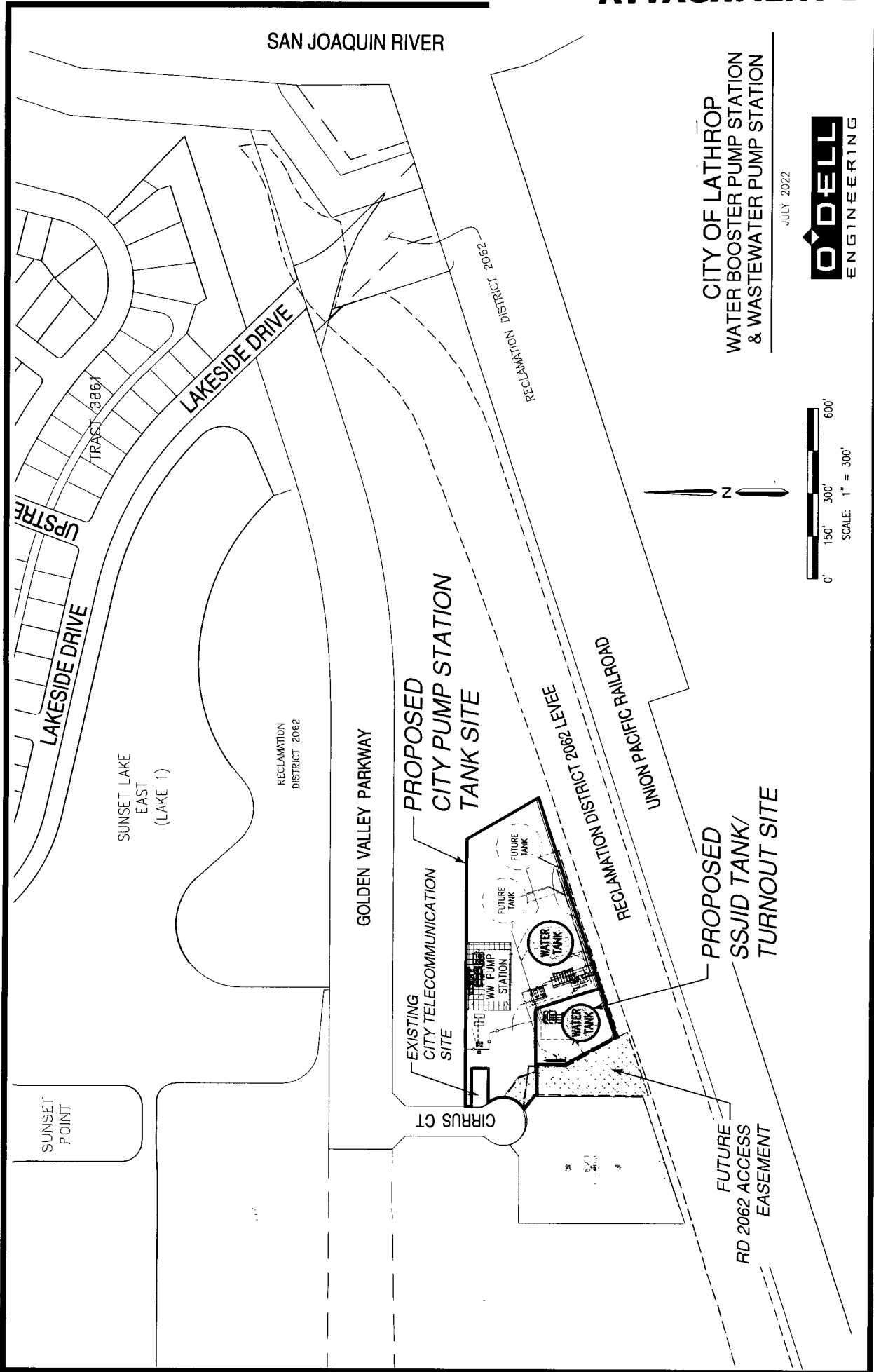
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



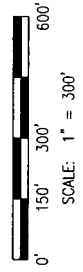
Salvador Navarrete, City Attorney

ATTACHMENT B



CITY OF LATHROP
WATER BOOSTER PUMP STATION
& WASTEWATER PUMP STATION

JULY 2022



**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Project Name: City of Lathrop Potable Water Storage and Pump Station and Sewer Pump Station at River Islands - Phase I

