

**CITY MANAGER'S REPORT
MARCH 11, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: APPROVAL OF PUBLIC ACCESS AND UTILITIES EASEMENTS TO SERVE LATHROP-MANTECA FIRE DISTRICT STATION NO. 35

RECOMMENDATION: Adopt Resolution Approving Access and Utility Easements, Rejecting Irrevocable Offers of Street Dedication and Approving an Improvement Agreement for Frontage Improvements to Lathrop-Manteca Fire District Fire Station No. 35

SUMMARY:

Pursuant to an agreement between River Islands Development, LLC ("RID") dated July 17, 2018 and the Lathrop-Manteca Fire District ("LMFD") and Conditional Use Permit 15-86, approved on March 23, 2016, by the Lathrop Planning Commission, to construct a new fire station within the employment center district of the River Islands at Lathrop has been substantially completed to serve the residents of River Islands and the surrounding area.

This new station, Station 35 as named by LMFD, has been constructed at the southwest corner of future Somerston Parkway and Golden Valley Parkway on a 1.98-acre site, as shown on Attachment B to this report. The actual parcel being created for dedication by RID to LMFD is shown on Attachment C.

While the Station 35 location is ideal for both near term and future access, it is the first permanent use within the River Islands Employment Center District (Business Park) and interim utilities and access roads are necessary to serve the site until other development in the Business Park extends permanent utilities and roadway improvements. An interim extension of Somerston Parkway has been constructed to serve as the public access to Station 35. Also, an emergency vehicle access easement or "EVAE" is being provided along the future alignment of Golden Valley Parkway to allow an existing all-weather roadway (compacted gravel) to be used for LMFD trucks and personnel to access Lakeside Drive and Stewart Road and utility Manthey Road and Interstate 5.

RID is also offering for dedication the utility rights of way necessary for both Somerston Parkway and Golden Valley Parkway. This will give the City the ability to accept the full right of way of these major streets when full improvements are constructed or guaranteed.

Finally, half street improvements are being guaranteed with an Improvement Agreement and guarantee bonds. Attachment D depicts the various easements and access points necessary to serve Station 35.

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The resolution, included as Attachment A to this report, if approved, would approve and direct the City Clerk to accept, execute and record interim access and utility easements associated with Station 35, would reject the irrevocable offers of dedication for Somerston Way and Golden Valley Parkway, and would approve the Improvement Agreement to guarantee half street improvements on the frontages of the Fire Station 35.

BACKGROUND:

Since the River Islands project began construction in 2012, the LMFD has been tracking response times to the various uses and neighborhoods within River Islands. The location of Station 35 was chosen by the LMFD Chief to provide access to a large portion of the River Islands Community quickly, including all of the Phase 1 development area. LMFD is planning a second station within River Islands Phase 2 area in the future when development patterns and response times warrant it. An agreement between RID and LMFD provides the terms and conditions to which Station 35 was funded for construction and operation. The 12,836 square foot facility includes living quarters for LMFD firefighters, administrative offices for the Chief, Battalion Chiefs and other administrative personnel, a reception area for the public, a conference room, apparatus bay for fire trucks and equipment and a community meeting room that will be used by the LMFD Board of Directors for their public meetings. The conference room can also be used by other community groups and organizations.

The site for Station 35 was chosen due to its close proximity to major east-west and north-south arterial streets in River Islands that can provide quick access to all existing and future areas of the River Islands development, as well as other areas of the City and the LMFD service boundary. Nearby freeways are also accessible by utilizing an emergency vehicle access easement to Lakeside Drive/Stewart Road/Mantney Road.

During the design of Station 35, LMFD applied for and received a conditional approval of the station with the Planning Commission's approval of Conditional Use Permit 15-86. The conditions of approval require River Islands to extend public access and utilities to the site and to guarantee frontage improvements associated with Golden Valley Parkway and Somerston Parkway. This extension includes two paved travel lanes, shoulders and a paved ADA access (sidewalk) to provide pedestrian access to Station 35 from existing neighborhoods in River Islands. It also includes interim water, sewer, storm drainage and telecommunications services to the site.

As previously mentioned, a number of interim and permanent easements and offers of dedication are required for Station 35. It should be noted that the station is ready for temporary occupancy at this time, but issuance of final certificate of occupancy by the Building official cannot be provided without legal public access established.

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In addition to the required easements, the conditional use permit for Station 35 required improvements associated with roadways adjacent to the fire station site to be either completed or guaranteed. Because the full improvements associated with Golden Valley Parkway and Somerston Parkway extend major utility lines to serve the entire Employment Center area, fully extending these arterial roadways is not feasible at this time to serve only Station 35. RID has guaranteed construction of half of the street on Somerston Way and Golden Valley Parkway associated with the frontage of Station 35 site. This was satisfied with a performance bond and labor and materials bond. An Improvement Agreement included as Exhibit C to Attachment D was drafted to bind RID to the guarantee and set the amount and conditions for the bonds.

If RID fails to construct the frontage improvements adjacent to Fire Station 35 in the future, the City needs to construct the improvements within City right of way. For that reason, in addition to the interim access and utility improvements constructed by RID, RID also provided an Irrevocable Offer of Dedication of Somerston Way and Golden Valley Parkway. However, the City would not typically accept dedication of public streets until the improvements are constructed. For that reason, staff is recommending that the Council reject the Irrevocable Offers of Dedication, but record those offers so the City Council can accept them in the future either once the improvements are constructed, or in order to allow the City to construct them. The Irrevocable Offers of Dedication remain open, and can be accepted by the City at any time in the future.

The attached resolution directs that the easements dedications in Exhibit A be approved, that the irrevocable offers of dedication in Exhibit B be rejected, and that the Improvement Agreement in Exhibit C be approved, as shown on Attachment D to this report:

- Exhibit A:** Easement 1: Interim Public Access Easement (PAE) and Public Utilities Easement (PUE) for Somerston Parkway and for Golden Valley Parkway Adjacent to the Fire Station to provide interim public access to Station 35.
Easement 2: PUE for a water service
Easement 3: PUE for a fire service
Easement 4: PAE for expansion of Somerston cul-de-sac
Easement 5: Emergency Vehicle Access Easement (EVAE) along Golden Valley Parkway alignment from Station 35 to Stewart Road/Lakeside Drive.
- Exhibit B:** Easement 1, 2 and 3: Offer of Dedication for the utility right of way for Somerston Parkway
Easement 4 and 5: Offer of Dedication for utility right of way for Golden Valley Parkway
- Exhibit C:** Improvement Agreement for half streets for Somerston and Golden Valley associated with the frontage of Station 35 site.

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Upon Council action, the City Clerk can accept and record the easements, The City Clerk can reject and record the irrevocable offers of dedication, and the City Manager can execute the Improvement Agreement.

REASON FOR RECOMMENDATION:

Staff recommends accepting the access and utility easements, rejecting the irrevocable offers of dedication and approving the Improvement Agreement to provide public access and utilities to the LMFD Station 35 site by approving the resolution provided as Attachment A to this report.

BUDGET IMPACT:

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

ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop Approving Certain Easements and Offers of Easements for Access and Utilities and Approving an Improvement Agreement for Frontage Improvements to Lathrop Manteca Fire District Fire Station No. 35
- B. Vicinity Map of Fire Station 35
- C. For the proposed Fire Station 35 Parcel
- D. Map of all easements, Right-of-Way dedication and Offers of Dedication for Fire Station 35

Exhibit A: Easement 1: Interim Public Access Easement (PAE) and Public Utilities Easement (PUE) for Somerston Parkway and for Golden Valley Parkway Adjacent to the Fire Station to provide interim public access to Station 35.

Easement 2: PUE for a water service

Easement 3: PUE for a fire service

Easement 4: PAE for expansion of Somerston cul-de-sac

Easement 5: Emergency Vehicle Access Easement (EVAE) along Golden Valley Parkway alignment from Station 35 to Stewart Road/Lakeside Drive.

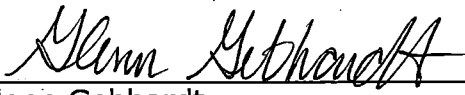
Exhibit B: Easement 1, 2 and 3: Offer of Dedication for the utility right of way for Somerston Parkway

Easement 4 and 5: Offer of Dedication for utility right of way for Golden Valley Parkway

Exhibit C: Improvement Agreement for half streets for Somerston and Golden Valley associated with the frontage of Station 35 site.

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APPROVALS



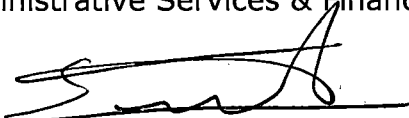
Glenn Gebhardt
City Engineer

3/7/19
Date

for 

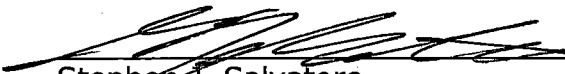
Cari James
Administrative Services & Finance Director

3.7.19
Date



Salvador Navarrete
City Attorney

3.7.19
Date



Stephen J. Salvatore
City Manager

3.7.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING ACCESS AND UTILITY EASEMENTS, REJECTING IRREVOCABLE OFFERS OF STREET DEDICATION AND APPROVING AN IMPROVEMENT AGREEMENT FOR FRONTAGE IMPROVEMENTS TO LATHROP MANTECA FIRE DISTRICT FIRE STATION NO. 35

WHEREAS, on March 23, 2016, the Lathrop Planning Commission approved Conditional Use Permit 15-86 (CUP-15-86), which allows for the construction and operation of Lathrop Manteca Fire District ("LMFD") Fire Station No. 35 ("Station 35"); and

WHEREAS, CUP-15-86 provides a number of conditions of approval necessary for the orderly development of Station 35, including the provision of public utilities, access and the guarantee of frontage improvements to the Station 35 site; and

WHEREAS, River Islands Development, LLC ("RID") entered into an agreement with LMFD for mitigation of impacts associated with the River Islands at Lathrop development, including financing of Station 35 and provision of the real property associated with Station 35; and

WHEREAS, RID has accepted responsibility for the provisions of public utilities and access necessary for Station 35 and its consultants and engineers have drafted the necessary legal descriptions, plats, deeds and related documents to establish the legal basis for the various easements, irrevocable offers of dedication and Improvement Agreement associated with Station 35, with such documents transmitted with the City Manager's Report entitled "Approval of Public Access and Utilities to Serve Lathrop Manteca Fire District Station Number 35" for the March 11, 2019 Council meeting as Exhibits "A" through "C" of Attachment D, and these documents are included and incorporated herein; and

WHEREAS, RID has entered into an Improvement Agreement and has posted performance and labor and materials bonds to guarantee construction of half streets for Somerston and Golden Valley associated with the frontage of Station 35 site; and

WHEREAS, the City wishes to accept and record Exhibit "A" of Attachment "D" to provide interim public access and utilities for Station 35, to reject and record Exhibit "B" to allow acceptance of these street dedications in the future, and to approve the Improvement Agreement. Details of these documents are identified in the March 11, 2019 City Manager's Report, but are repeated below for clarity:

- Exhibit A: Easement 1: Interim Public Access Easement (PAE) and Public Utilities Easement (PUE) for Somerston Parkway and for Golden Valley Parkway Adjacent to the Fire Station to provide interim public access to Station 35.
Easement 2: PUE for a water service
Easement 3: PUE for a fire service

Easement 4: PAE for expansion of Somerston cul-de-sac
Easement 5: Emergency Vehicle Access Easement (EVAE) along
Golden Valley Parkway alignment from Station 35 to Stewart
Road/Lakeside Drive.

Exhibit B: Easement 1, 2 and 3: Irrevocable Offer of Dedication for the
ultimate right of way for Somerston Parkway
Easement 4 and 5: Irrevocable Offer of Dedication for ultimate
right of way for Golden Valley Parkway

Exhibit C: Improvement Agreement for half streets for Somerston and
Golden Valley associated with the frontage of Station 35 site.

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

1. That the City Manager, or their designee, is authorized to accept and
record the public access easements, public utility easements and emergency vehicle
access easements in substantially the form as attached to the March 11, 2019 City
Manager report, as Exhibit A to Attachment D.

2. That the City hereby rejects the Irrevocable Offer of Dedication for
Somerston Way and Golden Valley Parkway in substantially the form as attached to
the March 11, 2019 City Manager report, as Exhibit B to Attachment D, and that the
City Manager, or their designee, is authorized to record the Irrevocable Offer of
Dedication with the San Joaquin County Assessor/Recorder/County Clerk Office to
allow the City Council to accept these offers of street dedication in the future.

3. That the City Manager, or their designee, is authorized to execute an
Improvement Agreement with River Islands Development, LLC, in substantially the
form as attached to the March 11, 2019 staff report, as Exhibit C to Attachment D,
and the final executed copy will be filed with the City Clerk.

The foregoing resolution was passed and adopted this 11th day of March 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

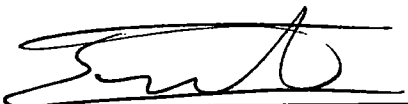
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

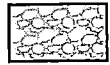
APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



ASPHALT PAVED ACCESS



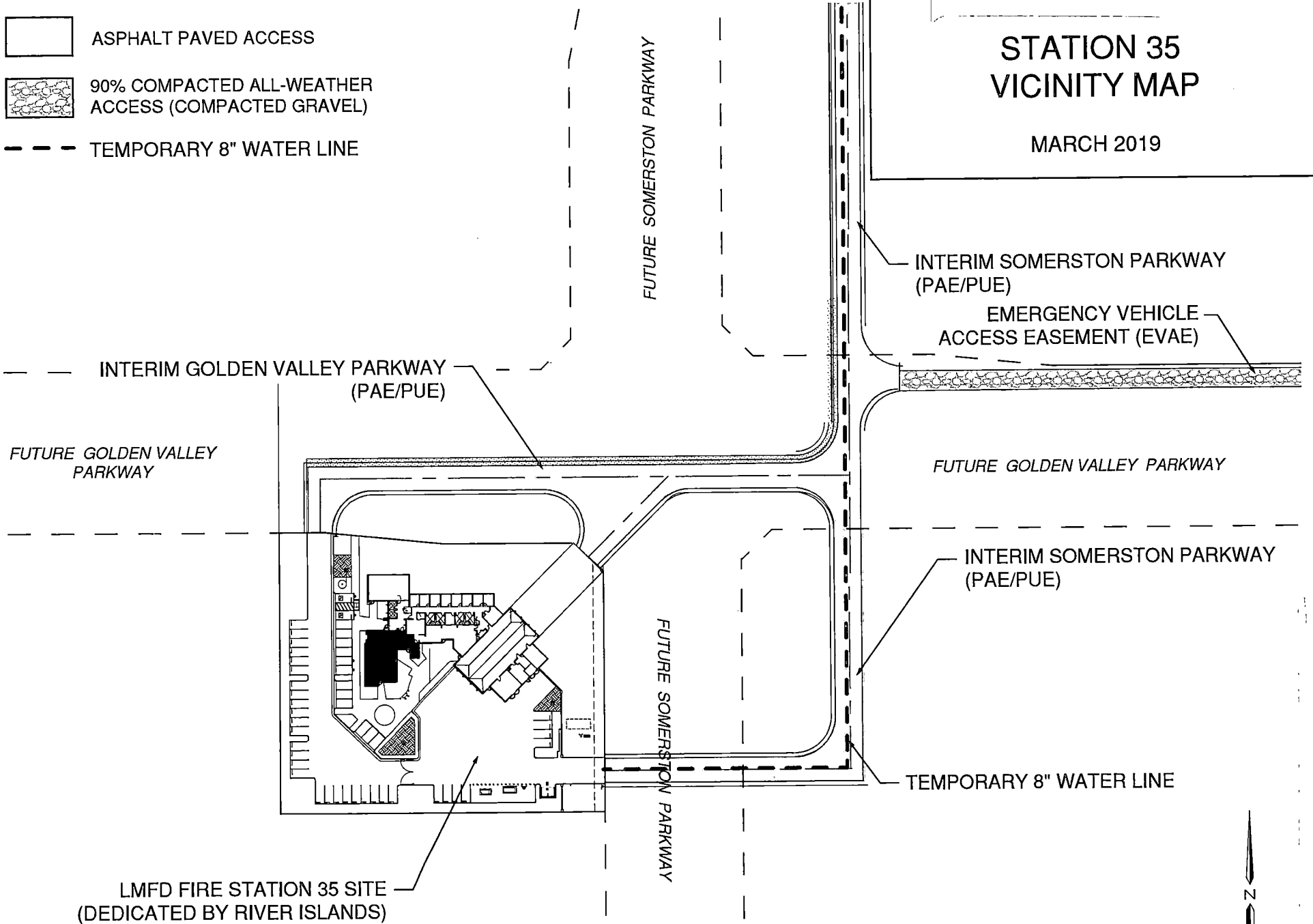
90% COMPACTED ALL-WEATHER ACCESS (COMPACTED GRAVEL)



