

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

ITEM: APPROVE THREE REIMBURSEMENT AGREEMENTS WITH SOUTH LATHROP LAND LLC FOR PUBLIC FACILITIES AND INFRASTRUCTURE IMPROVEMENTS TO BE INSTALLED CONCURRENTLY WITH THE DEVELOPMENT OF THE SOUTH LATHROP COMMERCE CENTER PROJECT

RECOMMENDATION: Adopt a Resolution Approving Reimbursement Agreements with South Lathrop Land LLC for 1) South Lathrop Regional Outfall Structure and Related Facilities, 2) Public Infrastructure Relating to South Lathrop Commerce Center Benefitting Properties within South Lathrop Specific Plan Area, and 3) Public Infrastructure Relating to South Lathrop Commerce Center Benefitting Properties Outside South Lathrop Specific Plan Area

SUMMARY:

South Lathrop Land LLC (SLL), the developer of the South Lathrop Commerce Center (SLCC), is required under various entitlements to construct certain public facilities and infrastructure that will be of benefit to other properties/developments in the City. The public improvements include a regional outfall structure, storm drain system, sanitary sewer collection system and water line improvements. SLL has agreed to enter into three separate reimbursement agreements with the City regarding the following: 1) South Lathrop Regional Outfall Structure, 2) Public Infrastructure Benefitting Other Properties within the South Lathrop Specific Plan (SLSP) Area, and 3) Public Infrastructure Benefitting Properties Outside the SLSP Area. The reimbursement agreements describe the public facilities/infrastructure that are a benefit to other properties, the cost of the facilities/infrastructure, a method to calculate the proportionate share of each benefitting property, and the development criteria that triggers the reimbursement fee to be assessed and collected.

Staff recommends City Council approve the three reimbursement agreements between SLL and the City to establish mechanisms to reimburse SLL from reimbursement fees collected from other benefitting property owners as the benefitting properties are developed.

MARCH 11, 2019, CITY COUNCIL REGULAR MEETING**APPROVE THREE REIMBURSEMENT AGREEMENTS WITH SOUTH LATHROP LAND LLC FOR PUBLIC FACILITIES AND INFRASTRUCTURE IMPROVEMENTS TO BE INSTALLED CONCURRENTLY WITH THE SLCC DEVELOPMENT****BACKGROUND:**

On August 3, 2015, the City Council approved entitlements for the SLSP area. The Development Agreement between the City and the developer of SLCC requires the developer to construct public facilities and infrastructure to serve their project and oversize facilities and infrastructure to serve other projects or areas. The public improvements include a regional outfall structure, storm drain system, sanitary sewer collection system and water line improvements. Pursuant to the Lathrop Municipal Code, SLL is entitled to reimbursement for oversizing of public facilities and infrastructure from benefitting property owners as benefitting properties are developed. To document the improvements and related costs that SLL will be eligible for credit and/or reimbursement, SLL has agreed to enter into three separate reimbursement agreements with the City regarding the following: 1) South Lathrop Regional Outfall Structure, 2) Public Infrastructure Benefitting Other Properties within the South Lathrop Specific Plan (SLSP) Area, and 3) Public Infrastructure Benefitting Properties Outside the SLSP Area.

The storm drain outfall structure (Outfall) will be constructed by SLL in the summer of 2019. The Outfall is designed to be regional in nature and is consistent with the City Drainage Master Plan. The outfall structure within the San Joaquin River Levee embankment will serve the SLSP area, Lathrop Gateway Business Park Specific Plan (Gateway) area and development along the McKinley Corridor Planning area. The total estimated cost of the Outfall within the levee embankment for SLL to design, permit, construct and acquire necessary land is \$2,896,762 and will be split evenly between the three areas. To ensure timely reimbursement to SLL, the first building permit for a building over 100,000 square feet in the Gateway area shall be required to pay the entire amount of reimbursable costs owed for the Gateway area, which is one-third the total Outfall cost. In order to enable implementation of the planned growth and related economic development contemplated in the McKinley Corridor Planning Area and to give the City an option of future wastewater discharge, the City will pay that area's one-third of the total cost for the Outfall to SLL over a five-year period. Any development within the McKinley Corridor Planning Area shall be required to pay its respective proportionate share of reimbursable costs, based on acreage, to the City. The Reimbursement Agreement for South Lathrop Regional Outfall Structure and Related Facilities is included as Attachment "B".

Public facilities and infrastructure installed by SLL within the SLSP area that benefits other properties within the SLSP area include a sanitary sewer collection system, storm drain system and water line improvements. The total estimated cost for the design, permitting and construction of these improvements is \$22,404,230. To ensure timely reimbursement to SLL, any benefitting property owners wanting to develop shall be required to pay their respective proportionate share of reimbursable costs, based on acreage, prior to the issuance of the first subdivision map, parcel map or the first building permit whichever comes first. The Public

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TO BE INSTALLED CONCURRENTLY WITH THE SLCC DEVELOPMENT

Infrastructure Reimbursement Agreement Relating to South Lathrop Commerce Center within South Lathrop Specific Plan Area is included as Attachment "C".

Public infrastructure installed by SLL that benefits other properties outside the SLSP area includes public water mains, valves and fire hydrants along Yosemite Avenue within the limits of the Gateway area. In addition, SLL looped the water main to provide redundancy for the SLSP area and for a small subset of benefitting properties in the Gateway area. The total estimated cost for the design, permitting and construction of these improvements is \$1,729,373. To ensure timely reimbursement to SLL, any benefitting property owners wanting to develop shall be required to pay their respective proportionate share of the reimbursable costs, based on total frontage footage and/or acreage, prior to the issuance of the first subdivision map, parcel map or the first building permit, whichever comes first. The Reimbursement Agreement Relating to South Lathrop Commerce Center for Public Infrastructure Benefitting Properties Outside South Lathrop Specific Plan Area is included as Attachment "D".

REASON FOR RECOMMENDATION:

Staff recommends City Council approve the three reimbursement agreements with SLL to allow the City to establish a mechanism to reimburse SLL from fees collected from benefitting property owners as the benefitting properties are developed.