Submitted by: PACE

Date: 8/3/2022

Item Number	Description	UM	Qty	Unit Price	Total Price
1	Site - 42" City Sewer w/6' MH	L.F.	346	\$ 462	\$ 160,000
2	Site - 6" & 8" City Sewer Pipe	L.F.	353	\$ 113	\$ 40,000
3	Site - 12" & 18" City SSFM	L.F.	528	\$ 133	\$ 70,000
4	Site - 16" & 30" Transmission Water Lines	L.F.	394	\$ 508	\$ 200,000
5	Site - 24" & 30" City Water Line	L.F.	335	\$ 328	\$ 110,000
6	Site - 24" City Drain Pipe	L.F.	35	\$ 429	\$ 15,000
7	Site - 24" Tank Overflow Pipe	L.F.	35	\$ 429	\$ 15,000
8	Site - 3/4" Stainless Steel Pipe	LS	1	\$ 10,000	\$ 10,000
9	Site - 2" Water Pipe	LS	1	\$ 25,000	\$ 25,000
10	Site - 3" Stilling Well Pipe	LS	1	\$ 25,000	\$ 25,000
11	Site - 3" Chemical PVC Pipe	LS	1	\$ 30,000	\$ 30,000
12	Site - Misc Precast	LS	1	\$ 55,000	\$ 55,000
13	Site - Bollards	LS	1	\$ 10,000	\$ 10,000
14	Site - Site Paving	LS	1	\$ 170,000	\$ 170,000
14	Tank - 1.5 Million Gallon Welded Steel Tank (Excluding Installation Labor)	LS	1	\$ 400,000	\$ 400,000
15	Tank - Foundation	CY	75	\$ 1,800	\$ 135,000
16	Tank - Coating	LS	1	\$ 300,000	\$ 300,000
17	Tank - Tank Mixer	LS	1	\$ 180,000	\$ 180,000
18	Tank - Inlet/Outlet Piping	LS	1	\$ 60,000	\$ 60,000
19	Sewer Wet Well - Wet Well	LS	1	\$ 635,000	\$ 635,000
20	Sewer Wet Well - Hatches	LS	1	\$ 145,000	\$ 145,000
21	Sewer Wet Well - Floor Slope	LS	1	\$ 20,000	\$ 20,000
22	Sewer Wet Well - Sluice Gates	EACH	2	\$ 20,000	\$ 40,000
23	Sewer Wet Well - Sewer Pumps	EACH	2	\$ 120,000	\$ 240,000
24	Sewer Wet Well - Pipe Supports	LS	1	\$ 30,000	\$ 30,000
25	Sewer Wet Well - Underground Mechanical Piping and Valves	LS	1	\$ 50,000	\$ 50,000
26	Sewer Wet Well - Aboveground Mechanical Piping and Valves	LS	1	\$ 70,000	\$ 70,000
27	Site B Building - Pump Barrels	LS	1	\$ 105,000	\$ 105,000
28	Site B Building - Aboveground Suction and Discharge Piping	LS	1	\$ 250,000	\$ 250,000
29	Site B Building - Underground Mechanical Piping and Valves	LS	1	\$ 100,000	\$ 100,000
30	Site B Building - Building and Columns Foundation	LS	1	\$ 75,000	\$ 75,000
31	Site B Building - Masonry Walls	LS	1	\$ 100,000	\$ 100,000
32	Site B Building - Concrete Equipment Pad	LS	1	\$ 80,000	\$ 80,000
33	Site B Building - Structural Steel	LS	1	\$ 100,000	\$ 100,000
34	Site B Building - Roofing System	LS	1	\$ 70,000	\$ 70,000
35	Site B Building - Chemical Tank	LS	1	\$ 40,000	\$ 40,000
36	Site B Building - Small and Large Booster Pumps	LS	1	\$ 160,000	\$ 160,000
37	Site B Building - Air Compressor	LS	1	\$ 10,000	\$ 10,000
38	Site B Building - Hydropneumatic Tanks	LS	1	\$ 150,000	\$ 150,000
39	Site B Building - Instrumentation	LS	1	\$ 45,000	\$ 45,000
40	Site B Building - Motor Control Center and Control Panel	LS	1	\$ 300,000	\$ 300,000
41	Site B Building - Conduit, Wires, Junction Boxes	LS	1	\$ 70,000	\$ 70,000
42	Site B Building - HVAC Equipment	LS	1	\$ 50,000	\$ 50,000
43	Site B Building - Conduit, Wires, Junction Boxes	LS	1	\$ 70,000	\$ 70,000

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Project Name: City of Lathrop Potable Water Storage and Pump Station and Sewer Pump Station at River Islands - Phase I