TEMPORARY 8" WATER LINE

**STATION 35
VICINITY MAP**

MARCH 2019



INTERIM SOMERSTON PARKWAY (PAE/PUE)

EMERGENCY VEHICLE ACCESS EASEMENT (EVAE)

INTERIM GOLDEN VALLEY PARKWAY (PAE/PUE)

FUTURE GOLDEN VALLEY PARKWAY

FUTURE GOLDEN VALLEY PARKWAY

INTERIM SOMERSTON PARKWAY (PAE/PUE)

TEMPORARY 8" WATER LINE

LMFD FIRE STATION 35 SITE (DEDICATED BY RIVER ISLANDS)

FUTURE SOMERSTON PARKWAY

FUTURE SOMERSTON PARKWAY

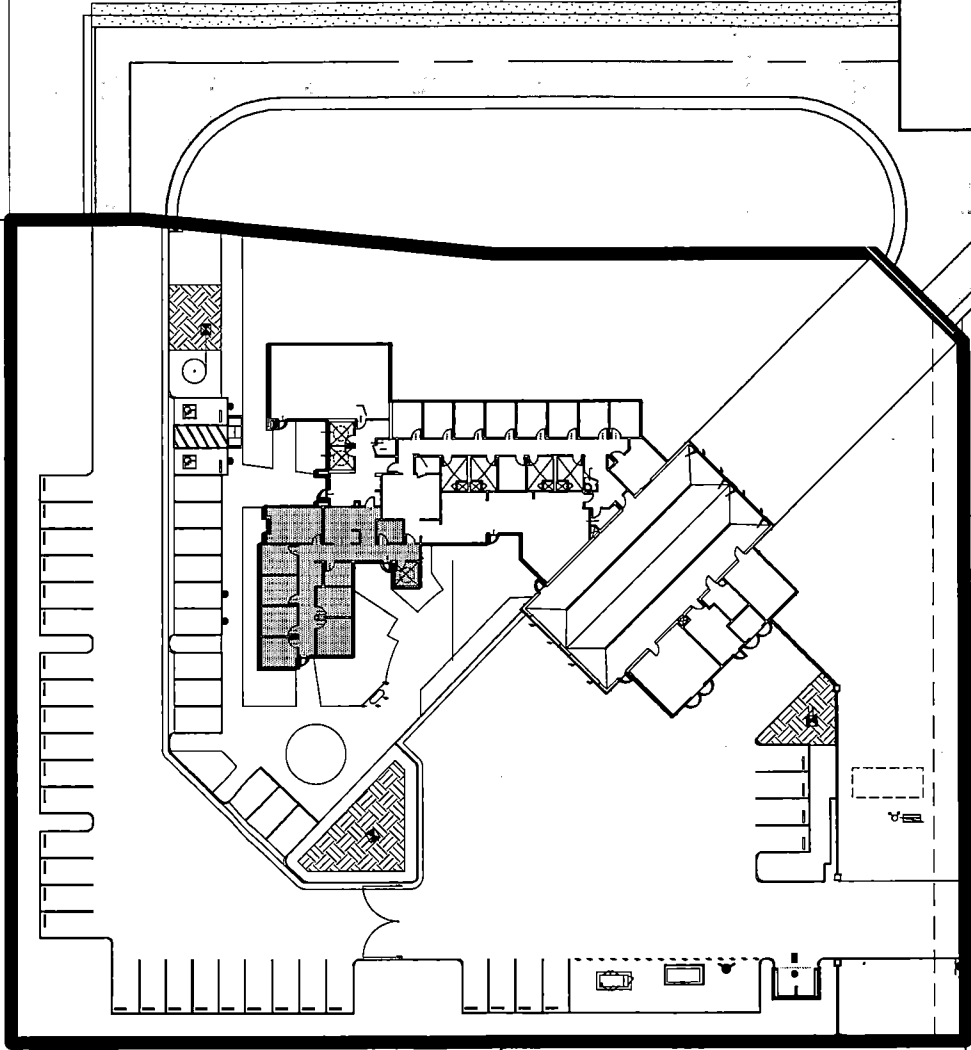
ATTACHMENT B



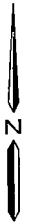
NO SCALE

PROPOSED
FIRE STATION
PARCEL

MARCH 2019



STATION 35
PARCEL BOUNDARY
(1.98 ACRES)

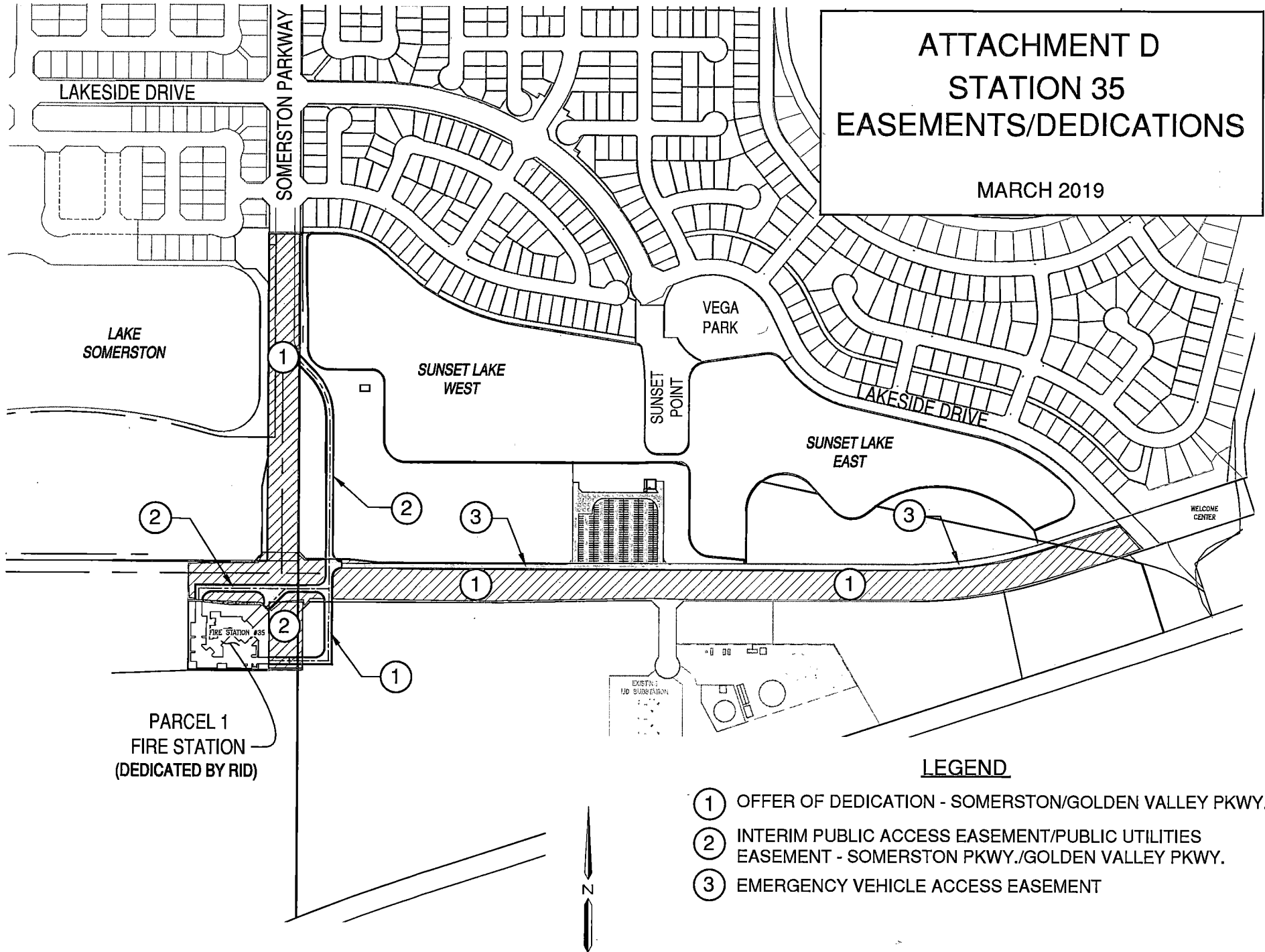


NO SCALE

ATTACHMENT C

ATTACHMENT D STATION 35 EASEMENTS/DEDICATIONS

MARCH 2019



PARCEL 1
FIRE STATION
(DEDICATED BY RID)

LEGEND

- ① OFFER OF DEDICATION - SOMERSTON/GOLDEN VALLEY PKWY.
- ② INTERIM PUBLIC ACCESS EASEMENT/PUBLIC UTILITIES EASEMENT - SOMERSTON PKWY./GOLDEN VALLEY PKWY.
- ③ EMERGENCY VEHICLE ACCESS EASEMENT

**RECORDING REQUESTED BY
AND PLEASE RETURN TO:**

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

Exempt from payment of recording fees (GC 27383)

THIS SPACE ABOVE FOR RECORDER'S USE ONLY

**PUBLIC ACCESS, PUBLIC UTILITY AND EMERGENCY VEHICLE ACCESS
EASEMENT DEED**

This Deed for Public Access Easements, Public Utility Easements and Emergency Vehicle Access Easements ("PAE/PUE/EVAE Deed") dated as of March __, 2019, is made and entered into by and between River Islands Development, LLC, a California limited liability company, ("Grantor") and the City of Lathrop, a municipal corporation ("Grantee").

RECITALS

A. Grantor is the owner of certain real property situated in the City of Lathrop, San Joaquin County, California (hereafter referred to as the "Easement Area"), and more particularly described in Exhibit A, attached to this PAE/PUE/EVAE Deed and hereby incorporated by reference.

B. Grantee is or will be the operator of certain public utilities and public roadways which serve the Easement Area and other real property situated in the City of Lathrop, San Joaquin County, California and may therefore be the beneficiary of an easement in gross. Certain public utilities, including a potable water line and fire service line and related appurtenances, and paved roadways and walkways for public access and all weather roadway (compacted gravel) for emergency vehicle access are being constructed for benefit of the City of Lathrop, (collectively, the "Improvements") over, under and across a portion of the Easement Area.

C. Grantee desires the right of ingress and egress over and across a portion of the Easement Area for public access purposes.

D. Grantee desires the right of ingress and egress over and across a portion of the Easement Area for emergency vehicle access purposes.

E. Grantee desires to acquire public utility, public access and emergency vehicle access rights in the Easement Area.

NOW, THEREFORE, for good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easements. Grantor grants to Grantee the following easements as detailed in Exhibit A to this PAE/PUE/EVAE Deed:

- a) Easement 1: Interim Public Access Easement (PAE) and Public Utilities Easement (PUE) for Somerston Parkway and for Golden Valley Parkway Adjacent to the proposed Station 35 Fire Station.
- b) Easement 2: Public Utility Easement (PUE) for potable water service to Station 35 Fire Station.
- c) Easement 3: Public Utility Easement (PUE) for a fire water service to Station 35 Fire Station.
- d) Easement 4: Public Access Easement (PAE) for the expansion of the Somerston Parkway cul-de-sac.
- e) Easement 5: Emergency Vehicle Access Easement (EVAE) along Golden Valley Parkway alignment from Station 35 Fire Station to Stewart Road/Lakeside Drive.

2. Description of Easements. The easements granted in this Deed include a Public Utility Easement, Public Access Easement and Emergency Vehicle Access Easement for the construction, installation, operation and maintenance of the Improvements over, under and across the Easement Area. Grantee shall use the easements granted hereunder, and shall conduct all activities within the Easement Area, in accordance with applicable law and all recorded covenants, conditions and restrictions affecting the Easement Area which are of record at the commencement of the Term of this easement as specified in paragraph 6 below.

3. Secondary Easements. The easement granted in this Deed includes the following incidental rights: the right to ingress and egress over the Easement Area at all times and to perform such activities on the Easement Area as are reasonably necessary for the construction, installation, operation and maintenance of the Improvements (“Construction Access”). In exercising these rights, Grantee must use reasonable care and may not unreasonably increase the burden on the Easement Area or make any material changes to the Easement Area other than as necessary to construct, install, operate and maintain public utilities as contemplated herein.

4. Grantee Covenants. Grantee agrees to use the Easement Area only in a manner consistent with the terms and conditions hereof. In the event that Grantor gives Grantee written notice that Grantee’s use of the Easement Area violates the terms and conditions of this Easement, Grantee shall promptly take such steps as are necessary to cure such violation. Grantee shall not make any changes to the Easement Area that are inconsistent with the purposes of this easement as herein described, without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Any above-grade Improvements to the Easement

Area shall be subject to the prior written approval of the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee shall repair and maintain the Improvements at no cost to Grantor. Grantee shall restore the surface of the Easement Area following any construction, installation, or maintenance of the Improvements to as good or better a condition as existed prior to that construction, installation or maintenance.

5. Indemnity. Grantee agrees to indemnify, defend and hold Grantor, and Grantor's employees and agents, harmless from and against all fines, suits, losses, costs, expenses, liabilities, claims, demands, actions, damages and judgments, including reasonable and actual attorneys' fees and costs of suit (collectively, "Claims") arising from the use of the Easement Area by Grantee or its occupants, licensees, invitees or guests.

6. Term. The easement granted in this PAE/PUE/EVAE Deed shall commence on the date the PAE/PUE/EVAE Deed is recorded in the official records of San Joaquin County and shall terminate upon the recordation/filing of a final map or parcel map, as defined by the California Subdivision Map Act, over the Easement Area with San Joaquin County in its official records or should otherwise be quitclaimed by City in the future. City shall require that Grantor or successor in interest, to provide substitute Public Utility Easement(s) and/or Public Access Easements(s) and/or Emergency Vehicle Access Easement(s) in the form and location approved by the City Engineer with any final map or parcel map used to terminate this Agreement.