FISCAL IMPACT:

In accordance with the Reimbursement Agreement for the Outfall structure, the City shall reimburse SLL the full amount for McKinley Corridor Planning Area share over a five-year period. The City will make five (5) equal, annual payments. The first installment of the reimbursement will be included in the Fiscal Year 19/20 General Fund budget and every year thereafter until paid in full. In addition, the Developer will be responsible to pay all costs associated with updating the City's Capital Facility Fees.

MARCH 11, 2019, CITY COUNCIL REGULAR MEETING

APPROVE THREE REIMBURSEMENT AGREEMENTS WITH SOUTH LATHROP LAND LLC FOR PUBLIC FACILITIES AND INFRASTRUCTURE IMPROVEMENTS TO BE INSTALLED CONCURRENTLY WITH THE SLCC DEVELOPMENT

ATTACHMENTS:

- A. Resolution Approving Reimbursement Agreements with South Lathrop Land LLC for 1) South Lathrop Regional Outfall Structure and Related Facilities, 2) Public Infrastructure Relating to South Lathrop Commerce Center Benefitting Properties within South Lathrop Specific Plan Area, and 3) Public Infrastructure Relating to South Lathrop Commerce Center Benefitting Properties Outside South Lathrop Specific Plan Area

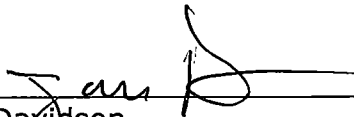
- B. Reimbursement Agreement for South Lathrop Regional Outfall Structure and Related Facilities dated, March 11, 2019

- C. Reimbursement Agreement Relating to South Lathrop Commerce Center for Public Infrastructure Benefitting Properties Within South Lathrop Specific Plan Area dated, March 11, 2019

- D. Reimbursement Agreement Relating to South Lathrop Commerce Center for Public Infrastructure Benefitting Properties Outside South Lathrop Specific Plan Area dated, March 11, 2019

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APPROVALS:



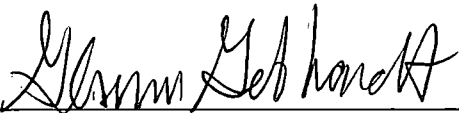
Jay Davidson
Principal Engineer

3-6-18
Date



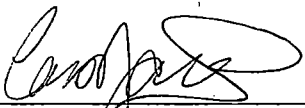
Michael King
Assistant Public Works Director

3-6-19
Date



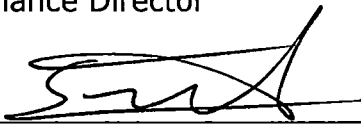
Glenn Gebhardt
City Engineer

3/6/19
Date



Cari James
Administrative Services &
Finance Director

3/6/19
Date



Salvador Navarrete
City Attorney

3-6-19
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 THREE REIMBURSEMENT AGREEMENTS WITH SOUTH LATHROP LAND LLC: 1) SOUTH LATHROP REGIONAL OUTFALL STRUCTURE AND RELATED FACILITIES, 2) PUBLIC INFRASTRUCTURE RELATING TO SOUTH LATHROP COMMERCE CENTER BENEFITTING PROPERTIES WITHIN SOUTH LATHROP SPECIFIC PLAN AREA, AND 3) PUBLIC INFRASTRUCTURE RELATING TO SOUTH LATHROP COMMERCE CENTER BENEFITTING PROPERTIES OUTSIDE SOUTH LATHROP SPECIFIC PLAN AREA

WHEREAS, on August 3, 2015, the City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area; and

WHEREAS, the Development Agreement between the City and South Lathrop Land LLC (SLL), the developer of the South Lathrop Commerce Center (SLCC) project, requires the SLL to construct public facilities and infrastructure to serve their project including oversizing of facilities and infrastructure to serve other projects or areas; and

WHEREAS, the public improvements include a regional outfall structure, storm drain system, sanitary sewer collection system and water line improvements; and

WHEREAS, pursuant to the Lathrop Municipal Code, SLL is entitled to reimbursement for oversizing of public facilities and infrastructure from owners of benefitting properties as benefitting properties are developed; and

WHEREAS, to document the improvements and related costs eligible for credit and/or reimbursement, SLL has agreed to enter into three separate reimbursement agreements with the City regarding the following: 1) South Lathrop Regional Outfall Structure, 2) Public Infrastructure Benefitting Other Properties within the SLSP Area, and 3) Public Infrastructure Benefitting Properties Outside the SLSP Area; and

WHEREAS, staff recommends City Council approve the three reimbursement agreements with SLL to establish mechanisms for SLL to be reimbursed by other benefitting property owners as the benefitting properties are developed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lathrop that the following three agreements are hereby approved: 1) Reimbursement Agreement for South Lathrop Regional Outfall Structure and Related Facilities, 2) Public Infrastructure Reimbursement Agreement Relating to South Lathrop Commerce Center Within South Lathrop Specific Plan Area, and 3) Reimbursement Agreement Relating to South Lathrop Commerce Center for Public Infrastructure Benefitting Properties Outside South Lathrop Specific Plan Area.

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

REIMBURSEMENT AGREEMENT FOR SOUTH LATHROP REGIONAL OUTFALL STRUCTURE AND RELATED FACILITIES

This Reimbursement Agreement for South Lathrop Regional Outfall Structure and Related Facilities ("**Agreement**") is made and entered into this 11th day of March, 2019 ("**Effective Date**") by and between the City of Lathrop ("**City**"), a municipal corporation of the State of California ("**City**") and South Lathrop Land, L.L.C., a Delaware limited liability company ("**Developer**"). City and Developer may be collectively referred to herein as the "**Parties**" or individually as a "**Party**".

RECITALS

A. On or about August 3, 2015, City entered into that certain *Development Agreement by and between the City of Lathrop and Richland Developers Inc. Relating to the South Lathrop Specific Plan ("DA")*, which was subsequently recorded on September 5, 2015 (Instrument No. 2015-106926) and adopted by City via Ordinance No. 18-390, in connection with the South Lathrop Specific Plan area ("**SLSP Area**"), located in the City of Lathrop, County of San Joaquin, for purposes of developing a master planned business park that includes, among other things, industrial and logistics uses, ancillary highway commercial uses, various open space uses, and related on- and off-site improvements (collectively, "**Project**" or "**South Lathrop Commerce Center**").