Submitted by: PACE

Date: 8/3/2022

Item Number	Description	UM	Qty	Unit Price	Total Price
44	Site B Building - HVAC Equipment	LS	1	\$ 50,000	\$ 50,000
45	Site C Building - Foundation	LS	1	\$ 55,000	\$ 55,000
46	Site C Building - Masonry Walls	LS	1	\$ 80,000	\$ 80,000
47	Site C Building - Equipment Pads	LS	1	\$ 10,000	\$ 10,000
48	Site C Building - Structural Steel	LS	1	\$ 50,000	\$ 50,000
49	Site C Building - Trusses	LS	1	\$ 50,000	\$ 50,000
50	Site C Building - Roofing System	LS	1	\$ 95,000	\$ 95,000
51	Site C Building - Chemical Tank	LS	1	\$ 40,000	\$ 40,000
52	Site C Building - Instrumentation	LS	1	\$ 35,000	\$ 35,000
53	Site C Building - Motor Control Center and Control Panel	LS	1	\$ 250,000	\$ 250,000
54	Site C Building - Conduit, Wires, Junction Boxes	LS	1	\$ 45,000	\$ 45,000
55	Site C Building - HVAC Equipment	LS	1	\$ 50,000	\$ 50,000
56	Site C Site - Exterior Concrete Work and Equipment Pads	LS	1	\$ 105,000	\$ 105,000
57	Site C Site - Conduit, Wires, Pullboxes	LS	1	\$ 130,000	\$ 130,000
58	Site C Site - Switch Board	LS	1	\$ 200,000	\$ 200,000
59	Site C Site - 900 kW Generator	LS	1	\$ 300,000	\$ 300,000
60	Site C Site - Radio Tower	LS	1	\$ 75,000	\$ 75,000
Total					\$ 6,635,000

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF GRANT DEED
(RIVER ISLANDS AT LATHROP)**

September 12, 2022

Via Email and Hand Delivery

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

**Re: Recordation of Grant Deed (Water Tank & Pump Station Site);
Escrow No. 1214022687**

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of Califia, LLC, a California limited liability company ("**Califia**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced Grant Deed ("**Grant Deed**"). Recordation of the Grant Deed 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 Grant Deed will be recorded at the time designated by Califia as set forth below. The Grant Deed can only be recorded after the City has accepted and approved the site in writing. The closing date for the Transaction is intended to occur by October 31, 2022, at the time designated in writing by Califia, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Grant Deed has not been recorded by December 31, 2022, ORTC will return the Grant Deed to the City.

B. Documents to be Delivered and Recordation Documents

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

B.1. One original Grant Deed for the water tank and pump station site, executed and acknowledged by Califia and accepted by the City (provided to title by City).

B.2. One original Common Use Agreement with Island Reclamation District No. 2062 for portion of levee easements in River Islands Employment Center, including Offer of Dedication for Storm Drain Purposes (provided to title by City).

B.3. One original Offer of Dedication for Storm Drain Purposes (provided to title by City).

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

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF GRANT DEED
(RIVER ISLANDS AT LATHROP)**

C. 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:

C.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;

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

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

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

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

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

D.7. You have confirmed that the following documents have been recorded in the Official Records, prior to recording the Recordation Documents: Common Use Agreement with Island Reclamation District No. 2062 for portion of levee easements in River Islands Employment Center and Offer of Dedication for Storm Drain Purposes.

D. Closing Process and Priorities

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

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

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF GRANT DEED
(RIVER ISLANDS AT LATHROP)**

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

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

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

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

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

E. Additional Instructions

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

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

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

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Susan Dell’Osso Date
President
Califia, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF GRANT DEED
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

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

Old Republic Title Company

By: _____
Its: _____
Date: _____

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED
(WATER TANK & PUMP STATION SITE)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CALIFIA, LLC, a California limited liability company ("*Grantor*"), hereby grants to the CITY OF LATHROP, a California municipal corporation ("*Grantee*"), that certain real property located in the City of Lathrop, County of San Joaquin, State of California, along with all improvements thereon, as described in the legal description and plat attached hereto as EXHIBIT A ("*Land*") incorporated herein by this reference.

Grantor intends to convey the Land in fee, subject to the limitations noted below.

Grantor intends to convey with the Land any and all riparian rights or other water interests to which the Land is entitled therein appurtenant or relating to the Property, whether such water rights shall be riparian, overlying, littoral, percolating, prescriptive, adjudicated, statutory or contractual ("*Water Rights*").

While Grantor intends to transfer the Water Rights with the Land, it does not intend by this grant to sever the riparian rights of the surrounding properties. With this conveyance Grantor intends to retain to any and all land surrounding the Property all riparian rights to which those lands are entitled.

Notwithstanding the above grant, Grantor intends to except and reserve unto Grantor, its successors and assigns, together with the right to grant and transfer all or a portion of the same:

A. All rights that the Land may have in and to that Water Right License 2637 (Application 5155/Permit 2720) granted by the State Water Resources Control Board and held by Island Reclamation District No. 2062.

B. The right and power to utilize, convey, remove, treat, and store the Water Rights from the Land, to divert or otherwise utilize such water, rights or interests on the Land or other property, but without, however any right to enter upon the surface of the Land in the exercise of such rights.

C. All oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing, that may be within or under the Land, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said Land or any other land including the right to whipstock or directionally drill and mine from lands other than the Land, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore or operate through the surface or the upper five hundred feet (500') of the subsurface of the Land.

SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of August 25, 2022.

GRANTOR:

CALIFIA, LLC,
a California limited liability company

By: _____
Susan Dell'Osso, President

[ATTACH NOTARY ACKNOWLEDGMENT]

EXHIBIT A

Legal Description of Land

(Attached)

**LEGAL DESCRIPTION
WATER TANK SITE
RIVER ISLANDS
LATHROP, CALIFORNIA**

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

BEING A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 3876, RIVER ISLANDS, PHASE 1B, LARGE LOT FINAL MAP", FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 56, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF J7 COURT (NOW KNOWN AS CIRRUS COURT), AS SAID COURT IS DESCRIBED IN DOCUMENT NO. 2020-076610, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN THE GRANT DEED TO THE CITY OF LATHROP BY DOCUMENT NO. 2020-076609, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG THE BOUNDARY OF SAID PARCEL, THE FOLLOWING THREE (3) COURSES:

- 1) EAST 81.72 FEET,
- 2) NORTH 40.00 FEET AND
- 3) WEST 90.00 FEET TO THE EAST LINE OF SAID COURT;

THENCE ALONG SAID EAST LINE, NORTH 14.50 FEET;

THENCE LEAVING SAID EAST LINE, EAST 634.85 FEET;

THENCE, SOUTH 30°00'00" EAST 195.42 FEET;

THENCE, SOUTH 71°53'26" WEST 474.68 FEET;

THENCE, NORTH 18°06'34" WEST 159.04 FEET;

THENCE, WEST 147.54 FEET;

THENCE, NORTH 18°08'02" WEST 38.51 FEET;

THENCE, NORTH 53°02'44" WEST 64.37 FEET TO THE EAST LINE OF SAID COURT;

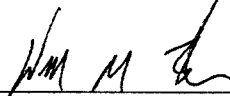
THENCE ALONG SAID EAST LINE, NORTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 56.00 FEET, FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 89°42'17" WEST, THROUGH A CENTRAL ANGLE OF 39°40'44" AND AN ARC DISTANCE OF 38.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.279 ACRES, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

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



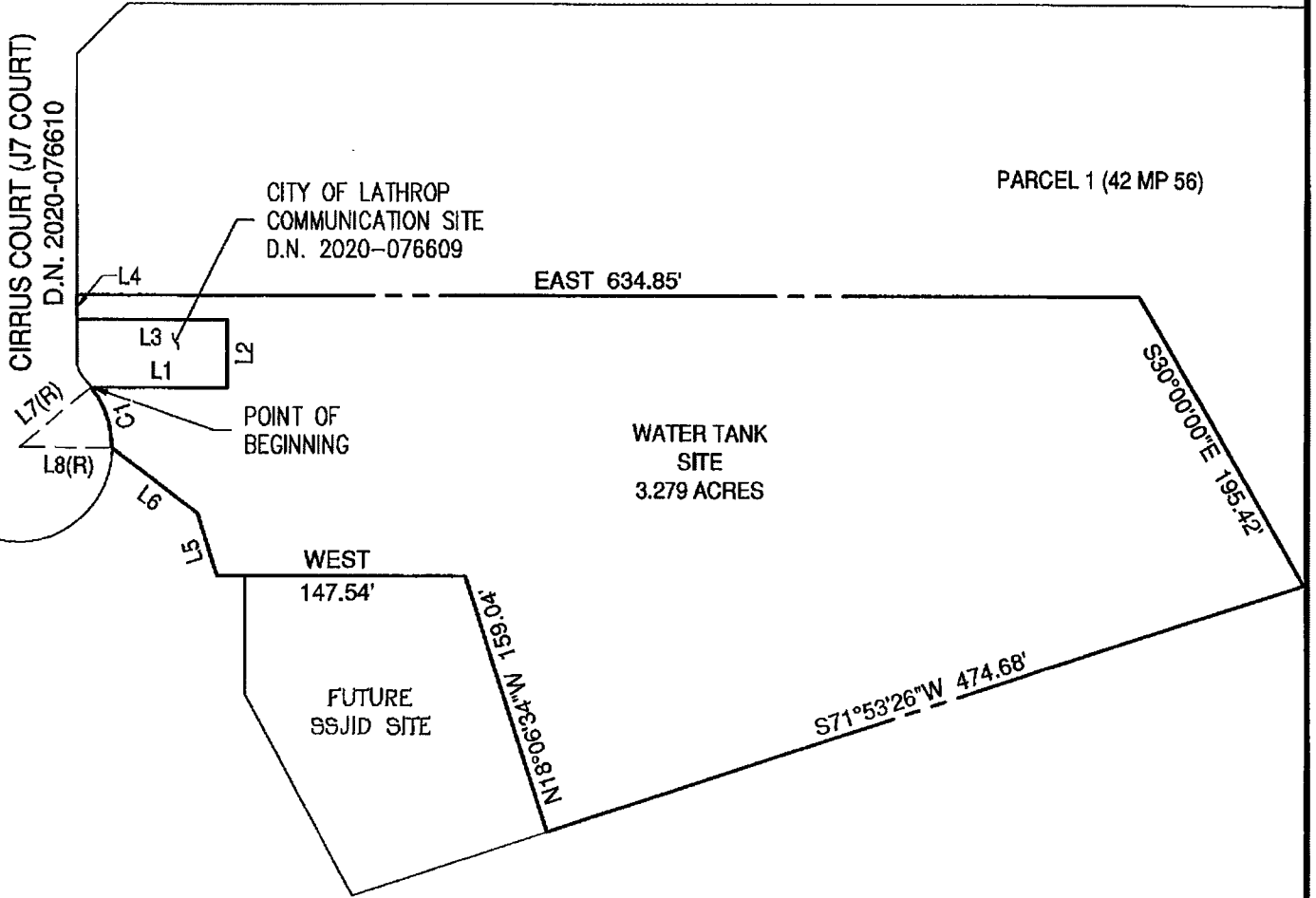
WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