7. Nonexclusive Easement. The easements granted in this Deed is nonexclusive. Grantor retains the right to make any use of the Easement Area, including the right to grant concurrent easements in the Easement Area to third parties that do not interfere with Grantee's free use and enjoyment of the easement.

8. Deed Non-assignable. This Deed shall not be assigned other than by Grantee and in that case only for public utility purposes. Any other purported assignment of this Deed or of any interest in this Deed shall be void and of no effect.

9. Entire Agreement. This Deed constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations with respect to the use of the Easement Area for public utility purposes that are not expressly set forth in this Deed are of no force and effect. Except as provided in paragraph 6 above, any amendment to this Deed shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

10. Binding Effect. This Deed shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Deed as of the date shown above.

GRANTOR:

River Islands Development, LLC

GRANTEE:

CITY OF LATHROP, a municipal corporation


Name: Susan Dell'Osso
Its: President

Name: Stephen Salvatore,
By: City Manager

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

NOTARY ACKNOWLEDGMENT TO FOLLOW

EXHIBIT "A"
EASEMENT AREA DESCRIPTION
(Follows this Page)

**EXHIBIT A
LEGAL DESCRIPTION
FIRE STATION 35 EASEMENTS
(PUBLIC UTILITY EASEMENTS, PUBLIC ACCESS EASEMENTS,
EMERGENCY VEHICLE ACCESS EASEMENT)
RIVER ISLANDS, STAGE 1
LATHROP, CALIFORNIA**

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

EASEMENT 1 (PUBLIC ACCESS AND UTILITY EASEMENT):

BEING PORTIONS OF: (1) PARCELS 1 AND 2, AS SAID PARCELS ARE 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; AND (2) LOT B, AS SAID LOT IS SHOWN ON THE MAP ENTITLED "TRACT 3861, RIVER ISLANDS, VILLAGE C1", FILED APRIL 10, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 34, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN CORNER OF PARCEL 5, AS SAID PARCEL 5 IS SHOWN ON THE MAP ENTITLED "TRACT 3826, RIVER ISLANDS, PHASE 1B, VILLAGES D & E", FILED SEPTEMBER 1, 2016, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 67, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG THE SOUTHERN LINE OF SAID PARCEL 5, WEST 315.03 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, SOUTH 160.00 FEET;

THENCE, EAST 44.74 FEET;

THENCE, SOUTH 84°17'22" EAST 120.60 FEET;

THENCE, EAST 127.29 FEET;

THENCE, SOUTH 45°00'00" EAST 42.43 FEET;

THENCE, SOUTH 210.70 FEET TO THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, EAST 259.00 FEET;

THENCE, NORTH 348.70 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 36.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 56.55 FEET;

THENCE, NORTH 13.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A';

THENCE, NORTH 15.00 FEET;

FEBRUARY 12, 2019

**EXHIBIT A
LEGAL DESCRIPTION
FIRE STATION 35 EASEMENTS
RIVER ISLANDS, STAGE 1**

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 36.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 56.55 FEET;

THENCE, NORTH 541.39 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 266.00 FEET, THROUGH A CENTRAL ANGLE OF 44°18'50", AN ARC DISTANCE OF 205.73 FEET;

THENCE, NORTH 44°18'50" WEST 92.09 FEET TO THE EAST LINE OF AFORESAID PARCEL 2 (42 M&P 56);

THENCE, , ALONG THE EAST LINE OF SAID PARCEL 2, AS SHOWN ON SAID MAP, SOUTH 57.26 FEET;

THENCE, LEAVING SAID LINE, SOUTH 44°18'50" EAST 51.12 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 226.00 FEET, THROUGH A CENTRAL ANGLE OF 44°18'50", AN ARC DISTANCE OF 174.79 FEET;

THENCE, SOUTH 632.22 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 28.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 43.98 FEET;

THENCE, WEST 445.03 FEET;

THENCE, SOUTH 8.00 FEET;

THENCE, WEST 43.00 FEET;

THENCE, SOUTH 69.17 FEET;

THENCE, EAST 19.74 FEET;

THENCE, SOUTH 84°17'22" EAST 35.44 FEET;

THENCE, NORTH 38.27 FEET;

THENCE, NORTH 79°24'57" EAST 13.23 FEET;

THENCE, EAST 170.17 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 36.00 FEET, THROUGH A CENTRAL ANGLE OF 117°03'39", AN ARC DISTANCE OF 73.55 FEET;

THENCE, SOUTH 45°00'00" EAST 32.18 FEET;

THENCE, NORTH 45°00'00" EAST 91.34 FEET;

FEBRUARY 12, 2019

**EXHIBIT A
LEGAL DESCRIPTION
FIRE STATION 35 EASEMENTS
RIVER ISLANDS, STAGE 1**

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 36.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC DISTANCE OF 28.27 FEET;

THENCE, EAST 104.99 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 36.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 56.55 FEET;

THENCE, SOUTH 118.13 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'B';

THENCE, SOUTH 67.74 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 36.00 FEET, THROUGH A CENTRAL ANGLE OF 09°03'06", AN ARC DISTANCE OF 5.69 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'C';

THENCE, CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 36.00 FEET, THROUGH A CENTRAL ANGLE OF 80°56'54", AN ARC DISTANCE OF 50.86 FEET;

THENCE, WEST 191.00 FEET;

THENCE, SOUTH 32.00 FEET TO SAID POINT BEGINNING;

CONTAINING 1.93 ACRES, MORE OR LESS.

EASEMENT 2 (PUBLIC UTILITY EASEMENT):

BEING A STRIP OF LAND FIFTEEN (15.00) FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCELS 1 AND 2, AS SAID PARCELS ARE 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 THE AFORESAID POINT 'B';

THENCE, FROM SAID POINT OF BEGINNING, WEST 227.00 FEET AND THERE TERMINATING.

CONTAINING 3,405 SQUARE FEET, MORE OR LESS.

EASEMENT 3 (PUBLIC UTILITY EASEMENT):

BEING A STRIP OF LAND FIFTEEN (15.00) FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCELS 1 AND 2, AS SAID PARCELS ARE 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:

FEBRUARY 12, 2019

**EXHIBIT A
LEGAL DESCRIPTION
FIRE STATION 35 EASEMENTS
RIVER ISLANDS, STAGE 1**

BEGINNING AT THE AFORESAID POINT 'C';

THENCE, FROM SAID POINT OF BEGINNING, WEST 226.55 FEET AND THERE TERMINATING.

CONTAINING 3,394 SQUARE FEET, MORE OR LESS.

EASEMENT 4 (PUBLIC ACCESS EASEMENT):

BEING A PORTION OF PARCEL 5, AS SAID PARCEL 5 IS SHOWN ON THE MAP ENTITLED "TRACT 3826, RIVER ISLANDS, PHASE 1B, VILLAGES D & E", FILED SEPTEMBER 1, 2016, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 67, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;
COMMENCING AT THE NORTHWEST CORNER OF PARCEL 2, 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, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SOMERSTON PARKWAY, AS SAID ROADWAY IS DEDICATED ON THE MAP ENTITLED "TRACT 3796, RIVER ISLANDS, VILLAGE 12", FILED FEBRUARY 27, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 30, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG THE WESTERN LINE OF SAID PARCEL 2, SOUTH 435.50 FEET TO THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID WESTERN LINE, SOUTH 103.05 FEET;

THENCE, LEAVING SAID WESTERN LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 57°08'24" WEST, THROUGH A CENTRAL ANGLE OF 59°33'53", AN ARC DISTANCE OF 77.97 FEET;

THENCE, NORTH 28.65 FEET;

THENCE, EAST 4.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 762 SQUARE FEET, MORE OR LESS.

EASEMENT 5 (EMERGENCY VEHICLE ACCESS EASEMENT):

BEING A STRIP OF LAND THIRTY (30.00) FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEING PORTIONS OF: (1) PARCEL 1, AS SAID PARCEL 1 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, AND; (2) LOT B, AS SAID LOT B IS SHOWN ON THE MAP ENTITLED "TRACT 3861, RIVER ISLANDS, VILLAGE C1", FILED APRIL 10, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 34, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT 'A';

THENCE, FROM SAID POINT OF BEGINNING, EAST 2,764.84 FEET;

FEBRUARY 12, 2019

**EXHIBIT A
LEGAL DESCRIPTION
FIRE STATION 35 EASEMENTS
RIVER ISLANDS, STAGE 1**

THENCE, NORTH 71°58'33" EAST 433.96 FEET TO THE NORTHEASTERN LINE OF SAID LOT B (42 M&P 34) AND THERE TERMINATING.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON SAID NORTHEASTERN LINE OF LOT B.

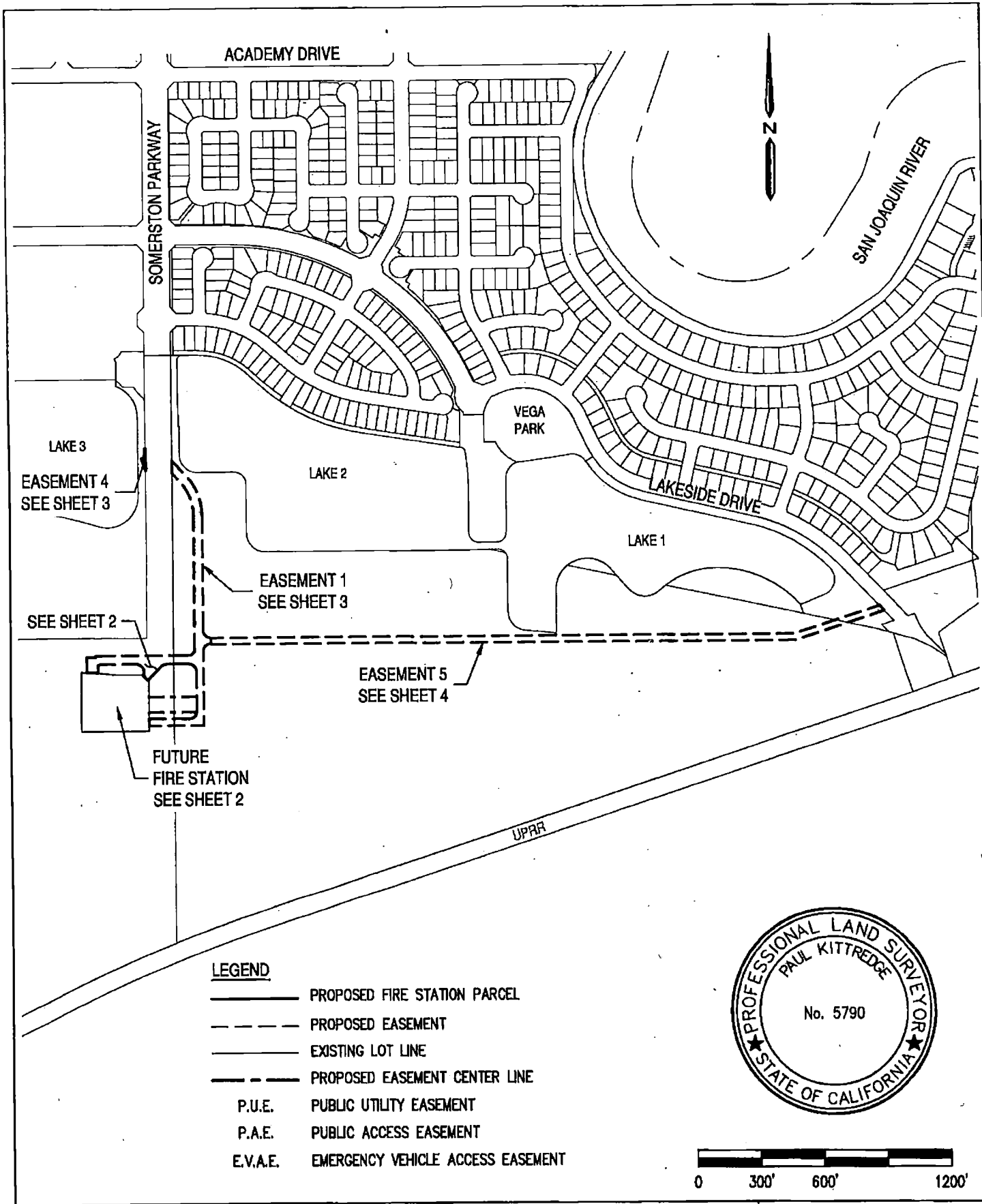
CONTAINING 2.20 ACRES, MORE OR LESS.

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

PAUL KITTREDGE
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 5790

DATE





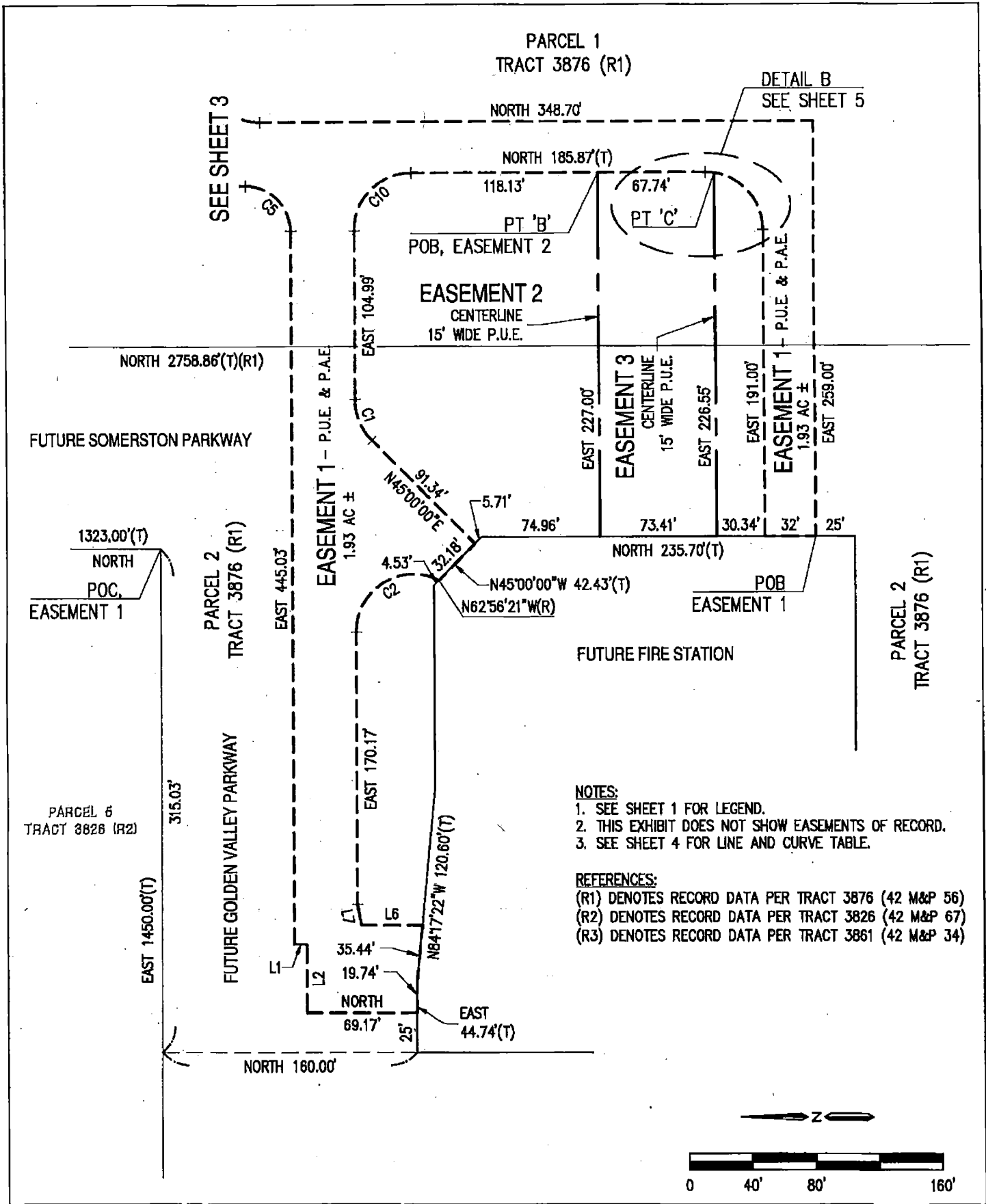
- LEGEND**
- PROPOSED FIRE STATION PARCEL
 - - - PROPOSED EASEMENT
 - EXISTING LOT LINE
 - - - PROPOSED EASEMENT CENTER LINE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.A.E. PUBLIC ACCESS EASEMENT
 - E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT



SCALE: 1" = 600'	
DRAWN BY: PK	
FILE: 25500-PLAT-FS35_EM.DWG	
DATE: 2/12/19	SHEET: 1 OF 5

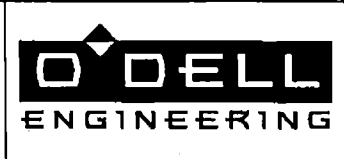
EXHIBIT B
RIVER ISLANDS
FIRE STATION 35 EASEMENTS
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

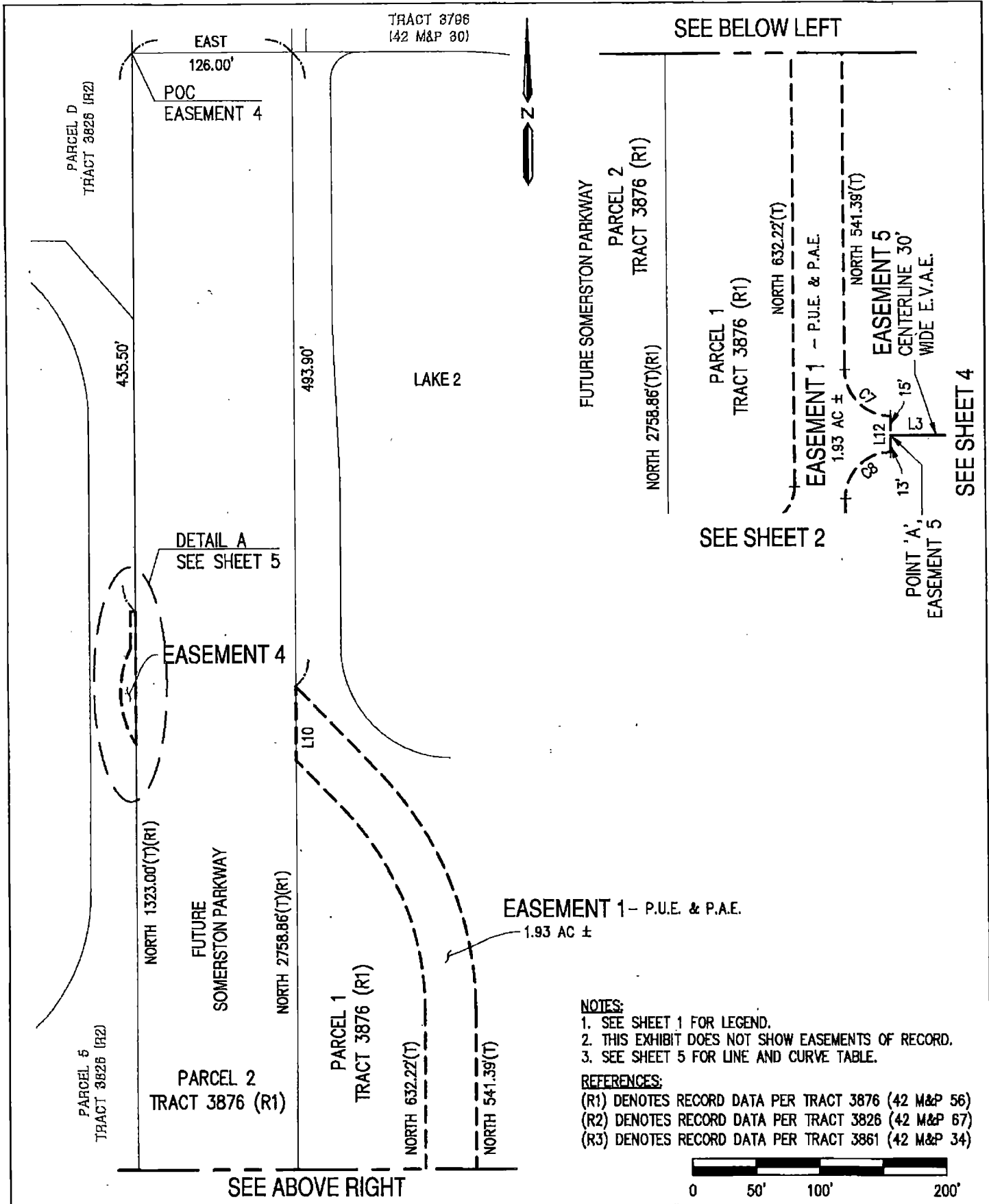




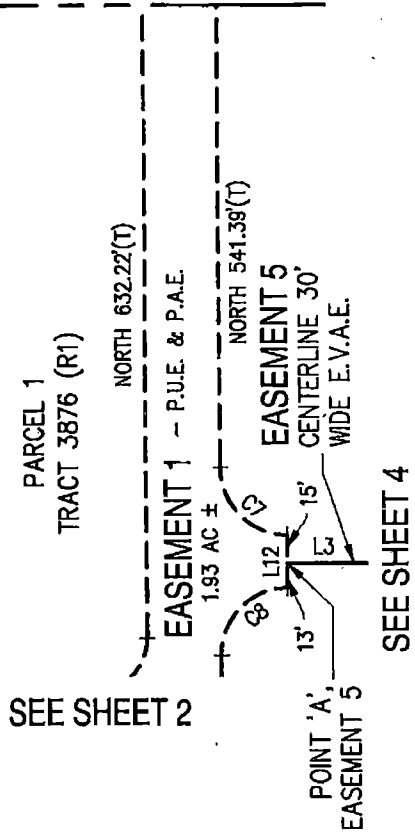
SCALE: 1" = 80'	
DRAWN BY: PK	
FILE: 25500-PLAT-FS35_EM.DWG	
DATE: 2/12/19	SHEET: 2 OF 5

EXHIBIT B
RIVER ISLANDS
FIRE STATION 35 EASEMENTS
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA





SEE BELOW LEFT



SEE ABOVE RIGHT

- NOTES:**
1. SEE SHEET 1 FOR LEGEND.
 2. THIS EXHIBIT DOES NOT SHOW EASEMENTS OF RECORD.
 3. SEE SHEET 5 FOR LINE AND CURVE TABLE.

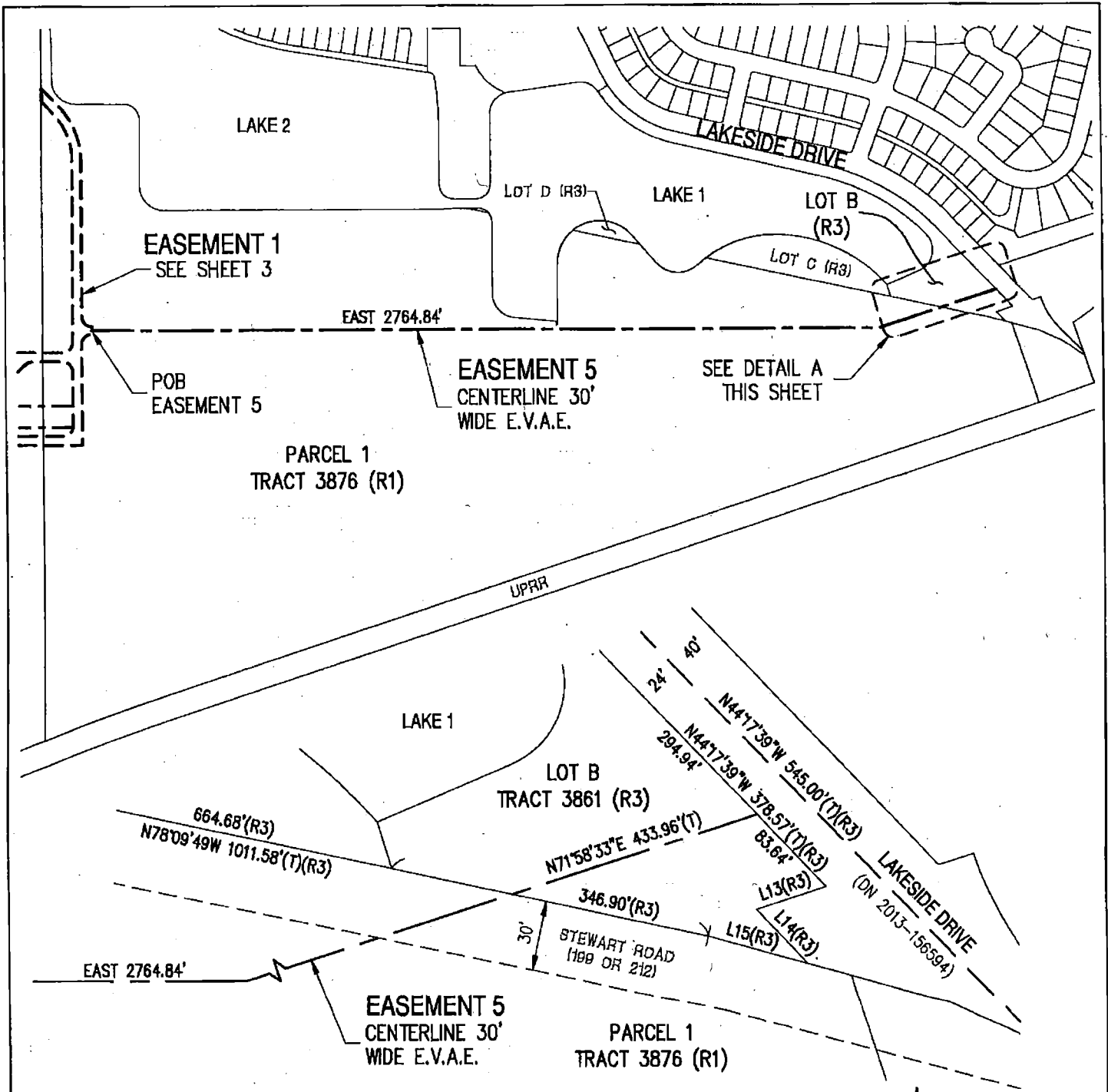
- REFERENCES:**
- (R1) DENOTES RECORD DATA PER TRACT 3876 (42 M&P 56)
 - (R2) DENOTES RECORD DATA PER TRACT 3826 (42 M&P 67)
 - (R3) DENOTES RECORD DATA PER TRACT 3861 (42 M&P 34)



SCALE: 1" = 100'	
DRAWN BY: PK	
FILE: 25500-PLAT-FS35_EM.DWG	
DATE: 2/12/19	SHEET: 3 OF 5

EXHIBIT B
RIVER ISLANDS
FIRE STATION 35 EASEMENTS
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA





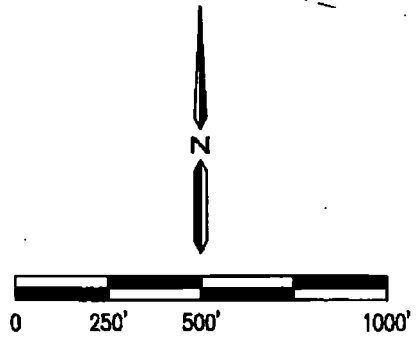
DETAIL A
NOT TO SCALE

NOTES:

1. SEE SHEET 1 FOR LEGEND.
2. THIS EXHIBIT DOES NOT SHOW EASEMENTS OF RECORD.
3. SEE SHEET 5 FOR LINE AND CURVE TABLE.

REFERENCES:

- (R1) DENOTES RECORD DATA PER TRACT 3876 (42 M&P 56)
- (R2) DENOTES RECORD DATA PER TRACT 3826 (42 M&P 67)
- (R3) DENOTES RECORD DATA PER TRACT 3861 (42 M&P 34)



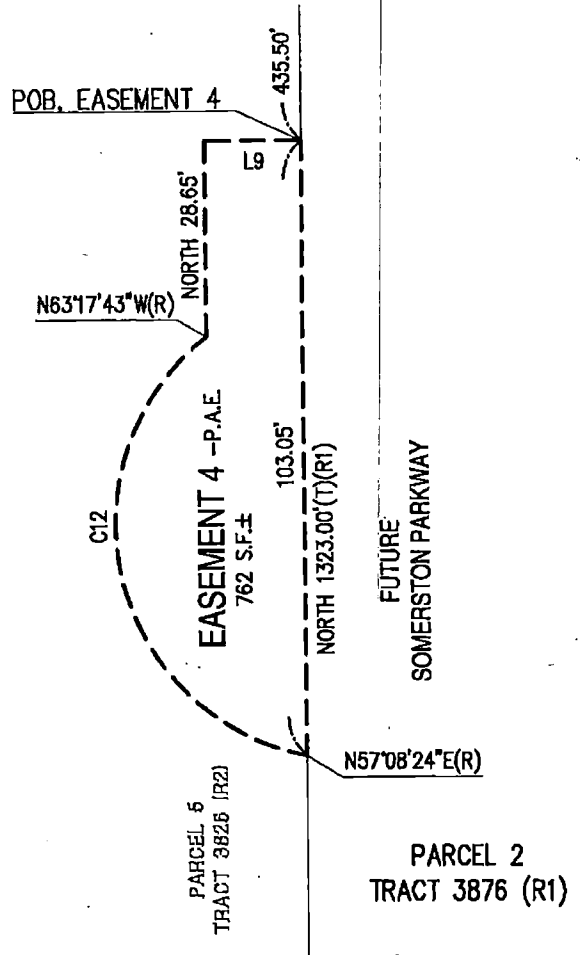
SCALE: 1" = 500'	
DRAWN BY: PK	
FILE: 25500-PLAT-FS35_EM.DWG	
DATE: 2/12/19	SHEET: 4 OF 5