B. On or about April 18, 2016, the City Council approved Vesting Tentative Parcel Map No. 15-94 for the Project Site (as that term is defined below) pursuant to Resolution No. 16-4059 ("**VTPM**").

C. On or about March 2, 2018, Developer acquired in fee, land within the SLSP Area, as shown on attached Exhibit 1 ("**Project Site**") from Richland Developers Inc. ("**Richland**"), the previous developer and property owner who originally entered into the DA with City. In so doing, Developer assumed the rights and obligations of Richland under the DA with respect to the Project Site and the Project as set forth more fully in that certain *Assignment and Assumption Agreement* (dated March 2, 2018).

D. Among other things, the DA includes obligations that Developer construct specified Public Facilities and Infrastructure (as that term is defined in the DA), and further includes an obligation that Developer oversize certain Public Facilities and Infrastructure pursuant to the terms and conditions set forth therein including, without limitation, those in the DA, section 6.04.2. Furthermore, as described in City's Storm Drainage Master Plan ("**City Drainage Master Plan**") and in the South Lathrop Specific Plan ("**Specific Plan**"), certain new regional storm drainage facilities were identified that are intended to serve the SLSP Area (including, among other lands, the Project Site) as well as other properties within the City. In accordance therewith, City has required that Developer construct a regional storm drain outfall structure ("**ROS**") and related facilities, to be constructed and permanently located at the San Joaquin River Levee embankment (with the land upon which the ROS and related facilities will be constructed being offered for dedication (shown as Parcel C on the Parcel Map, as that term is defined below) by Developer to City and Reclamation District 17 ("**RD-17**") as described more fully below ("**South Lathrop Regional Storm Drain Site**"), and consisting of those

improvements described more fully in the approved improvement plans dated May 2018 (which may be amended from time to time with the Parties' approval) (collectively, "**AIP**"). The Parcel Map subdivides the Project Site (which includes the South Lathrop Regional Storm Drain Site), in substantial compliance with the VTPM. In or about October 2018, the South Lathrop Regional Storm Drain Site was conveyed by Developer to RD-17 (subject to an easement benefitting City) in connection with the Parcel Map process. In addition, City has required that Developer construct the ROS and related facilities such that there will be a total of six (6) pipe connection locations (collectively, "**Pipes**"); two (2) of the Pipes will serve the Project Site and the remaining four (4) Pipes will serve other planning areas, including the Gateway Project Area and McKinley Corridor (as those terms are defined below), as shown on attached Exhibit 2. Collectively, the ROS and Pipes shall be referred to herein as the "**South Lathrop Regional Storm Drain Facilities**".

E. As described more fully in the Draft Environmental Impact Report for the South Lathrop Specific Plan (SCH No. 2013012064) ("**SLSP DEIR**"), said facilities (except for those portions of the Pipes that are located entirely within the Project Site, as shown on Exhibit 2) are designed to be regional in nature and are consistent with the City Drainage Master Plan, which will also serve the Lathrop Gateway Business Park Specific Plan area ("**Gateway Project Area**") and other areas of development in the City of Lathrop. Developer's construction obligation described in this Agreement is subject to fee credits and/or reimbursement to Developer for costs thereof, as set forth more fully in the DA and herein. With the approval and recordation of the Parcel Map, certain areas of land that are within the Project Site were (or will be) dedicated to City and RD-17, respectively, as follows: (1) there is a linear strip of land to be conveyed to City in fee, shown as Parcel B on the Parcel Map; with (2) the balance of the land from the San Joaquin River side of this linear strip to the San Joaquin River, including the San Joaquin River Levee embankment (shown as Parcels C and D on the Parcel Map) being conveyed in fee to RD-17. Once the South Lathrop Regional Storm Drain Facilities are constructed and dedicated to City to be owned and operated as a public facility (subject to City's obligations to accept said offer of dedication, as provided for in Section 2 below), Developer will have fulfilled Developer's obligation under the DA and the SIA (as that term is defined below) with respect to said facilities and shall have no further obligation to City as it relates to the construction of said facilities. City shall thereafter accept such dedication (in accordance with the obligations set forth in Section 2 below and submittal of documentation in connection with the Reconciliation Statement as provided for in Section 3 below) and operate and maintain same. Accordingly, the South Lathrop Regional Storm Drain Facilities will be owned and operated by City as a public improvement, and will benefit City, RD-17, as well as multiple private property owners (as shown on attached Exhibit 2) (collectively, "**Benefitted Property Owners**") in addition to Developer. City has determined it is in City's best interest for the South Lathrop Regional Storm Drain Facilities to be initially funded, permitted and constructed by Developer (subject to fee credits and/or reimbursement provisions herein), including, among other reasons, because it will be more cost effective and efficient and result in a more expeditious delivery of this important public facility.

F. Parcel Map 17-01, containing nine (9) commercial/industrial lots, was approved by the City Council on September 10, 2018 ("**Parcel Map**") after City confirmed that the Parcel Map is in substantial compliance with the VTPM. The Parcel Map was subsequently recorded on October 23, 2018. As a condition of approving and recording the Parcel Map, Developer and City entered into that certain *Subdivision Improvement Agreement* (dated September 10, 2018)

(“*SLA*”) that requires Developer to construct certain specified public improvements, including, among others, the South Lathrop Regional Storm Drain Facilities, pursuant to the terms and conditions set forth therein and subject to fee credits and/or reimbursement.

G. Developer’s actual cost to construct the South Lathrop Regional Storm Drain Facilities shall include all costs associated with entitlement/permitting, land acquisition, engineering, environmental review, design, environmental monitoring (including, without limitation, for the SWPPP as well as cultural and biological resource permitting), dewatering, planning, plan check, inspection(s), any and all construction costs (including, without limitation, materials, start-up costs, overhead and construction management), any and all agency requirements, fees and costs that are required under any and all applicable resource agency and other permits, any and all third party consultant costs and legal fees, any and all other costs associated with governmental actions and fees related to the South Lathrop Regional Storm Drain Facilities, and inflation calculated on all of the foregoing costs using the Engineering News Record Construction Cost Index (which shall be updated by City in January of each year, as is done with all other fees with the year 2018 being the baseline against which to calculate said inflation increase) (collectively, “*South Lathrop Regional Storm Drain Facilities Costs*”). Provided, however, in calculating said costs, Developer intends to deduct certain costs that are “non-regional” in nature to ensure fair share apportionment among Developer and the Benefitted Property Owner(s), and thus said non-regional costs shall not be shown in the Engineer’s Cost Estimate (as that term is defined below).