7/26/2022
DATE

GOLDEN VALLEY PARKWAY (D.N. 2019-070952)

PARCEL 1 (42 MP 56)

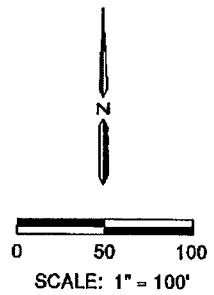


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	EAST	81.72'
L2	NORTH	40.00'
L3	WEST	90.00'
L4	NORTH	14.50'
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L6	N53°02'44"W	64.37'
L7	S50°36'58"W	56.00'
L8	S89°42'17"E	56.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	56.00'	39°40'44"	38.78'

LEGEND

- D.N. DOCUMENT NUMBER
- MP MAPS AND PLATS (BK-PG)
- POB POINT OF BEGINNING
- (R) RADIAL BEARING



PLAT

RIVER ISLANDS				1 OF 1
CITY WATER TANK SITE				
SCALE:	1"=100'	DATE:	2022-07-08	
JOB NO.:	25503			
FILE:	25503-PLAT-WATER TANK SITE.DWG			



T:\25503-RIVER ISLANDS\PHASE 22 - FINAL WATER TANK SITE\ACAD\LEGAL DESCRIPTION\25503-PLAT-WATER TANK SITE.DWG

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**COMMON USE AGREEMENT
FOR A PORTION OF LEVEE EASEMENTS IN
RIVER ISLANDS EMPLOYMENT CENTER
BY AND BETWEEN THE
CITY OF LATHROP
AND
ISLAND RECLAMATION DISTRICT NO. 2062**

This **COMMON USE AGREEMENT FOR A PORTION OF LEVEE EASEMENTS IN RIVER ISLANDS EMPLOYMENT CENTER**, associated with Phase 1 of River Islands at Lathrop entered into on this ____**th day of September, 2022** ("Agreement") and is made and entered into by ISLAND RECLAMATION DISTRICT NO. 2062, a reclamation district organized under the laws of the State of California (the "District"), and the **CITY OF LATHROP**, a municipal corporation in the State of California (the "City"), together, "the Parties".

RECITALS

- A. This Agreement relates to certain real property to be dedicated by Califia, LLC, to City for public utility purposes, including water tanks, pump stations and appurtenances, along with a storm drainage line that will need an easement to transverse off-site.
- B. The Agreement also sets forth the process and includes a grant of Easements Deed (included herein as Exhibit "B" to this Agreement) that will be dedicated by Califia, LLC, for a storm drainage line that will extend into the levee easement of the District.
- C. On April 19, 2016, the District recorded easements across properties owned by Califia, LLC and River Islands Development, LLC for the right to control and maintain the levees constructed by District for flood protection purposes to protect development of Stage 1 sub-planning area of the River Islands Site ("Levee Easements").
- D. As part of the River Islands project, Califia, LLC is dedicating water tanks, pump stations and appurtenances within the River Islands Employment Center that includes a storm drainage pipeline that will transverse the portion of the existing Levee Easements as depicted in Exhibit "A" to this Agreement.
- E. Since the Levee Easements have been recorded to provide appropriate legal access and authority to District for its flood protection works ("District Works") in accordance with the State

Water Code and applicable FEMA regulations, and these levees are designed to provide 200-year Urban Level of Flood Protection (ULOP) in accordance with approved State Department of Water Resources Standards, prior to the approval of the City's water tanks and pump stations, the Parties acknowledge and agree that it is necessary for the Parties to enter into an agreement to outline the duties and responsibilities of each Party, for the betterment of the public and to avoid conflicts in each Party's individual obligations under applicable law to the portion of the storm drainage easement within portions of the Levee Easements ("Common Use Area").