EXHIBIT B
RIVER ISLANDS
FIRE STATION 35 EASEMENTS
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

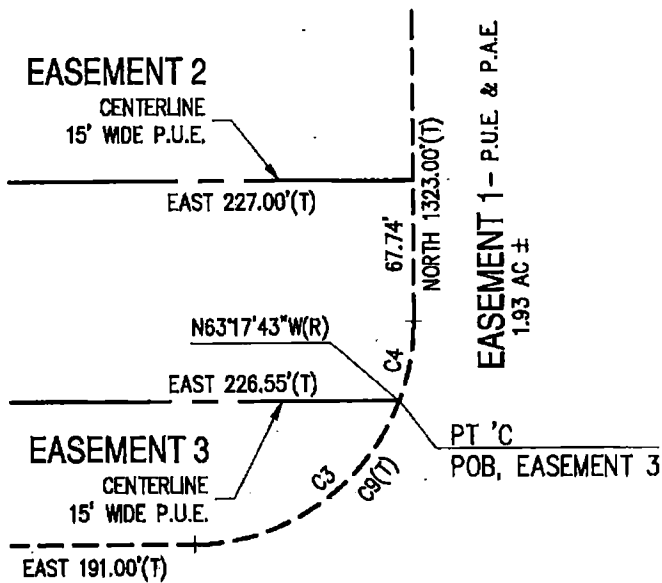


LINE TABLE		
LINE	DIRECTION	LENGTH
L1	NORTH	8.00'
L2	EAST	43.00'
L3	EAST	2764.84'
L4	N71°58'33"E	61.92'
L5	N44°17'23"W	46.53'
L6	NORTH	38.27'
L7	N79°24'57"E	13.23'
L8	N44°18'50"W	51.12'
L9	EAST	4.00'
L10	NORTH	57.26'
L11	N44°18'50"W	92.09'
L12	NORTH	28.00'
L13	N71°58'33"E	61.92'
L14	N44°17'23"W	46.53'
L15	N75°02'49"W	64.90'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	36.00	45°00'00"	28.27'
C2	36.00	117°03'39"	73.55'
C3	36.00	80°56'54"	50.86'
C4	36.00	9°03'06"	5.69'
C5	28.00	90°00'00"	43.98'
C6	266.00	44°18'50"	205.73'
C7	36.00	90°00'00"	56.55'
C8	36.00	90°00'00"	56.55'
C9	36.00	90°00'00"	56.55'
C10	36.00	90°00'00"	56.55'
C11	226.00	44°18'50"	174.79'
C12	75.00	59°33'53"	77.97'



DETAIL A
NOT TO SCALE



DETAIL B
NOT TO SCALE

SCALE: 1" = 500'
DRAWN BY: PK
FILE: 25500-PLAT-FS35_EM.DWG
DATE: 2/12/19
SHEET: 5 OF 5

EXHIBIT B
RIVER ISLANDS
FIRE STATION 35 EASEMENTS
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA



ODELL ENGINEERING

CLOSURE REPORT

DATE: 02/13/2019 AT 11:24 AM
 PROJECT: EASEMENTS 1 THRU 5 - CLOSURE AND AREA REPORT
 DESCRIPTION:
 CREATED BY: PKITTREDGE

TRAVERSE OF: EASEMENT 1, SITE: EASEMENT 1

BEARING	DISTANCE		NORTHING	EASTING
	STARTING	AT	2110002.3844	6323970.2192
N 00°00'00" W	32.00'	TO	2110034.3844	6323970.2192
N 90°00'00" E	191.00'	TO	2110034.3844	6324161.2192
N 00°00'00" E (R)	36.00'	TO	2110070.3844	6324161.2192
DELTA = 90°00'00" RADIUS = 36.00' LENGTH = 56.55'				
CHORD = N 45°00'00" E 50.91' TANGENT = 36.00'				
N 90°00'00" E (R)	36.00'	TO	2110070.3844	6324197.2192
N 00°00'00" E	185.87'	TO	2110256.2544	6324197.2192
N 90°00'00" W (R)	36.00'	TO	2110256.2544	6324161.2192
DELTA = 90°00'00" RADIUS = 36.00' LENGTH = 56.55'				
CHORD = N 45°00'00" W 50.91' TANGENT = 36.00'				
N 00°00'00" E (R)	36.00'	TO	2110292.2544	6324161.2192
N 90°00'00" W	104.99'	TO	2110292.2544	6324056.2292
S 00°00'00" E (R)	36.00'	TO	2110256.2544	6324056.2292
DELTA = 45°00'00" RADIUS = 36.00' LENGTH = 28.27'				
CHORD = S 67°30'00" W 27.55' TANGENT = 14.91'				
N 45°00'00" W (R)	36.00'	TO	2110281.7102	6324030.7734
S 45°00'00" W	91.34'	TO	2110217.1231	6323966.1862
N 45°00'00" W	32.18'	TO	2110239.8778	6323943.4315
N 62°56'21" W (R)	36.00'	TO	2110256.2555	6323911.3727
DELTA = 117°03'39" RADIUS = 36.00' LENGTH = 73.55'				
CHORD = N 31°28'11" W 61.41' TANGENT = 58.82'				
N 00°00'00" E (R)	36.00'	TO	2110292.2555	6323911.3727
N 90°00'00" W	170.17'	TO	2110292.2555	6323741.2027
S 79°24'57" W	13.23'	TO	2110289.8254	6323728.1978
S 00°00'00" W	38.27'	TO	2110251.5554	6323728.1978
N 84°17'22" W	35.44'	TO	2110255.0818	6323692.9336
N 90°00'00" W	19.74'	TO	2110255.0818	6323673.1936
N 00°00'00" E	69.17'	TO	2110324.2518	6323673.1936
N 90°00'00" E	43.00'	TO	2110324.2518	6323716.1936
N 00°00'00" E	8.00'	TO	2110332.2518	6323716.1936
N 90°00'00" E	445.03'	TO	2110332.2518	6324161.2236
N 00°00'00" E (R)	28.00'	TO	2110360.2518	6324161.2236

DELTA = 90°00'00" RADIUS = 28.00' LENGTH = 43.98'
 CHORD = N 45°00'00" E 39.60' TANGENT = 28.00'

N 90°00'00" E (R) 28.00' TO 2110360.2518 6324189.2236
 N 00°00'00" W 632.22' TO 2110992.4718 6324189.2236
 N 90°00'00" W (R) 226.00' TO 2110992.4718 6323963.2236

DELTA = 44°18'50" RADIUS = 226.00' LENGTH = 174.79'
 CHORD = N 22°09'25" W 170.47' TANGENT = 92.03'

N 45°41'10" E (R) 226.00' TO 2111150.3528 6324124.9319
 N 44°18'50" W 51.12' TO 2111186.9304 6324089.2201
 N 00°00'00" W 57.26' TO 2111244.1904 6324089.2201
 S 44°18'50" E 92.09' TO 2111178.2978 6324153.5531
 S 45°41'10" W (R) 266.00' TO 2110992.4732 6323963.2239

DELTA = 44°18'50" RADIUS = 266.00' LENGTH = 205.73'
 CHORD = S 22°09'25" E 200.64' TANGENT = 108.32'

N 90°00'00" E (R) 266.00' TO 2110992.4732 6324229.2239
 S 00°00'00" E 541.39' TO 2110451.0832 6324229.2239
 N 90°00'00" E (R) 36.00' TO 2110451.0832 6324265.2239

DELTA = 90°00'00" RADIUS = 36.00' LENGTH = 56.55'
 CHORD = S 45°00'00" E 50.91' TANGENT = 36.00'

S 00°00'00" W (R) 36.00' TO 2110415.0832 6324265.2239
 S 00°00'00" W 28.00' TO 2110387.0832 6324265.2239
 S 00°00'00" W (R) 36.00' TO 2110351.0832 6324265.2239

DELTA = 90°00'00" RADIUS = 36.00' LENGTH = 56.55'
 CHORD = S 45°00'00" W 50.91' TANGENT = 36.00'

N 90°00'00" W (R) 36.00' TO 2110351.0832 6324229.2239
 S 00°00'00" W 348.70' TO 2110002.3832 6324229.2239
 N 90°00'00" W 259.00' TO 2110002.3832 6323970.2239

ERROR OF CLOSURE NORTH = 0.00112590 EAST = 0.00467994
 BEARING N 76°28'22" W DISTANCE = 0.0048
 AREA = 84,125.40 SF 1.931 ACRES
 PERIMETER = 4,241.73' PRECISION = 1 : 881221

TRAVERSE OF: EASEMENT 2- LEGAL - TO POINT B, SITE: EASEMENT 2

BEARING	DISTANCE		NORTHING	EASTING
	STARTING	AT	2110256.2569	6324197.2192
S 00°00'00" W	118.13'	TO	2110138.1269	6324197.2192
N 90°00'00" W	227.00'	TO	2110138.1269	6323970.2192
N 00°00'00" E	74.96'	TO	2110213.0869	6323970.2192
N 45°00'00" W	5.71'	TO	2110217.1245	6323966.1816
N 45°00'00" E	91.34'	TO	2110281.7116	6324030.7688
S 45°00'00" E (R)	36.00'	TO	2110256.2558	6324056.2246

DELTA = 45°00'00" RADIUS = 36.00' LENGTH = 28.27'
 CHORD = N 67°30'00" E 27.55' TANGENT = 14.91'

N 00°00'00" W (R) 36.00' TO 2110292.2558 6324056.2246
 N 90°00'00" E 104.99' TO 2110292.2558 6324161.2146
 S 00°00'00" W (R) 36.00' TO 2110256.2558 6324161.2146

DELTA = 90°00'00" RADIUS = 36.00' LENGTH = 56.55'
 CHORD = S 45°00'00" E 50.91' TANGENT = 36.00'

N 90°00'00" E (R) 36.00' TO 2110256.2558 6324197.2146

ERROR OF CLOSURE NORTH = 0.00113101 EAST = 0.00460220
 BEARING N 76°11'35" E DISTANCE = 0.0047
 AREA = 32,170.75 SF 0.739 ACRES
 PERIMETER = 706.95' PRECISION = 1 : 149173

TRAVERSE OF: EASEMENT 2- NET AREA

BEARING	DISTANCE	NORTHING	EASTING
	STARTING AT	2110130.6263	6323970.2192
N 00°00'00" E	15.00' TO	2110145.6263	6323970.2192
N 90°00'00" E	227.00' TO	2110145.6263	6324197.2192
S 00°00'00" W	15.00' TO	2110130.6263	6324197.2192
N 90°00'00" W	227.00' TO	2110130.6263	6323970.2192

ERROR OF CLOSURE NORTH = 0.00000000 EAST = 0.00000000
 BEARING N 90°00'00" E DISTANCE = 0.0000
 AREA = 3,405.00 SF 0.078 ACRES
 PERIMETER = 484.00' CLOSURE ERROR: 0.0000

TRAVERSE OF: EASEMENT 3, SITE: EASEMENT 3

BEARING	DISTANCE	NORTHING	EASTING
	STARTING AT	2110138.1263	6324197.2192
S 00°00'00" W	67.74' TO	2110070.3863	6324197.2192
S 90°00'00" W (R)	36.00' TO	2110070.3863	6324161.2192

DELTA = 09°03'06" RADIUS = 36.00' LENGTH = 5.69'
 CHORD = S 04°31'33" W 5.68' TANGENT = 2.85'

S 80°56'54" E (R) 36.00' TO 2110064.7226 6324196.7709
 N 90°00'00" W 226.55' TO 2110064.7226 6323970.2209
 N 00°00'00" W 73.41' TO 2110138.1326 6323970.2209
 N 90°00'00" E 227.00' TO 2110138.1326 6324197.2209

ERROR OF CLOSURE NORTH = 0.00629810 EAST = 0.00168745
 BEARING S 14°59'56" W DISTANCE = 0.0065
 AREA = 16,662.23 SF 0.383 ACRES
 PERIMETER = 600.39' PRECISION = 1 : 92081

TRAVERSE OF: EASEMENT 3- NET AREA

BEARING	DISTANCE		NORTHING	EASTING
	STARTING	AT	2110057.2207	6323970.2192
N 00°00'00" E	15.00'	TO	2110072.2207	6323970.2192
N 90°00'00" E	227.00'	TO	2110072.2207	6324197.2192
S 00°00'00" W	1.84'	TO	2110070.3807	6324197.2192
S 90°00'00" W (R)	36.00'	TO	2110070.3807	6324161.2192

DELTA = 21°26'53" RADIUS = 36.00' LENGTH = 13.48'
 CHORD = S 10°43'26" W 13.40' TANGENT = 6.82'

S 68°33'07" E (R)	36.00'	TO	2110057.2170	6324194.7262
N 90°00'00" W	224.51'	TO	2110057.2170	6323970.2162

ERROR OF CLOSURE NORTH = 0.00367209 EAST = 0.00301958
 BEARING N 39°25'50" E DISTANCE = 0.0048
 AREA = 3,394.22 SF 0.078 ACRES
 PERIMETER = 481.83' PRECISION = 1 : 101349

TRAVERSE OF: EASEMENT 4 - PAE, SITE: EASEMENT 4

BEARING	DISTANCE		NORTHING	EASTING
	STARTING	AT	2111302.5828	6323963.2192
S 00°00'00" E	103.05'	TO	2111199.5328	6323963.2192
N 57°08'24" E (R)	75.00'	TO	2111240.2269	6324026.2191

DELTA = 59°33'53" RADIUS = 75.00' LENGTH = 77.97'
 CHORD = N 03°04'39" W 74.51' TANGENT = 42.92'

N 63°17'43" W (R)	75.00'	TO	2111273.9314	6323959.2190
N 00°00'00" E	28.65'	TO	2111302.5814	6323959.2190
N 90°00'00" E	4.00'	TO	2111302.5814	6323963.2190

ERROR OF CLOSURE NORTH = 0.00144153 EAST = 0.00016145
 BEARING N 06°23'25" E DISTANCE = 0.0015
 AREA = 762.33 SF 0.018 ACRES
 PERIMETER = 213.67' PRECISION = 1 : 147304

TRAVERSE OF: EASEMENT 5 CL 30' EVAE, SITE: EASEMENT 6 CL

BEARING	DISTANCE		NORTHING	EASTING
	STARTING	AT	2110400.0828	6324265.2192
N 90°00'00" E	2764.84'	TO	2110400.0828	6327030.0592
N 71°58'33" E	433.96'	TO	2110534.3579	6327442.7231
S 87°34'49" W	3180.34'	TO	2110400.0853	6324265.2188

ERROR OF CLOSURE NORTH = 0.00250568 EAST = 0.00038381
 BEARING S 08°42'31" E DISTANCE = 0.0025
 AREA = 185,624.42 SF 4.261 ACRES
 PERIMETER = 6,379.14' PRECISION = 1 : 2516517

TRAVERSE OF: EASEMENT 5- NET AREA

BEARING	DISTANCE		NORTHING	EASTING
	STARTING	AT	2110385.0828	6324265.2192

N 00°00'00" E	30.00'	TO	2110415.0828	6324265.2192
N 90°00'00" E	2762.46'	TO	2110415.0828	6327027.6792
N 71°58'33" E	424.17'	TO	2110546.3287	6327431.0335
S 44°17'39" E	33.46'	TO	2110522.3793	6327454.4001
S 71°58'33" W	443.74'	TO	2110385.0781	6327032.4361
N 90°00'00" W	2767.22'	TO	2110385.0781	6324265.2161

ERROR OF CLOSURE NORTH = 0.00477039 EAST = 0.00308637
 BEARING N 32°54'08" E DISTANCE = 0.0057
 AREA = 95,963.99 SF 2.203 ACRES
 PERIMETER = 6,461.05' PRECISION = 1 : 1137158

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT
 FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT
 (FUTURE OFFSITE ROADWAY DEDICATION – SOMERSTON PARKWAY AND
 GOLDEN VALLEY PARKWAY)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, River Islands Development, 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, egress and road purposes, and a public utility easement (PUE), 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, even if rejected by the City, shall be irrevocable and shall be binding on the Grantor's heirs, executors, administrators, successors and assigns.