H. City has an existing development impact fee in place addressing SLSP’s regional storm drain facilities (“*Current City SLSP Drainage Fee*”). However, the Current City SLSP Drainage Fee does not accurately reflect the final design for the South Lathrop Regional Storm Drain Facilities as necessitated by the various governmental agencies’ review of and comment on said plans and as a result, significantly underestimates the costs thereof. Accordingly, City intends to promptly initiate the process to prepare, evaluate, and adopt an updated development impact fee for the South Lathrop Regional Storm Drainage Facilities in accordance with applicable law and the City Drainage Master Plan (“*Updated South Lathrop Regional Outfall Structure Fee*”), in order to ensure the South Lathrop Regional Storm Drain Facilities Costs are accurately reflected in said Fee. As a condition to develop property that may be served by the South Lathrop Regional Storm Drain Facilities, City intends, to the extent permitted by applicable law, to impose a requirement on other Benefitting Property Owner(s) to pay the applicable Updated South Lathrop Regional, Outfall Structure Fee, as explained more fully herein.

I. The Parties desire to set forth the terms and conditions under which Developer shall receive fee credits and/or be reimbursed for the South Lathrop Regional Storm Drain Facilities Costs, and the terms and conditions by which City will facilitate such reimbursement.

NOW, THEREFORE, for good and valuable consideration, City and Developer agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct and made a part of this Agreement.

2. Expeditious Acceptance of the South Lathrop Regional Storm Drain Facilities. The Parties acknowledge and agree that it is their collective intention for City to own, operate and maintain the South Lathrop Regional Storm Drain Facilities. Accordingly, once said facilities are complete and Developer offers to dedicate said facilities to City in accordance with the terms and conditions of the SIA, City shall make diligent and good faith efforts to accept said offer of dedication pursuant to applicable laws and regulations within sixty (60) days of receipt of: (a) said offer; (b) all reasonably required documentation (including the documentation associated with the Reconciliation Statement identified in Section 3 below); and (c) completion of any audit of said documentation (which must be conducted pursuant to Section 3 below). Once City accepts the South Lathrop Regional Storm Drain Facilities, City shall have the sole obligation to operate and maintain said facilities and pay any and all costs associated therewith, and Developer shall have no further obligations in this regard.

3. Amount of South Lathrop Regional Storm Drain Facilities Costs. The Parties acknowledge and agree that an updated Engineer's Cost Estimate of the South Lathrop Regional Storm Drain Facilities Costs has been prepared in connection with this Agreement and City's process to adopt the Updated South Lathrop Regional Outfall Structure Fee pursuant to Section 6(a) below. Said Engineer's Cost Estimate, set forth in attached Exhibit 3, reflects the South Lathrop Regional Storm Drain Facilities Costs in accordance with Recital G above, which the Parties agree represents an accurate estimate of such costs based on reasonably available information as of the Effective Date, along with a contingency of ten percent (10%) of said Costs (as is typical to account for unanticipated additional costs that may arise during construction). Notwithstanding anything to the contrary in the foregoing, the Parties further acknowledge and agree that because all of said costs cannot reasonably be determined as of the Effective Date, the Engineer's Cost Estimate shall be updated, as needed, once the South Lathrop Regional Storm Drain Facilities are complete ("**Reconciliation Statement**"), and the South Lathrop Regional Storm Drain Facilities Costs and the related Updated South Lathrop Regional Outfall Structure Fee shall be adjusted accordingly at that time, as needed, to ensure that Developer is "trued up" to provide for full fee credit and/or reimbursement as required hereunder. Said adjusted fee credit and/or reimbursement shall become available to Developer once the relevant Capital Facilities Fee ("**CFFs**") are updated to reflect the Updated South Lathrop Regional Outfall Structure Fee as provided for herein. Developer shall provide reasonable documentation of the actual costs incurred in support of the Reconciliation Statement (which may include, among others, unconditional lien releases, invoices, proof of payment, confirmation on letterhead from relevant contractor(s)/subcontractor(s) of payment, and/or any other reasonable documentation similar in detail and content as has been previously provided to City) at the same time it offers to dedicate the South Lathrop Regional Storm Drain Facilities to City; City shall then have the right, but not the obligation, to reasonably review and audit said documentation, to the extent it determines reasonably appropriate, with any such audit being completed within thirty (30) days. No later than thirty (30) days of either (a) the receipt of said documentation, or (b) the completion of any audit, whichever is applicable, then City shall confirm the Reconciliation Statement. The Parties acknowledge and agree that the amount of detail in the documentation provided by Developer to support the Reconciliation Statement shall be reasonable; shall be

consistent with the level of detail provided to City in connection with the original cost estimates reflected in Exhibit 3; and may consist (in whole or in part) of costs documented in writing by relevant third parties working on any portion of the South Lathrop Regional Storm Drain Facilities that reflect actual costs incurred by Developer. Notwithstanding anything to the contrary in the foregoing, any such adjusted Fee (and the related fee credit/reimbursement for Developer) shall be applied prospectively only (i.e., imposed as a condition on those building permit(s) (or final subdivision or parcel map(s), as may be applicable) that are issued to Benefitted Property Owner(s) after the adjusted Fee has been adopted by City), but in no event shall Developer be required to return to City any funds received hereunder via fee credit and/or reimbursement as a result of any such fee adjustment(s). Once City has accepted the offer of dedication for the South Lathrop Regional Storm Drain Facilities and has released any and all related liens, then City's right to audit the above-referenced documentation shall terminate. The Parties further acknowledge and agree that in the event City conducts an audit pursuant to this Section 3, City shall not withhold any adjusted fee credit and/or reimbursement payments to Developer for any undisputed amounts during the audit period.