AGREEMENT

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

1. City hereby agrees to the construction, reconstruction, maintenance or use by District of the District Works located within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
2. District hereby agrees to the construction, reconstruction, maintenance or use by City of the storm drainage line within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
3. District and City acknowledge the priority of title of each other wherever applicable to the Common Use Area.
4. District has reviewed the improvement plans for the storm drainage line prepared by O'Dell Engineering and has no objections to the design and proposed construction of the facilities located within the Common Use Area.
5. In the event that the future use of the storm drainage easement shall at any time necessitate rearrangement, relocation or reconstruction of any of the District's works within the Common Use Area, City shall notify District in writing of such necessity pursuant to applicable sections of the Water Code and City agrees to pay the cost of such rearrangement, relocation or reconstruction of District Works following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the District, which approval shall not be unreasonably withheld.
6. In the event that the future use of the District Works shall at any time necessitate rearrangement, relocation or reconstruction of any of the Village MM Portion of Walsh Court within the Common Use Area, District shall notify City in writing of such necessity and District agrees to pay the cost of such rearrangement, relocation or reconstruction of the storm drainage line following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the City, which approval shall not be unreasonably withheld.
7. City shall pay the cost to maintain, repair or replace City's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by District, except for damage resulting from maintenance, repair or replacement by District.
8. District or its assignees shall pay the cost to maintain, repair and replace District's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification,

alteration or relocation not requested or undertaken by City, excepting damage resulting from maintenance, repair or replacement by City.

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

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

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

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

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

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

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

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

13. District shall be responsible for the vegetation and weed control activities of its levee slopes and adjacent areas that may transverse the Common Use Area. City shall be responsible for any landscaping and irrigation improvements within its right of way, including within the Common Use Area. The City or its assignees shall become responsibility for weed control within portions of the Common Use Area that are landscaped by the City.

14. To the extent that the City's rights to its storm drainage easement under the applicable laws of the State of California do not hinder or conflict with the rights of the District under applicable laws of the State of California, such rights of the District shall remain and be in full force and effect. Should any conflict with the rights of the City by rights of the District be identified, the District hereby subrogates its rights to the City, subject to review and approval of the District's legal counsel.

15. This Agreement shall not have a prescribed term. Termination of Agreement shall only occur if the Common Use Area ceases to be in existence and the need for this Agreement and its rights and

obligations contained herein cease to be necessary. Either Party may provide written notice of such termination, subject to review and verification of the other Party.

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

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

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

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

18. This Agreement is governed by California law.

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

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

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

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

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

CITY OF LATHROP
A California municipal corporation

ISLAND RECLAMATION DISTRICT
NO. 2062, a California reclamation
district

By: _____
Stephen Salvatore, City Manager

By: _____
Susan Dell'Osso, President

ATTEST:

By: _____
Teresa Vargas, City Clerk

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

By: _____
Salvador V. Navarrete, City Attorney

EXHIBIT "A"
COMMON USE AREA DEPICTION

GOLDEN VALLEY PARKWAY (D.N. 2019-070952)

PARCEL 1 (42 MP 56)

CIRRUS COURT (J7 COURT)
D.N. 2020-076610

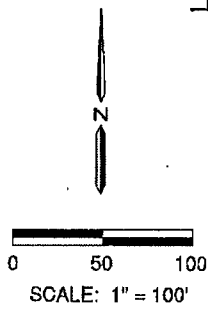
CITY OF LATHROP
COMMUNICATION SITE
D.N. 2020-076609

FUTURE
WATER TANK
SITE

WEST 147.54'

FUTURE
SSJID SITE

STORM DRAIN EASEMENT
11,190 S.F.



T:\25503-RIVER ISLANDS\PHASE 22 - FINAL WATER TANK SITE\ACAD\LEGAL DESCRIPTION\25503-PLAT-SD EASEMENT.DWG

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S82°52'07"E	99.86'
L2	SOUTH	90.52'
L3	S28°21'29"E	135.69'
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L5	N28°21'29"W	148.74'
L6	NORTH	82.96'
L7	N82°52'07"W	104.79'

LINE TABLE		
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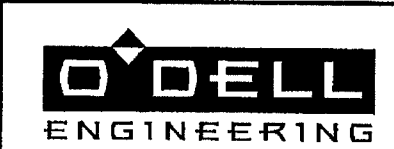
LINE TABLE		
LINE #	DIRECTION	LENGTH
L15	NORTH	14.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
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PLAT