SIGNATURES:

Signed this _____ day of _____, 2019

RIVER ISLANDS DEVELOPMENT, LLC
 a California limited liability company

By: _____

Name: Susan Dell'Osso

Its: President

(Notary Acknowledgment Required for Each Signatory)

EXHIBIT "A"
LEGAL DESCRIPTION
FUTURE ROADWAY DEDICATION AND ADJACENT PUBLIC UTILITY EASEMENT
(SOMERSTON PARKWAY)

(See Attached)

**EXHIBIT A
LEGAL DESCRIPTION
GOLDEN VALLEY PARKWAY/ SOMERSTON PARKWAY/ NEELY PARKWAY
IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES
RIVER ISLANDS, PHASE 1B
LATHROP, CALIFORNIA**

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

EASEMENT 1 (SOMERSTON PARKWAY):

BEING A PORTION OF PARCEL 2, 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 AT THE NORTHWESTERN CORNER OF SAID PARCEL 2, AS SHOWN ON SAID MAP (42 M&P 56), SAID POINT ALSO BEING ON THE SOUTHERN LINE OF SOMERSTON PARKWAY (126 FEET WIDE), AS SHOWN ON SHEET 7 OF SAID MAP (42 M&P 56);

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERN LINE OF SAID PARCEL 2, EAST 126.00 FEET TO THE NORTHEASTERN CORNER THEREOF;

THENCE, LEAVING SAID NORTHERN LINE, ALONG THE EASTERN LINE OF SAID PARCEL 2, SOUTH 572.85 FEET;

THENCE LEAVING SAID EASTERN LINE, WEST 126.00 FEET TO THE WESTERN LINE OF SAID PARCEL 2;

THENCE, ALONG SAID WESTERN LINE OF PARCEL 2, AS SHOWN ON SAID MAP, NORTH 572.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.66 ACRES, MORE OR LESS.

EASEMENT 2 (SOMERSTON PARKWAY):

BEING PORTIONS OF: (1) PARCELS 1 AND 2, AS SAID PARCELS ARE 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; AND (2) A PORTION OF PARCEL 5, AS SAID PARCEL 5 IS SHOWN ON THE MAP ENTITLED "TRACT 3826, RIVER ISLANDS, PHASE 1B, VILLAGES D & E", FILED SEPTEMBER 1, 2016, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 67, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 2, 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, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SOMERSTON PARKWAY, AS SAID ROADWAY IS DEDICATED ON THE MAP ENTITLED "TRACT 3796, RIVER ISLANDS, VILLAGE I2", FILED FEBRUARY 27, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 30, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

FEBRUARY 12, 2019

**EXHIBIT A
GOLDEN VALLEY PARKWAY/ SOMERSTON PARKWAY/ NEELY PARKWAY
IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES**

THENCE, ALONG THE WESTERN LINE OF SAID PARCEL 2, SOUTH 572.85 FEET TO THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID WESTERN LINE, EAST 126.00 FEET;

THENCE, SOUTH 708.15 FEET;

THENCE, SOUTH 45°00'00" EAST 42.43 FEET;

THENCE, SOUTH 05°38'41" EAST 172.84 FEET;

THENCE, SOUTH 45°00'00" WEST 42.43 FEET;

THENCE, SOUTH 84°57'27" WEST 136.53 FEET;

THENCE, NORTH 45°00'00" WEST 42.43 FEET;

THENCE, NORTH 10°13'01" WEST 174.77 FEET TO A POINT IN THE NORTHERN LINE OF SAID PARCEL 2 (42 M&P 56);

THENCE, LEAVING SAID NORTHERN LINE, AS SHOWN ON SAID MAP, NORTH 45°00'00" EAST 42.43 FEET;

THENCE, NORTH 274.79 FEET;

THENCE, NORTH 11°18'36" EAST 122.38 FEET TO SAID WESTERN LINE OF PARCEL 2, AS SHOWN ON SAID MAP (42 M&P 56);

THENCE, ALONG SAID WESTERN LINE, AS SHOWN ON SAID MAP, NORTH 325.36 FEET TO SAID POINT OF BEGINNING.

CONTAINING 3.29 ACRES, MORE OR LESS.

EASEMENT 3 (NEELY PARKWAY):

BEING PORTIONS OF PARCELS 1 AND 2, AS SAID PARCELS ARE 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:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2, AS SAID PARCEL IS SHOWN ON SAID MAP (42 M&P 56), SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SOMERSTON PARKWAY, AS SAID ROADWAY IS DEDICATED ON THE MAP ENTITLED "TRACT 3796, RIVER ISLANDS, VILLAGE 12", FILED FEBRUARY 27, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 30, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG THE WESTERN LINE OF SAID PARCEL 2, SOUTH 898.21;

THENCE, LEAVING SAID WESTERN LINE, SOUTH 11°18'36" WEST 122.38 FEET;

THENCE, SOUTH 274.79 FEET;

FEBRUARY 12, 2019

**EXHIBIT A
GOLDEN VALLEY PARKWAY/ SOMERSTON PARKWAY/ NEELY PARKWAY
IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES**

THENCE, SOUTH 45°00'00" WEST 42.43 FEET TO THE NORTHERN LINE OF SAID PARCEL 2, AS SHOWN ON SAID MAP (42 M&P 56);

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 10°13'01" EAST 174.77 FEET;

THENCE, SOUTH 45°00'00" EAST 42.43 FEET TO THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, NORTH 84°57'27" EAST 136.53 FEET;

THENCE, SOUTH 247.70 FEET;

THENCE, WEST 136.00 FEET;

THENCE, NORTH 235.70 FEET TO SAID POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

EASEMENT 4 (GOLDEN VALLEY PARKWAY):

BEING A PORTION OF PARCEL 2, 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:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2, AS SAID PARCEL IS SHOWN ON SAID MAP (42 M&P 56), SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SOMERSTON PARKWAY, AS SAID ROADWAY IS DEDICATED ON THE MAP ENTITLED "TRACT 3796, RIVER ISLANDS, VILLAGE 12", FILED FEBRUARY 27, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 30, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG THE WESTERN LINE OF SAID PARCEL 2, SOUTH 898.21;

THENCE, LEAVING SAID WESTERN LINE, SOUTH 11°18'36" WEST 122.38 FEET;

THENCE, SOUTH 274.79 FEET;

THENCE, SOUTH 45°00'00" WEST 42.43 FEET TO A POINT BEING ON THE NORTHERN LINE OF SAID PARCEL 2, AS SHOWN ON SAID MAP (42 M&P 56), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERN LINE, SOUTH 10°13'01" EAST 174.77 FEET;

THENCE, WEST 127.29 FEET;

THENCE, NORTH 84°17'22" WEST 120.60 FEET;

THENCE, WEST 44.74 FEET;

FEBRUARY 12, 2019

**EXHIBIT A
GOLDEN VALLEY PARKWAY/ SOMERSTON PARKWAY/ NEELY PARKWAY
IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES**

THENCE, NORTH 160.00 FEET TO THE NORTHERN LINE OF SAID PARCEL 2, AS SAID NORTHERN LINE IS SHOWN ON SAID MAP (42 M&P 56);

THENCE, ALONG SAID NORTHERN LINE, EAST 261.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.06 ACRES, MORE OR LESS.

EASEMENT 5 (GOLDEN VALLEY PARKWAY):

BEING A PORTION OF: (1) 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, AND; (2) A PORTION OF LOT B, AS SAID LOT B IS SHOWN ON THE MAP ENTITLED "TRACT 3861, RIVER ISLANDS, VILLAGE C1", FILED APRIL 10, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 34, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE NORTHWESTERN CORNER OF SAID PARCEL 2, AS SAID PARCEL IS SHOWN ON SAID 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, SAID POINT ALSO BEING ON THE SOUTHERN LINE OF SOMERSTON PARKWAY (126 FEET WIDE), AS SHOWN ON SHEET 7 OF SAID MAP (42 M&P 56);

THENCE, ALONG THE NORTHERN LINE OF SAID PARCEL 2, EAST 126.00 FEET TO THE NORTHEASTERN CORNER THEREOF;

THENCE, LEAVING SAID NORTHERN LINE, ALONG THE EASTERN LINE OF SAID PARCEL 2, SOUTH 1,281.00 FEET;

THENCE LEAVING SAID EASTERN LINE, SOUTH 45°00'00" EAST 42.43 FEET TO THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, EAST 175.09 FEET;

THENCE, SOUTH 84°17'22" EAST 120.60 FEET;

THENCE, EAST 2,145.88 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,725.00 FEET, THROUGH A CENTRAL ANGLE OF 18°01'27", AN ARC DISTANCE OF 542.65 FEET;

THENCE, NORTH 71°58'33" EAST 305.37 FEET TO THE SOUTHWESTERN LINE OF LAKESIDE DRIVE, AS SAID LAKESIDE DRIVE IS DESCRIBED IN THE IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR PUBLIC ROADWAY PURPOSES, RECORDED DECEMBER 20, 2013, AS DOCUMENT NUMBER 2013-156594, SAN JOAQUIN COUNTY RECORDS;

THENCE, ALONG SAID SOUTHWESTERN LINE OF LAKESIDE DRIVE, SAID LINE ALSO BEING THE NORTHEASTERN LINE OF SAID LOT B (42 M&P 34), SOUTH 44°17'39" EAST 167.28 FEET TO AN ANGLE POINT THEREOF;

FEBRUARY 12, 2019

**EXHIBIT A
GOLDEN VALLEY PARKWAY/ SOMERSTON PARKWAY/ NEELY PARKWAY
IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES**

THENCE ALONG SAID SOUTHWESTERN AND NORTHEASTERN LINES, AND THEIR WESTERLY PROLONGATION, SOUTH 71°58'33" WEST 379.41 FEET;

THENCE, ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,875.00 FEET, THROUGH A CENTRAL ANGLE OF 18°01'27", AN ARC DISTANCE OF 589.84 FEET;

THENCE, WEST 1,159.02 FEET;

THENCE, SOUTH 88°51'15" WEST 500.10 FEET;

THENCE, WEST 764.95 FEET;

THENCE, NORTH 05°38'41" WEST 172.84 FEET TO SAID POINT OF BEGINNING.

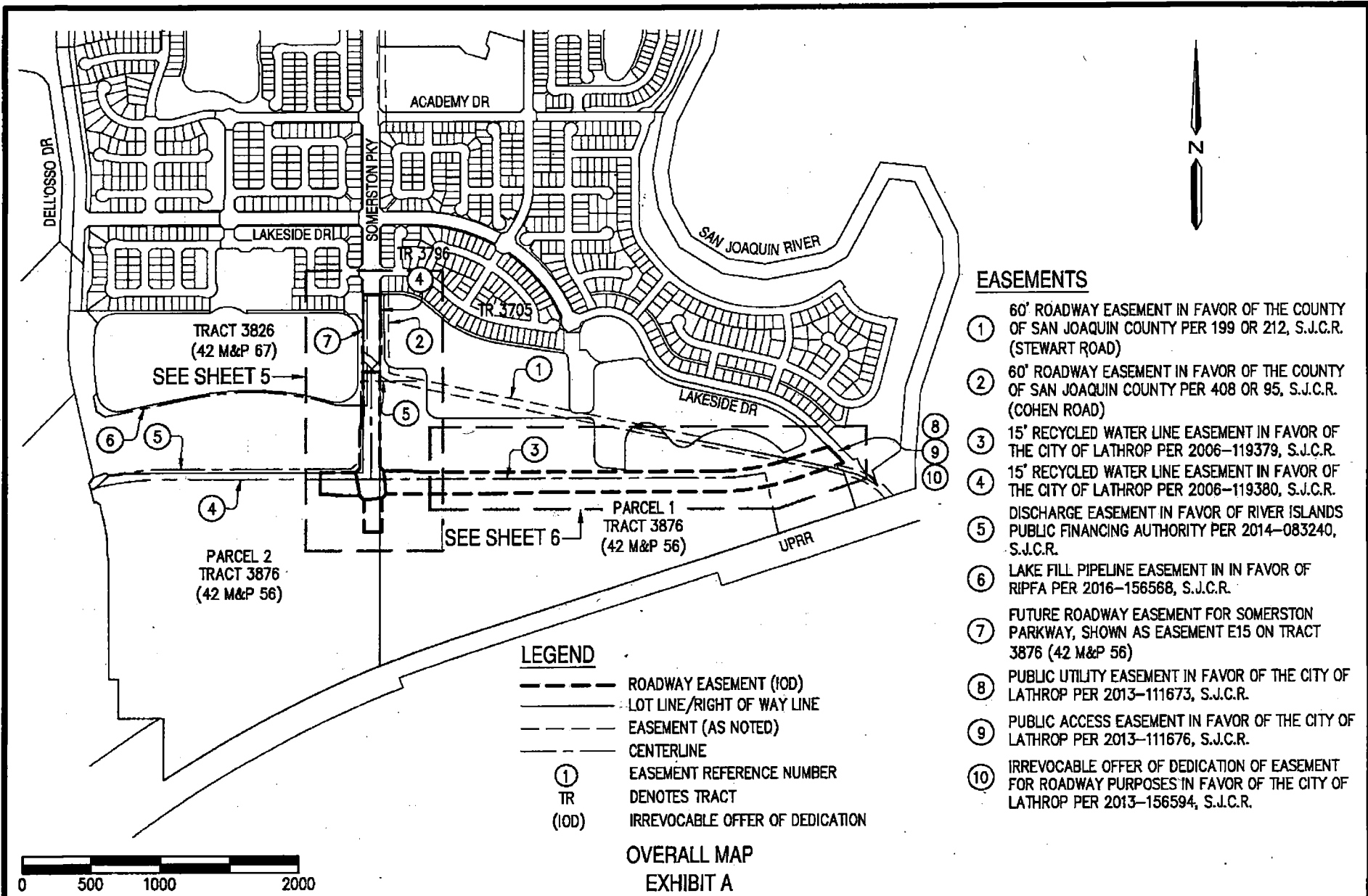
CONTAINING 11.80 ACRES, MORE OR LESS.

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

PAUL KITTREDGE
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 5790

DATE





EASEMENTS

- ① 60' ROADWAY EASEMENT IN FAVOR OF THE COUNTY OF SAN JOAQUIN COUNTY PER 199 OR 212, S.J.C.R. (STEWART ROAD)
- ② 60' ROADWAY EASEMENT IN FAVOR OF THE COUNTY OF SAN JOAQUIN COUNTY PER 408 OR 95, S.J.C.R. (COHEN ROAD)
- ③ 15' RECYCLED WATER LINE EASEMENT IN FAVOR OF THE CITY OF LATHROP PER 2006-119379, S.J.C.R.
- ④ 15' RECYCLED WATER LINE EASEMENT IN FAVOR OF THE CITY OF LATHROP PER 2006-119380, S.J.C.R.
- ⑤ DISCHARGE EASEMENT IN FAVOR OF RIVER ISLANDS PUBLIC FINANCING AUTHORITY PER 2014-083240, S.J.C.R.
- ⑥ LAKE FILL PIPELINE EASEMENT IN IN FAVOR OF RIPFA PER 2016-156568, S.J.C.R.
- ⑦ FUTURE ROADWAY EASEMENT FOR SOMERSTON PARKWAY, SHOWN AS EASEMENT E15 ON TRACT 3876 (42 M&P 56)
- ⑧ PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER 2013-111673, S.J.C.R.
- ⑨ PUBLIC ACCESS EASEMENT IN FAVOR OF THE CITY OF LATHROP PER 2013-111676, S.J.C.R.
- ⑩ IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR ROADWAY PURPOSES IN FAVOR OF THE CITY OF LATHROP PER 2013-156594, S.J.C.R.