4. Developer's Share of Costs. Based on substantial evidence in the record, the Parties acknowledge and agree that Developer's pro rata share of the South Lathrop Regional Storm Drain Facilities Costs to serve the Project shall be one third (1/3) ("***Developer's Share***"). The estimated amount of the South Lathrop Regional Storm Drain Facilities Costs (as shown in Exhibit 3) minus the Developer's Share shall be referred to herein as the "***Reimbursable Costs***." The Fee Credit (as that term is defined below) and/or the reimbursement required hereunder shall be calculated accordingly. This is to ensure that Developer is not being required to pay more than its pro rata share of said costs, in accordance with applicable laws as well as the principles set forth in the DA, section 5.02.01(b), which mandate a "reasonable relationship" between the Project and any Public Facilities and Infrastructure requirement imposed thereon.

5. Fee Credits. Consistent with Chapter 3.22 of the City of Lathrop Municipal Code ("***LMC***"), Developer shall receive a fee credit against the amount of development impact fees that Developer would otherwise be required to pay to City (either under the Current City SLSP Drainage Fee or Updated South Lathrop Regional Outfall Structure Fee, as may be applicable) to obtain building permit(s) for the Project ("***Fee Credit***"). The Parties acknowledge and agree that, as of the Effective Date, given the numerous costs already expended in connection with the South Lathrop Regional Storm Drain Facilities, (a) Developer shall be deemed to have earned a Fee Credit but the amount of the Fee Credit will not be determined until costs are verified as provided above and City's Fees are updated to incorporate said verified costs; (b) Developer shall have no further obligation under any circumstances to pay any fee(s) in connection with the Project under either the City's Current Drainage Fee or the City's Updated South Lathrop Regional Outfall Structure Fee or any other fee related to the South Lathrop Regional Outfall Structure Fee that City is or may be obligated to pay on an annual basis to another governmental action; and (c) other than to update the amount of Developer's Fee Credit and the fees to incorporate costs herein referenced, City shall not seek to impose any such additional or supplementary storm drainage fee(s) on Developer in connection with the Project. Furthermore, the Parties acknowledge and agree that in order for Developer to obtain the benefits contemplated under this Agreement, City shall promptly initiate the process to, and adopt, the Updated South Lathrop Regional Outfall Structure Fee pursuant to Section 6(b) below.

6. Reimbursement.

(a) City's Share of Reimbursable Costs. The Parties acknowledge and agree that City will obtain significant economic and other benefits by having Developer initially fund, permit and construct (subject to the fee credit and reimbursement provisions set forth herein) the South Lathrop Regional Storm Drain Facilities, which will enable implementation of the planned growth and related economic development contemplated in the City's McKinley Corridor Planning Area (which is not expected to develop in the immediate future) and other potential uses. Accordingly, City hereby accepts a pro rata share of the South Lathrop Regional Storm Drain Facilities Costs of one third (1/3) ("*City's Share*"). City shall reimburse Developer the full amount of City's Share no later than five (5) years from the date that the Lathrop City Council accepts the South Lathrop Regional Storm Drain Facilities by making payments to Developer on an annual basis. Each annual payment shall be twenty percent (20%) of the City's Share such that City makes five (5) approximately equal payments until full payment occurs, with the Parties acknowledging that City shall not be required to pay any additional amount to reflect inflation. Within ten (10) days of the date that the Lathrop City Council accepts the South Lathrop Regional Storm Drain Facilities, City shall pay to Developer the first (1st) payment required under this subsection (a), and shall continue to pay Developer the remaining amount(s) due annually no later than the anniversary date of the first (1st) payment.

(b) Preparing, Considering and Adopting Updated South Lathrop Regional Outfall Structure Fee. For the reasons described in Recital H above, City shall promptly and expeditiously after the Effective Date prepare, consider and adopt the Updated South Lathrop Regional Outfall Structure Fee in accordance with applicable laws and regulations. In connection therewith, City shall concurrently initiate the process to adopt a CFF for the Gateway Project Area in an amount that will collect the proportionate share of each Benefitted Property Owner of the Reimbursable Costs of the Benefitted Property Owner(s) within the Gateway Project Area.

(c) Scope and Timing of Reimbursement. The Parties acknowledge and agree that Developer's receipt of the Fee Credit will not be sufficient to reimburse Developer for the total amount of Reimbursable Costs due hereunder. Therefore, in accordance with DA section 5.04.02(e), and to extent permitted by applicable law, City shall ensure that Developer receives the Reimbursable Costs owed to Developer hereunder by reimbursing Developer through the direct repayment required under subsection (a) above and the Updated South Lathrop Regional Outfall Structure Fee (or the Current City SLSP Drainage Fee if the Updated South Lathrop Regional Outfall Structure Fee has not yet been adopted) that City receives from other Benefitting Property Owner(s) in connection with the development of those owner(s)' respective properties until all Reimbursable Costs associated with said development have been paid to Developer. To ensure the timely reimbursement of Developer as contemplated herein, City shall impose, and to the extent permitted by applicable law, conditions on any development approved within the Gateway Project Area, as follows: the Benefitted Property Owner(s) that first seek to develop all or any portion therein shall pay the entire amount of Reimbursable Costs owed for the Gateway Project Area (which shall be one third (1/3) of the South Lathrop

Regional Storm Drain Facilities Costs), which shall be imposed as a condition of approval of the first (1st) building permit for any building over one hundred thousand (100,000) square feet. Timing of reimbursement to Developer shall occur within thirty (30) days of City's receipt of the Updated South Lathrop Regional Outfall Structure Fee(s) from any Benefitted Property Owner(s). Said reimbursement shall occur by City delivering the amount of said fee(s) to Developer, without any offset, at the address set forth in Section 13 below along with a notice of reimbursement of Reimbursable Costs. Said notice shall state the amount of Reimbursable Costs being made by City at that time as well as provide an accounting of the remaining amount of Reimbursable Costs due as of the date of said notice. City further agrees that no Benefitted Property Owner may be issued a credit in lieu of paying said fee, and no Benefitted Property Owner shall have the right to vest into the Current City SLSP Drainage Fee. Once Developer has been fully paid for all Reimbursable Costs as required hereunder, any and all Updated South Lathrop Regional Outfall Structure Fees received by City after this full reimbursement has occurred shall be retained by City.