LEGEND

D.N. DOCUMENT NUMBER
MP MAPS AND PLATS (BK-PG)
POB POINT OF BEGINNING
(R) RADIAL BEARING



RIVER ISLANDS

10' STORM DRAIN EASEMENT			
SCALE:	1"=100'	DATE:	2022-07-25
JOB NO.:	25503		
FILE:	25503-PLAT-SD EASEMENT.DWG		

EXHIBIT "B"
OFFER OF DEDICATION FOR STORM DRAINAGE EASEMENT

*Recording Requested by and
Please Return to:*

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

*This Instrument Benefits City Only
No Fee Required*

This Space Above for Recorder's Use Only

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT
FOR STORM DRAIN PURPOSES
(RIVER ISLANDS EMPLOYMENT CENTER)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CALIFIA, LLC, a California limited liability company, hereby grant(s) to the CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California, an easement for ingress and egress for storm drain pipeline maintenance, repair, replacement and other public purposes, over and across the hereinafter described real property situated in City of Lathrop and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

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

SIGNATURES:

Signed this 25th day of August, 2022.

CALIFIA, LLC
a California limited liability company

By: _____
Susan Dell'Osso, President

(Notary Acknowledgment Required for Each Signatory)

EXHIBIT A
LEGAL DESCRIPTION
STORM DRAIN EASEMENT
(RIVER ISLANDS EMPLOYMENT CENTER)

(See Attached)

**LEGAL DESCRIPTION
12' STORM DRAIN EASEMENT
RIVER ISLANDS
LATHROP, CALIFORNIA**

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

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THENCE, SOUTH 90.52 FEET;

THENCE, SOUTH 28°21'29" EAST 135.69 FEET;

THENCE, NORTH 71°53'26" EAST 597.10 FEET;

THENCE, SOUTH 18°06'34" EAST 12.00 FEET;

THENCE, SOUTH 71°53'26" WEST 607.13 FEET;

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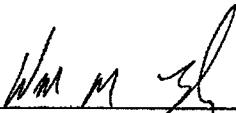
THENCE ALONG SAID EAST LINE, NORTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 56.00 FEET, FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 20°29'21" WEST, THROUGH A CENTRAL ANGLE OF 20°10'37" AND AN ARC DISTANCE OF 19.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,190 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

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



WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



8/9/2022
DATE

GOLDEN VALLEY PARKWAY (D.N. 2019-070952)

PARCEL 1 (42 MP 56)

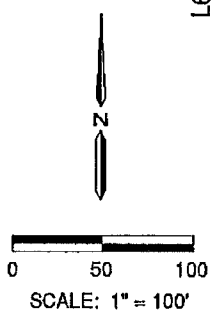
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FUTURE
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FUTURE
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STORM DRAIN EASEMENT
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PLAT

LEGEND

- D.N. DOCUMENT NUMBER
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- POB POINT OF BEGINNING
- (R) RADIAL BEARING



RIVER ISLANDS

10' STORM DRAIN EASEMENT			
SCALE:	1"=100'	DATE:	2022-07-25
JOB NO.:	25503		
FILE:	25503-PLAT-SD EASEMENT.DWG		

I:\25503-RIVER ISLANDS\PHASE 22 - FINAL WATER TANK SITE\ACAD\LEGAL DESCRIPTION\25503-PLAT-SD EASEMENT.DWG

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FOR STORM DRAIN PURPOSES
(RIVER ISLANDS EMPLOYMENT CENTER)**

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SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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Signed this 25th day of August, 2022.

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a California limited liability company