LEGEND

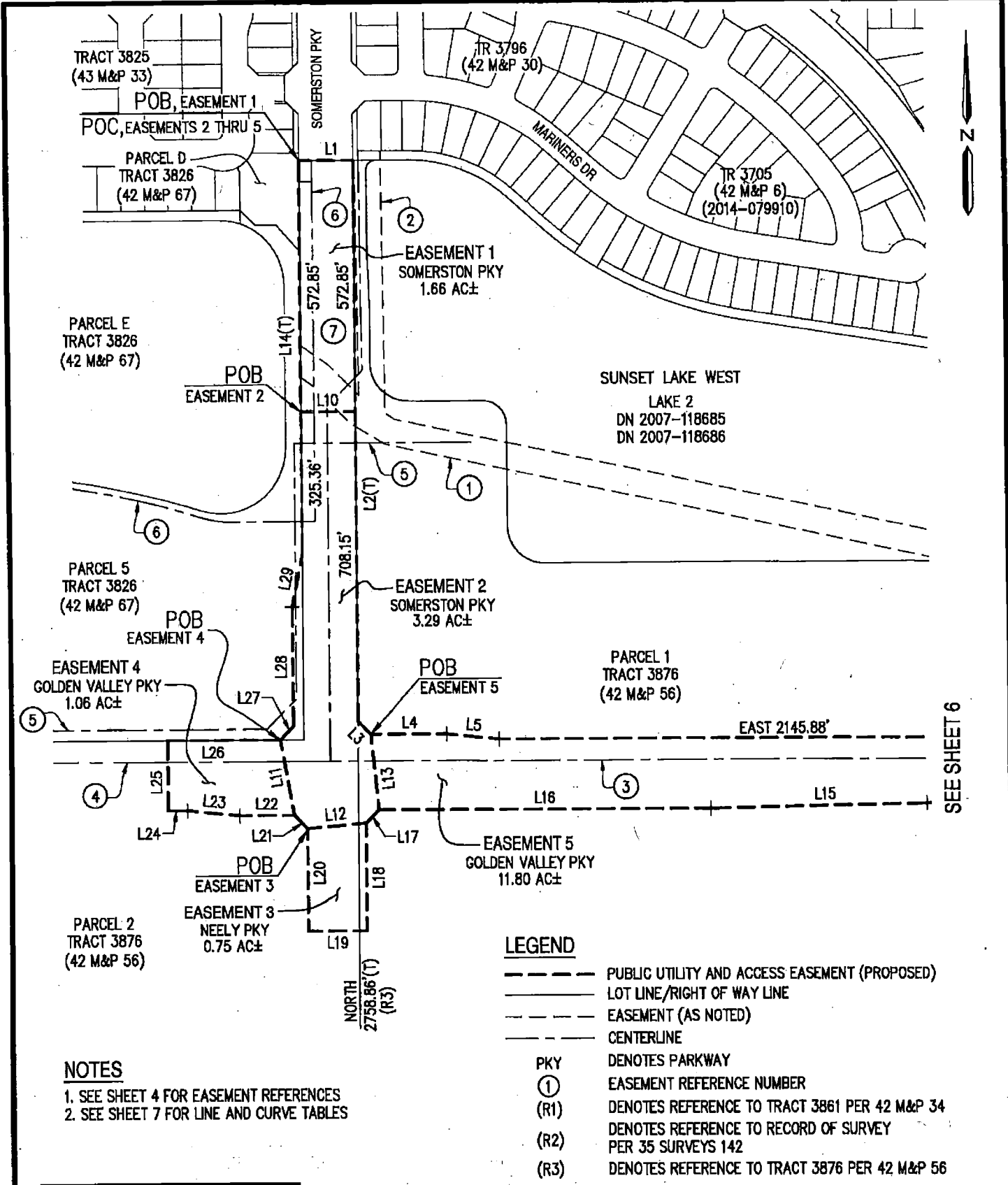
- ROADWAY EASEMENT (IOD)
- LOT LINE/RIGHT OF WAY LINE
- EASEMENT (AS NOTED)
- CENTERLINE
- ① EASEMENT REFERENCE NUMBER
- TR DENOTES TRACT
- (IOD) IRREVOCABLE OFFER OF DEDICATION

OVERALL MAP EXHIBIT A

SCALE: 1"=1000'
 DRAWN BY: PK
 FILE: 25500 PLAT GVP_SP_JCD.DWG
 DATE: 2/12/19 SHEET: 4 OF 7

RIVER ISLANDS
 GOLDEN VALLEY PKY / SOMERSTON PKY / NEELY PKY
 IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA





NOTES

- 1. SEE SHEET 4 FOR EASEMENT REFERENCES
- 2. SEE SHEET 7 FOR LINE AND CURVE TABLES

LEGEND

- PUBLIC UTILITY AND ACCESS EASEMENT (PROPOSED)
- LOT LINE/RIGHT OF WAY LINE
- EASEMENT (AS NOTED)
- CENTERLINE
- PKY DENOTES PARKWAY
- ① EASEMENT REFERENCE NUMBER
- (R1) DENOTES REFERENCE TO TRACT 3861 PER 42 M&P 34
- (R2) DENOTES REFERENCE TO RECORD OF SURVEY PER 35 SURVEYS 142
- (R3) DENOTES REFERENCE TO TRACT 3876 PER 42 M&P 56

SEE SHEET 6

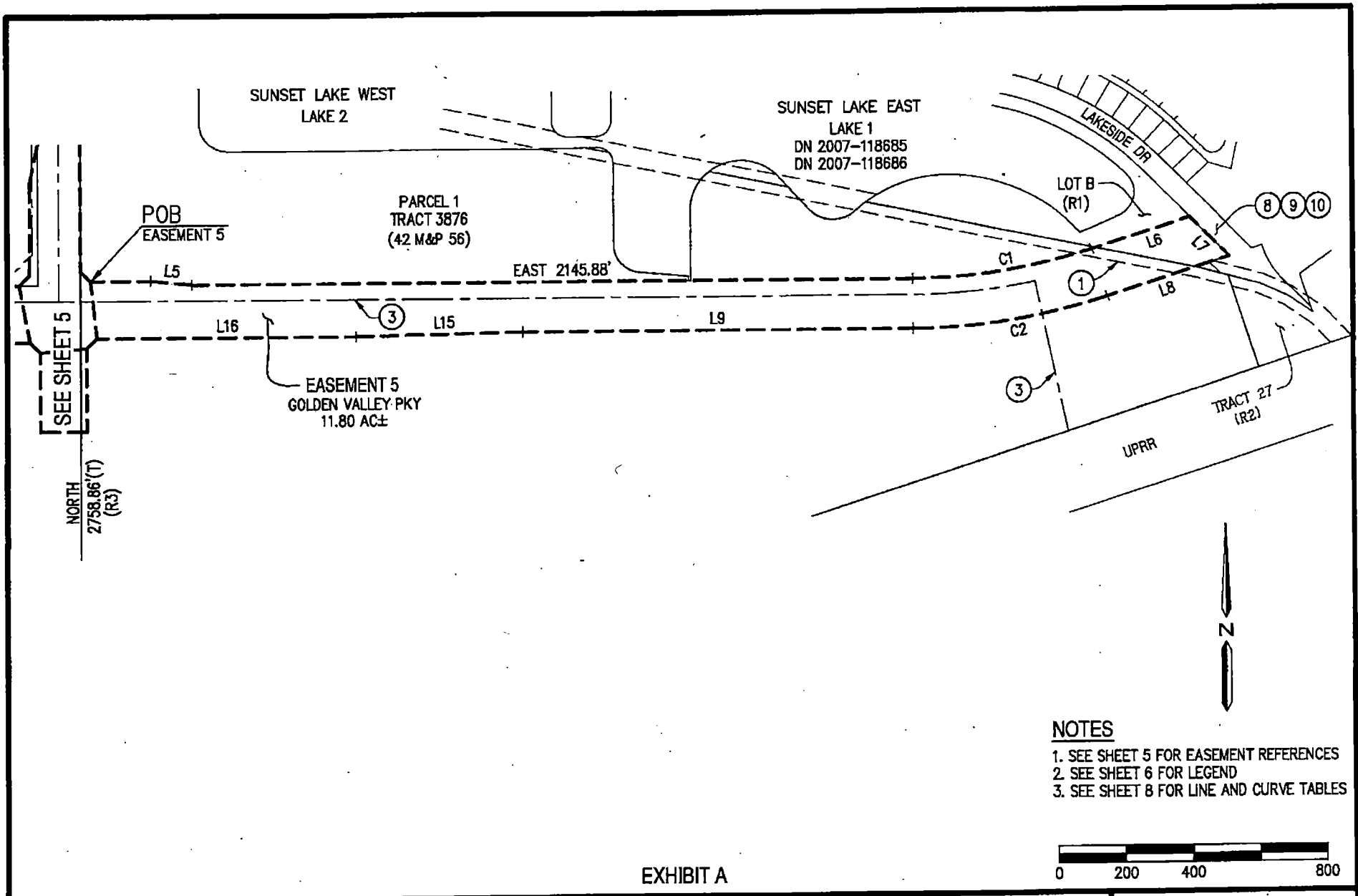


EXHIBIT A

SCALE: 1"=300'	
DRAWN BY: PK	
FILE: 25500 PLAT GVP_SP_JOD.DWG	
DATE: 2/12/19	SHEET: 5 OF 7

RIVER ISLANDS
GOLDEN VALLEY PKY / SOMERSTON PKY / NEELY PKY
 IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA





NOTES

1. SEE SHEET 5 FOR EASEMENT REFERENCES
2. SEE SHEET 6 FOR LEGEND
3. SEE SHEET 8 FOR LINE AND CURVE TABLES

EXHIBIT A

SCALE: 1"=400'
 DRAWN BY: PK
 FILE: 25500 PLAT GVP_SP_JOD.DWG
 DATE: 2/12/19 SHEET: 6 OF 7

RIVER ISLANDS
GOLDEN VALLEY PKY / SOMERSTON PKY / NEELY PKY
 IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	1725.00'	18°01'27"	542.65'
C2	1875.00'	18°01'27"	589.84'

LINE TABLE		
NO	BEARING	DISTANCE
L1	EAST	126.00'
L2	NORTH	1281.00'
L3	N45°00'00"W	42.43'
L4	EAST	175.09'
L5	N84°17'22"W	120.60'
L6	N71°58'33"E	305.37'
L7	N44°17'39"W	167.28'
L8	N71°58'33"E	379.41'
L9	EAST	1159.02'
L10	EAST	126.00'
L11	N10°13'01"W	174.77'
L12	N84°57'27"E	136.53'
L13	N05°38'41"W	172.84'
L14	NORTH	898.21'
L15	N88°51'15"E	500.10'
L16	EAST	764.95'

LINE TABLE		
NO	BEARING	DISTANCE
L17	N45°00'00"E	42.43'
L18	NORTH	247.70'
L19	EAST	136.00'
L20	NORTH	235.70'
L21	N45°00'00"W	42.43'
L22	EAST	127.29'
L23	N84°17'22"W	120.60'
L24	EAST	44.74'
L25	NORTH	160.00'
L26	EAST	261.03'
L27	N45°00'00"E	42.43'
L28	NORTH	274.79'
L29	N11°18'36"E	122.38'

EXHIBIT A

SCALE: 1"=400'

DRAWN BY:PK

FILE: 25500 PLAT GVP_SP_J00.DWG

DATE: 2/12/19

SHEET: 7 OF 7

RIVER ISLANDS
 GOLDEN VALLEY PKY / SOMERSTON PKY / NEELY PKY
 IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA



ODELL ENGINEERING

CLOSURE REPORT

DATE: 02/13/2019 AT 11:33 AM
 PROJECT: IOD- GVP, Somerston Parkway; Neely Parkway
 DESCRIPTION:
 CREATED BY: PKITTREDGE

TRAVERSE OF: ESMT 1-SP (SOMERSTON PARKWAY)

BEARING	DISTANCE	NORTHING	EASTING
	STARTING AT	2111738.0828	6323963.2192
N 90°00'00" E	126.00' TO	2111738.0828	6324089.2192
S 00°00'00" E	572.85' TO	2111165.2328	6324089.2192
N 90°00'00" W	126.00' TO	2111165.2328	6323963.2192
N 00°00'00" E	572.85' TO	2111738.0828	6323963.2192

ERROR OF CLOSURE NORTH = 0.00000000 EAST = 0.00000000
 BEARING N 90°00'00" E DISTANCE = 0.0000
 AREA = 72,179.58 SF 1.657 ACRES
 PERIMETER = 1,397.70' CLOSURE ERROR: 0.0000

TRAVERSE OF: ESMT 2- SP (SOMERSTON PARKWAY)

BEARING	DISTANCE	NORTHING	EASTING
	STARTING AT	2111165.2290	6323963.2192
N 90°00'00" E	126.00' TO	2111165.2290	6324089.2192
S 00°00'00" W	708.15' TO	2110457.0790	6324089.2192
S 45°00'00" E	42.43' TO	2110427.0765	6324119.2217
S 05°38'41" E	172.84' TO	2110255.0746	6324136.2222
S 45°00'00" W	42.43' TO	2110225.0720	6324106.2197
S 84°57'27" W	136.53' TO	2110213.0718	6323970.2181
N 45°00'00" W	42.43' TO	2110243.0743	6323940.2156
N 10°13'01" W	174.77' TO	2110415.0730	6323909.2156
N 45°00'00" E	42.43' TO	2110445.0756	6323939.2181
N 00°00'00" W	274.79' TO	2110719.8656	6323939.2181
N 11°18'36" E	122.38' TO	2110839.8690	6323963.2190
N 00°00'00" E	325.36' TO	2111165.2290	6323963.2190

ERROR OF CLOSURE NORTH = 0.00000363 EAST = 0.00024218
 BEARING N 89°08'29" E DISTANCE = 0.0002
 AREA = 143,457.37 SF 3.293 ACRES
 PERIMETER = 2,210.54' PRECISION = -1 : 9126641

TRAVERSE OF: ESMT 3- NP (NEELY PARKWAY)

BEARING	DISTANCE	NORTHING	EASTING
	STARTING AT	2110213.0828	6323970.2192
N 84°57'27" E	136.53' TO	2110225.0831	6324106.2208
S 00°00'00" W	247.70' TO	2109977.3831	6324106.2208
N 90°00'00" W	136.00' TO	2109977.3831	6323970.2208
N 00°00'00" W	235.70' TO	2110213.0831	6323970.2208

ERROR OF CLOSURE NORTH = 0.00025807 EAST = 0.00159818

BEARING S 80°49'38" W DISTANCE = 0.0016
 AREA = 32,870.99 SF 0.755 ACRES
 PERIMETER = 755.93' PRECISION = 1 : 466947

TRAVERSE OF: ESMT 4- GVP (GOLDEN VALLEY PARKWAY)