(d) Accounting of Updated Lathrop Regional Outfall Structure Fee(s) Received by City. Twice every year (in January and in July), commencing in the January after the Effective Date, City shall provide to Developer an accounting of all Current City SLSP Drainage Fee(s) and/or Updated South Lathrop Regional Outfall Structure Fee(s) (as applicable) received by City in connection with the Gateway Project Area, if any, during the prior reporting period, along with reasonable supporting documentation.

(e) Notice of Relevant Development Application(s). Periodically, Developer may request City to confirm whether a Benefitted Property Owner has submitted to City a formal application to develop land within the Gateway Project Area ("**Development Application**") that may trigger the need to utilize all or any portion of the South Lathrop Regional Storm Drain Facilities. Within ten (10) days of any such request, City shall provide Developer with copies of any requested documents that would normally be produced by City in response to a Public Records Act request relating to such Development Application(s).

1. Satisfaction of DA and SIA Obligations. City acknowledges and agrees that Developer's actions of permitting, funding and constructing the South Lathrop Regional Storm Drain Facilities (subject to fee credit and reimbursement provisions set forth herein), along with its offer of dedication of said facilities and the South Lathrop Regional Storm Drain Site, shall constitute full satisfaction of all of Developer's obligations under the DA and SIA with respect to the South Lathrop Regional Storm Drain Facilities, and City shall not seek to impose any further obligations on Developer with respect to the South Lathrop Regional Storm Drain Facilities.

7. Term of Agreement; Termination. This Agreement shall commence on the Effective Date and shall terminate when Developer has received all Reimbursable Costs (through receipt of the Fee Credit and/or the required reimbursement) as provided for in this Agreement. At such time as the foregoing occurs, City shall: (a) notify Developer in writing that City's obligations hereunder have been fully satisfied; (b) provide Developer with reasonable documentation to confirm the satisfaction of said obligations; and (c) inform Developer that City

If to Developer: South Lathrop Land, L.L.C.
527 W 7th Street, Suite 308
Los Angeles, CA 90014
Attn: Philip J. Prassas
Email: pprassas@chindustrial.com

With a concurrent copy to: Nadia Costa
Miller Starr Regalia
1331 North California Blvd., Fifth Floor
Walnut Creek, CA 94596
Email: nadia.costa@msrlegal.com

The date of any notice shall be the date of receipt; provided, however, that rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either Party may change its address for notice by giving notice to the other Party in accordance with this Section 13.

13. Payments to Developer. All payments due to Developer hereunder shall be sent to the following address or at such other address as Developer shall from time to time specify in writing to City:

South Lathrop Land, L.L.C.
527 W 7th Street, Suite 308
Los Angeles, CA 90014
Attn: Philip J. Prassas

14. Amendments. Any modifications to this Agreement shall be in writing and signed by authorized representatives of both Parties.

15. Attorney's Fees and Venue. In the event of a dispute arising under this Agreement, the prevailing Party shall be entitled to an award against the other Party of reasonable attorney's fees and costs incurred in connection with the dispute. The venue for any litigation shall be in San Joaquin County, California.

16. Cumulative Rights; Waiver. The failure by either Party to exercise, or delay in exercising any rights under this Agreement, shall not be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. A waiver of any provision or a waiver of any breach of any provision of this Agreement must be in writing, and a waiver by either Party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement.

17. Severability. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

18. Headings. All headings herein are inserted only for convenience and ease of reference and are not considered in the construction or interpretation of any provision of this Agreement.

19. Signing Authority. The individuals signing this Agreement represent and agree that they have full and actual authority to bind their respective Parties to this Agreement.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding its subject matters. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the Parties related to the subject matters of this Agreement.

21. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

22. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

[Signatures to follow on next page]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY

CITY OF LATHROP,
A California municipal corporation

By: _____
Stephen J. Salvatore
City Manager

DEVELOPER

South Lathrop Land, L.L.C., a Delaware
limited liability company

By: CHI West 109 South Lathrop Land,
L.P.,
a Delaware limited partnership,
its managing member

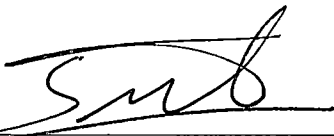
By: CHI LTH GP, L.L.C.,
a Delaware limited liability
company, its general partner