By: _____
Susan Dell'Osso, President

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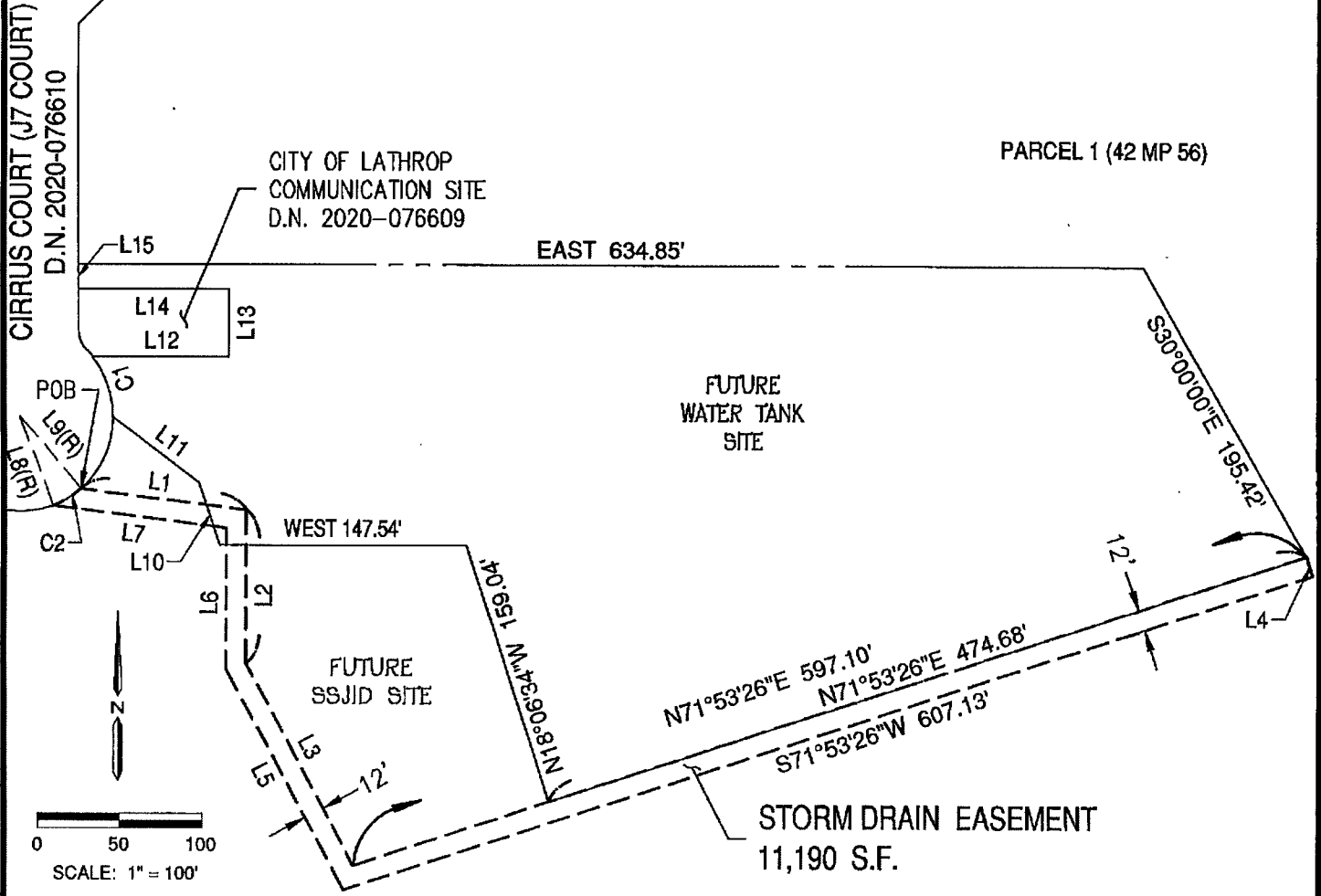
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GOLDEN VALLEY PARKWAY (D.N. 2019-070952)

PARCEL 1 (42 MP 56)



0 50 100
SCALE: 1" = 100'

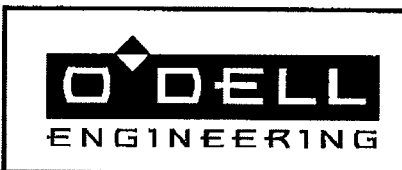
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L1	S82°52'07"E	99.86'
L2	SOUTH	90.52'
L3	S28°21'29"E	135.69'
L4	S18°06'34"E	12.00'
L5	N28°21'29"W	148.74'
L6	NORTH	82.96'
L7	N82°52'07"W	104.79'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L8	N20°29'21"W	56.00'
L9	N40°39'58"W	56.00'
L10	N18°08'02"W	38.51'
L11	N53°02'44"W	64.37'
L12	EAST	81.72'
L13	NORTH	40.00'
L14	WEST	90.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L15	NORTH	14.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	56.00'	39°40'44"	38.78'
C2	56.00'	20°10'37"	19.72'

LEGEND
 D.N. DOCUMENT NUMBER
 MP MAPS AND PLATS (BK-PG)
 POB POINT OF BEGINNING
 (R) RADIAL BEARING



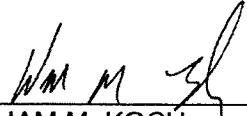
RIVER ISLANDS			
10' STORM DRAIN EASEMENT			
SCALE:	1"=100'	DATE:	2022-07-25
JOB NO.:	25503		
FILE:	25503-PLAT-SD EASEMENT.DWG		

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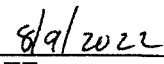
I:\25503-RIVER ISLANDS\PHASE 22 - FINAL WATER TANK SITE\ACAD\LEGAL DESCRIPTION\25503-PLAT-SD EASEMENT.DWG

END OF DESCRIPTION

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



WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



DATE

This is to certify that the interest in real property offered herein to the City of Lathrop is hereby acknowledged by the undersigned, City Clerk, on behalf of the City of Lathrop City Council to authority conferred by the Lathrop Municipal Code and the grantee(s) consent(s) to the recordation thereof by its duly authorized officer

TERESA VARGAS, CITY CLERK

By: _____

Date: _____

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