BEARING	DISTANCE	NORTHING	EASTING
	STARTING AT	2110415.0828	6323909.2192
S 10°13'01" E	174.77' TO	2110243.0841	6323940.2192
N 90°00'00" W	127.29' TO	2110243.0841	6323812.9292
N 84°17'22" W	120.60' TO	2110255.0842	6323692.9277
N 90°00'00" W	44.74' TO	2110255.0842	6323648.1877
N 00°00'00" E	160.00' TO	2110415.0842	6323648.1877
N 90°00'00" E	261.03' TO	2110415.0842	6323909.2177

ERROR OF CLOSURE NORTH = 0.00136369 EAST = 0.00152532
 BEARING S 48°12'08" E DISTANCE = 0.0020
 AREA = 46,305.72 SF 1.063 ACRES
 PERIMETER = 888.43' PRECISION = 1 : 434220

TRAVERSE OF: ESMT 5-GVP (GOLDEN VALLEY PARKWAY)

BEARING	DISTANCE	NORTHING	EASTING
	STARTING AT	2110427.0828	6324119.2192
N 90°00'00" E	175.09' TO	2110427.0828	6324294.3092
S 84°17'22" E	120.60' TO	2110415.0828	6324414.3107
N 90°00'00" E	2145.88' TO	2110415.0828	6326560.1907
N 00°00'00" W (R)	1725.00' TO	2112140.0828	6326560.1907

DELTA = 18°01'27" RADIUS = 1725.00' LENGTH = 542.65'
 CHORD = N 80°59'16" E 540.42' TANGENT = 273.59'

S 18°01'27" E (R)	1725.00' TO	2110499.7353	6327093.9369
N 71°58'33" E	305.37' TO	2110594.2223	6327384.3212
S 44°17'39" E	167.28' TO	2110474.4893	6327501.1400
S 71°58'33" W	379.41' TO	2110357.0930	6327140.3491
N 18°01'27" W (R)	1875.00' TO	2112140.0794	6326560.1901

DELTA = 18°01'27" RADIUS = 1875.00' LENGTH = 589.84'
 CHORD = S 80°59'16" W 587.41' TANGENT = 297.38'

S 00°00'00" W (R)	1875.00' TO	2110265.0794	6326560.1901
N 90°00'00" W	1159.02' TO	2110265.0794	6325401.1701
S 88°51'15" W	500.10' TO	2110255.0788	6324901.1701
N 90°00'00" W	764.95' TO	2110255.0788	6324136.2201
N 05°38'41" W	172.84' TO	2110427.0807	6324119.2196

ERROR OF CLOSURE NORTH = 0.00217637 EAST = 0.00044061
 BEARING N 11°26'42" W DISTANCE = 0.0022
 AREA = 514,118.38 SF 11.803 ACRES
 PERIMETER = 7,023.03' PRECISION = 1 : 3162784

TOTAL AREA OF THE PARCELS: 808,932.06 SF 18.571 ACRES

IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF LATHROP
AND
RIVER ISLANDS (BUSINESS PARK) – FIRE STATION 35
RIVER ISLANDS DEVELOPMENT, LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY

RECITALS

- A. This Agreement is made and entered into this ____ day of March 2019, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Development, LLC, a California limited liability company, (hereinafter "RID").
- B. At its March 23, 2016 meeting, the Planning Commission approved Conditional Use Permit 15-86 ("CUP-15-86"), providing the conditions to which Lathrop Manteca Fire District ("LMFD") Station 35 would be sited and constructed.
- C. Pursuant to Public Works Condition 6 of CUP-15-86, RID shall design, construct or guarantee to construct certain potable water, sewer, storm drain and other wet utilities necessary for the operation of Station 35, including certain permanent improvements associated with future Somerton Parkway and Golden Valley Parkway.
- D. Pursuant to Public Works Condition 7 of CUP-15-86, RID shall design, construct or guarantee to construct certain intersection and frontage improvements associated with future Somerton Parkway and Golden Valley Parkway.
- E. RID has constructed certain on-site improvements along with certain interim improvements that will provide public services and public access to Station 35 and allow it to operate prior to permanent off-site improvements to be constructed. These permanent off-site improvements ("Improvements"), shall be guaranteed by RID as a requirement of CUP-15-86.
-

NOW THEREFORE in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of RID'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. RID shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for the half-streets and frontages of future Somerston Parkway and future Golden Valley Parkway, the limits are identified on Exhibit "A", including the public landscaping, streetlight and joint trench improvements. 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 CUP-15-86.
2. RID shall complete the Improvements, including all deferred and unfinished improvements, at such time as other uses adjacent to Station 35 are constructed and occupied, at the discretion of the City Engineer, or within twenty (20) years from the effective date of this Agreement, whichever comes first. Such occupancy of adjacent uses shall be documented by CITY in the form of a Certificate of Occupancy.
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. RID 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 RID 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 RID from any guarantee hereunder.
6. RID 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, RID 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. RID shall deposit with the City Engineer a Maintenance Bond in the amount of \$54,900 equal to 10% of the estimated cost of the Improvements for the entire area (\$549,000), to insure RID'S repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance 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 RID, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, RID shall be responsible for all costs incurred by CITY, even if RID subsequently completes the work.

The CITY shall have recourse against RID for any and all amounts necessary to complete the obligations of RID 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 RID. 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, RID shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

8. Because the Improvements are not fully complete and/or deferred, RID is required to post Performance or Labor & Materials bonds to guarantee the deferred and unfinished improvements associated with Station 35 as included and described in Exhibit "B" of this Agreement. The amount of the performance bond required shall be 120% of the amount of unfinished and deferred improvements as shown in Exhibit "E" ($\$549,000 \times 120\% = \$658,800$ — performance bond amount) as indicated in Recital C. The corresponding labor and materials bond amount shall be 50% of the performance bond amount ($\$658,000 \times 50\% = \$329,400$). Further, RID shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

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

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

11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the RID 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.

12. RID 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 RID and/or RID'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by RID or by any RID contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, RID or any of RID'S contractors or subcontractors. RID 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 RID'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 RID which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by RID. The aforesaid hold harmless agreement by RID shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

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

14. Prior to acceptance of the Improvements by the City Council, the RID shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The RID'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 RID 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 RID providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. RID shall cooperate to facilitate such method of acquisition.

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

16. RID 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 RID, and any heirs, successors, executors, administrators and assignees of the RID and shall be jointly and severally liable hereunder.

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

18. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Station 35.

19. 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: FIRE STATION 35 OFF-SITE IMPROVEMENTS EXHIBIT
EXHIBIT B: FIRE STATION 35 PERFORMANCE BOND ESTIMATE
EXHIBIT C: CITY INSURANCE REQUIREMENTS

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this
____ day of March 2019, at Lathrop, California.**

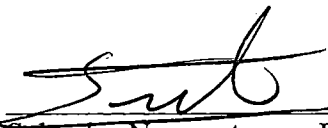
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM

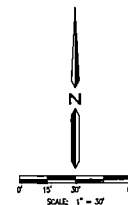
BY:  3-7-19
Salvador Navarrete Date
City Attorney

River Islands Development, LLC
a California limited liability company

BY: _____
Susan Dell'Osso
President
"RID"

EXHIBIT "A"

FIRE STATION 35 OFF-SITE IMPROVEMENTS EXHIBIT

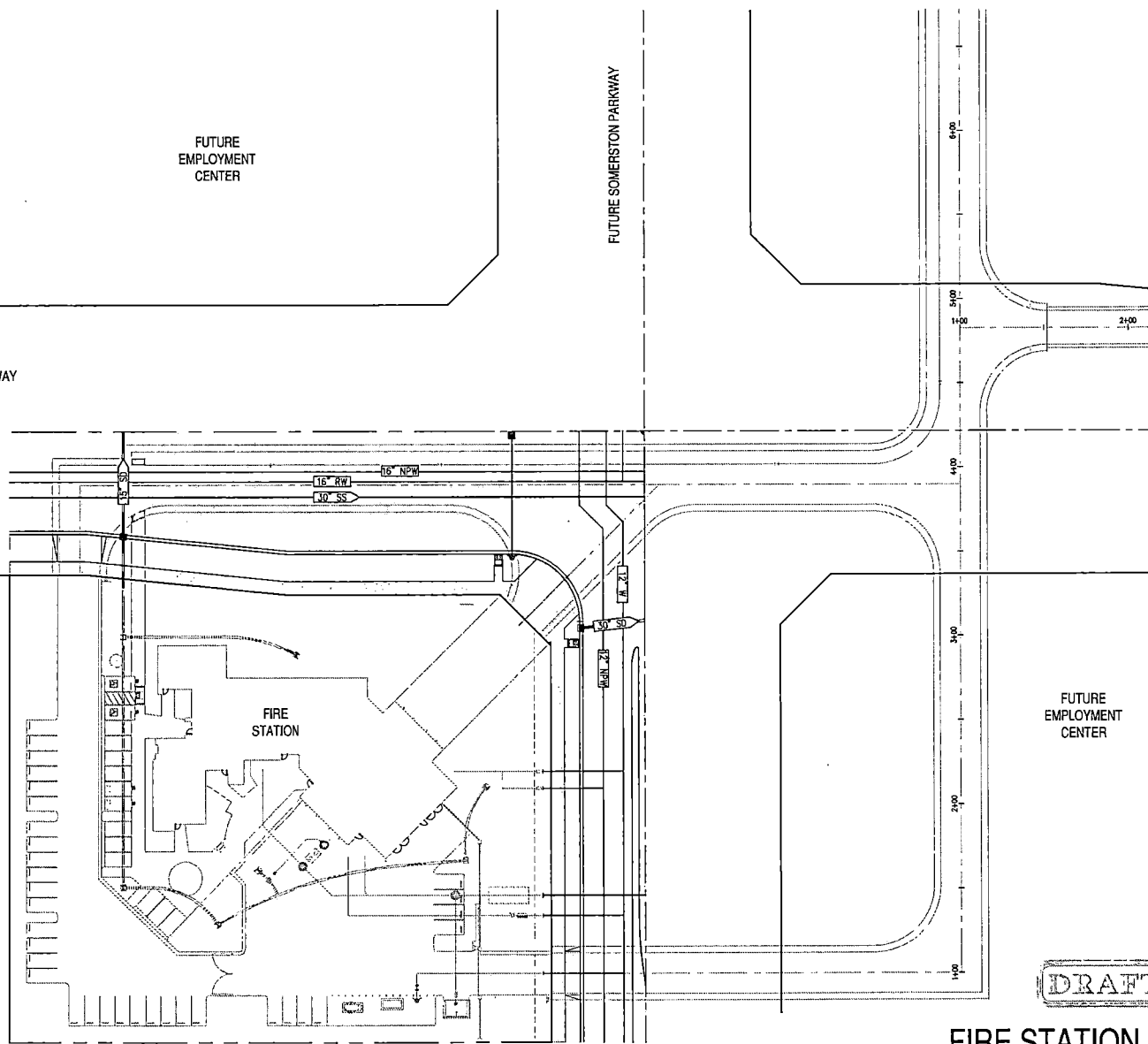


FUTURE
EMPLOYMENT
CENTER

FUTURE SOMERSTON PARKWAY

FUTURE GOLDEN VALLEY PARKWAY

FUTURE
EMPLOYMENT
CENTER



DRAFT

FIRE STATION EXHIBIT RIVER ISLANDS

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
DATE: FEBRUARY 21, 2019

O'DELL
ENGINEERING
6200 Stoneridge Mall Road, Suite 330
Pleasanton, CA 94588

PH 925.223.8540 odellengineering.com

EXHIBIT "B"

FIRE STATION 35 PERFORMANCE BOND ESTIMATE

DRAFTED BOND ESTIMATE
RIVER ISLANDS
FIRE STATION (OFFSITE)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

February 21, 2019
 Job No.: 25503-20

Item	Description	Quantity	Unit	Unit Price	Amount
<u>FUTURE STREET WORKS</u>					
1	Fine Grading	50,740	SF	\$ 0.50	\$ 25,370.00
2	7" AC Paving	36,760	SF	\$ 3.50	\$ 128,660.00
3	13" Aggregate Base	36,760	SF	\$ 1.95	\$ 71,682.00
4	12" Lime Treatment	36,760	SF	\$ 0.56	\$ 20,585.60
5	Vertical Curb & Gutter <i>(with AB cushion)</i>	620	LF	\$ 15.00	\$ 9,300.00
6	Type F Median Curb <i>(with AB cushion)</i>	440	LF	\$ 18.00	\$ 7,920.00
7	Concrete Sidewalk	4,710	SF	\$ 5.00	\$ 23,550.00
8	Handicap Ramps	2	EA	\$ 2,500.00	\$ 5,000.00
9	Driveway Approach	2	EA	\$ 600.00	\$ 1,200.00
10	Survey Monuments	1	EA	\$ 300.00	\$ 300.00
11	Landscape Strip	6,735	SF	\$ 8.00	\$ 53,880.00
Subtotal Future Street Works					\$ 347,447.60
<u>FUTURE STORM DRAIN</u>					
12	Catch Basin <i>(type A inlet over type I manhole base)</i>	1	EA	\$ 2,800.00	\$ 2,800.00
13	Catch Basin <i>(type A inlet over type II manhole base)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
14	15" Storm Drain Pipe	95	LF	\$ 34.00	\$ 3,230.00
15	30" Storm Drain Pipe	40	LF	\$ 80.00	\$ 3,200.00
16	Connect to Existing	1	EA	\$ 1,700.00	\$ 1,700.00
Subtotal Future Storm Drain					\$ 15,930.00
<u>FUTURE SANITARY SEWER</u>					
17	30" Sanitary Sewer Pipe	380	LF	\$ 180.00	\$ 68,400.00
18	Sewer Service	1	EA	\$ 600.00	\$ 600.00
19	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Future Sanitary Sewer					\$ 72,000.00
<u>FUTURE WATER SUPPLY</u>					
20	12" Water Line <i>(including all appurtenances)</i>	370	LF	\$ 48.00	\$ 17,760.00
21	Fire Hydrant	1	EA	\$ 4,000.00	\$ 4,000.00
22	Water Service	3	EA	\$ 2,000.00	\$ 6,000.00
23	Connect to Existing	3	EA	\$ 3,000.00	\$ 9,000.00
Subtotal Future Water Supply					\$ 36,760.00

FUTURE NON-POTABLE WATER

24	12" Non-Potable Water Line <i>(including all appurtenances)</i>	370	LF	\$	55.00	\$	20,350.00	
25	16" Non-Potable Water Line <i>(including all appurtenances)</i>	380	LF	\$	65.00	\$	24,700.00	
26	Non-Potable Water Service	1	EA	\$	2,000.00	\$	2,000.00	
27	Connect to Existing	1	EA	\$	3,000.00	\$	3,000.00	
Subtotal Future Non-Potable Water							\$	50,050.00

FUTURE RECYCLED WATER

28	16" Recycled Water Line <i>(including all appurtenances)</i>	410	LF	\$	65.00	\$	26,650.00	
Subtotal Future Recycled Water							\$	26,650.00

TOTAL CONSTRUCTION COST (nearest \$1,000) \$ 549,000.00

EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The RID 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.

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