By: _____
Name: _____
Title: _____

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

By: _____
Teresa Vargas, City Clerk

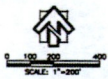
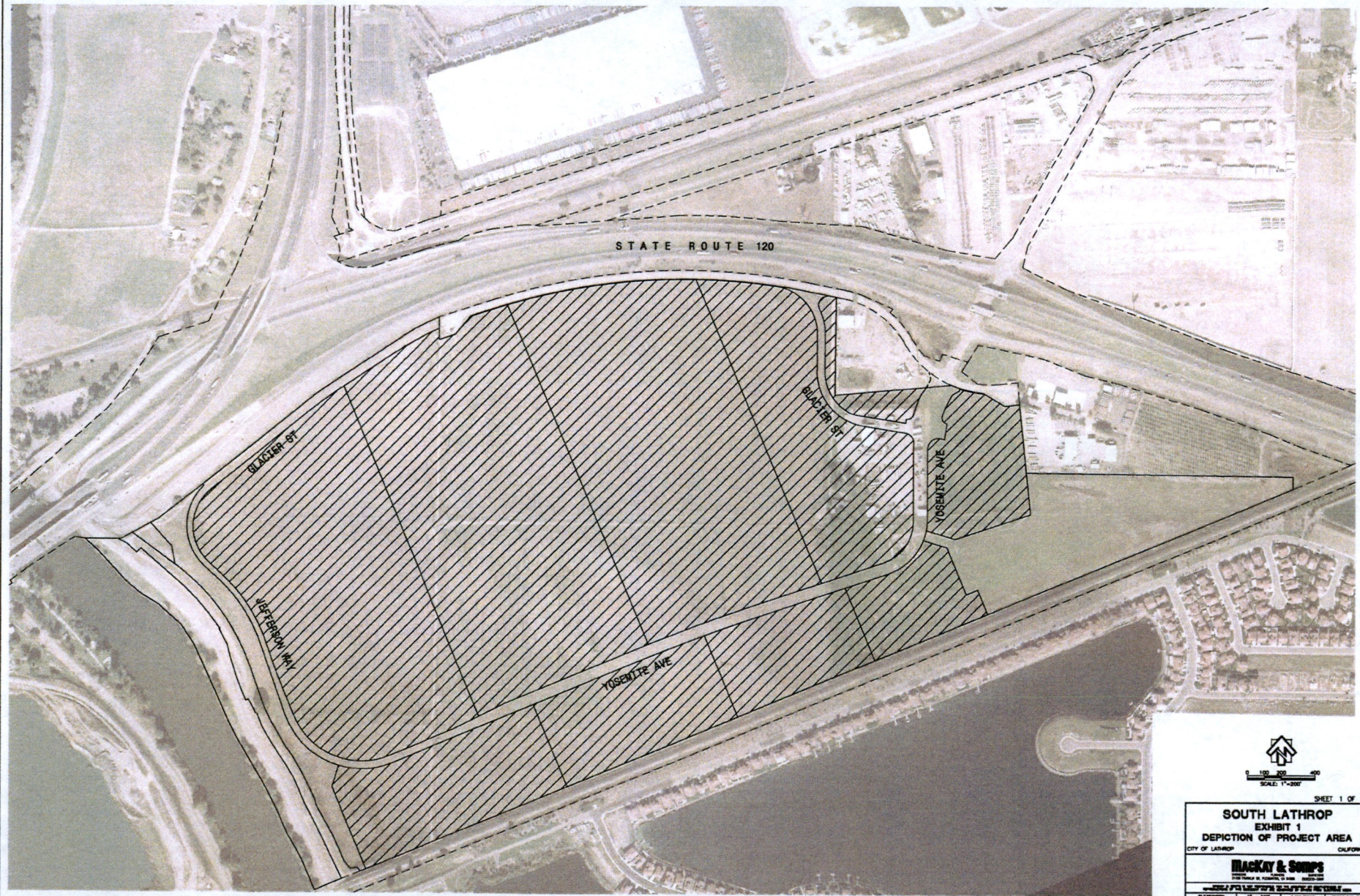
APPROVED AS TO FORM:

By: 

Salvador Navarrete
City Attorney

EXHIBIT 1
DEPICTION OF PROJECT SITE

REIMBURSEMENT AGREEMENT FOR OUTFALL STRUCTURE
 EXHIBIT 1: DEPICTION OF PROJECT SITE
 GROSS AREA 225.4 ACRES



SHEET 1 OF 1

SOUTH LATHROP
 EXHIBIT 1
 DEPICTION OF PROJECT AREA
 CITY OF LATHROP CALIFORNIA

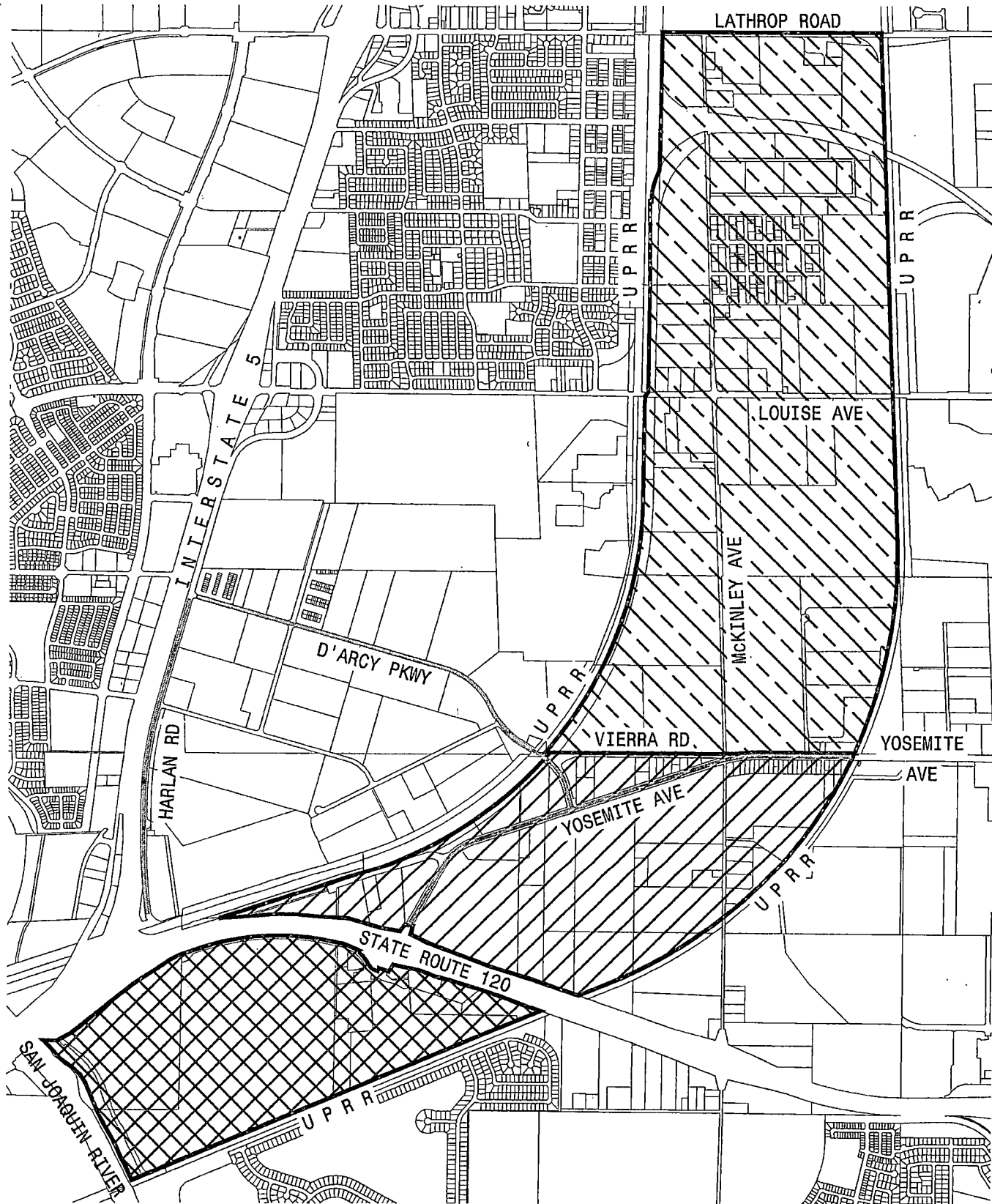
HACKAY & SOHRP
 REGISTERED PROFESSIONAL ENGINEERS
 1100 12TH AVENUE, SUITE 200
 SACRAMENTO, CALIFORNIA 95811
 TEL: (916) 441-1111 FAX: (916) 441-1112




PROJECT	1" = 200'	1/10/2012	REVISION 001
DRAWN BY	DATE	SCALE	REVISION

11-10-2011 10:00 AM 11/10/2011 10:00 AM 11/10/2011 10:00 AM 11/10/2011 10:00 AM

EXHIBIT 2
BENEFITTED PROPERTY OWNERS

REIMBURSEMENT AGREEMENT FOR SOUTH LATHROP ROS
 EXHIBIT 2: BENEFITTED PROPERTY OWNERS



-  SOUTH LATHROP SPECIFIC PLAN
-  LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN
-  MCKINLEY CORRIDOR



MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
 JOB NO.: 25223.000 DATE: 12.08.2018

EXHIBIT 3

ENGINEER'S COST ESTIMATE:
REGIONAL OUTFALL STRUCTURE

EXHIBIT 3: REGIONAL STORM DRAIN FACILITIES IMPROVEMENT COST						
<u>Reimbursement Agreement for the Regional Outfall Structure</u>						
	UNIT	UNIT COST	QTY	SUB-TOTAL	RUNNING TOTAL	SOURCE OF COST INFORMATION
HARD COSTS						
Grading, Dewatering and Cleanup	LS	49,390.00	1	49,390.00		Teichert
Piping	LS	51,750.00	1	51,750.00		Teichert
sheetpile	LS	919,350.00	1	919,350.00		Teichert
Concrete Headwall	LS	300,035.00	1	300,035.00		Teichert
Armorflex	LS	104,335.00	1	104,335.00		Teichert
Rip Rap	LS	186,503.00	1	186,503.00		Teichert
HARD COST SUBTOTAL:					\$1,611,363	
SOFT COSTS						
Land Acquisition for ROS (determined by City)	SF	3.45	39,245	135,395.25		City
Conservation credits for salmonid habitat restoration	Acre	100,000.00	0.5	50,000.00		Consumes Mitigation Bank
Biological & Environmental Consultants	LS	46,438.00	1	46,438.00		Monk & Associates
Biological & Environmental Legal Counsel	LS	79,998.00	1	79,998.00		Wactor & Wick
Nationwide 7 Permit Biological Consultants	LS	67,111.00	1	67,111.00		ECORP
Civil Engineering & governmental agency coordination, staking	LS	40,000.00	0.678	27,120.00		Mackay & Somps
ROS design, engineering, O&M Manuals and training	LS	72,298.00	1	72,298.00		PACE
Biological Monitoring during Construction of ROS	LS	210,000.00	1	210,000.00		Monk & Associates
Tree Trimming and removal	LS	34,875.00	1	34,875.00		Noceti Farms
SJMSCP Incidental Take Minimization Measures	LS	8,818.00	1	8,818.00		SICOG
Geotechnical Design & Inspections	LS	52,000.00	1	52,000.00		ENGE0
Legal	LS	75,190.00	1	75,190.00		Miller Starr
Performance & Material Bond (includes one-year warranty bond)	LS	441,523.00	0.0752	33,202.46		Willis Towers Watson
RD-17 Mandated Insurance Policy	LS	5,170.00	1	5,170.00		Willis Towers Watson
O&M Manual preparation (1/3 of total O&M manual cost)	LS	11,430.00	0.33	3,771.90		PACE
SOFT COST SUBTOTAL:					\$901,388	
CITY RELATED COSTS						
City legal and staff costs						City
City Plan Check, inspection, & Storage Fees		117,181.24		117,181.24		City
Encroachment Permit						City
City staff time for meetings		844.80		844.80		City
Reimbursement Agreement (1/3 of \$7931)	LS	2,643.67	1	2,643.67		City
CITY RELATED COST SUBTOTAL:					\$120,670	
SUBTOTAL REGIONAL OUTFALL STRUCTURE COSTS:					\$2,633,420	
10% Contingency				10%	\$263,342	
GRAND TOTAL REGIONAL OUTFALL STRUCTURE COSTS:					\$2,896,762	

**REIMBURSEMENT AGREEMENT
RELATING TO SOUTH LATHROP COMMERCE CENTER
FOR PUBLIC INFRASTRUCTURE BENEFITTING PROPERTIES
WITHIN SOUTH LATHROP SPECIFIC PLAN AREA**

This Public Infrastructure Reimbursement Agreement Relating to South Lathrop Commerce Center Within South Lathrop Specific Plan Area (“*Agreement*”) is made and entered into this 11th day of March, 2019 (“*Effective Date*”) by and between the City of Lathrop (“*City*”), a municipal corporation of the State of California (“*City*”) and South Lathrop Land, L.L.C., a Delaware limited liability company (“*Developer*”). City and Developer may be collectively referred to herein as the “*Parties*” or individually as a “*Party*”.

RECITALS

A. On or about August 3, 2015, City entered into that certain *Development Agreement by and between the City of Lathrop and Richland Developers Inc. Relating to the South Lathrop Specific Plan* (“*DA*”), which was subsequently recorded on September 5, 2015 (Instrument No. 2015-106926) and approved by City via Ordinance No. 18-390, in connection with the South Lathrop Specific Plan area (“*SLSP Area*”), as shown on attached Exhibit 1, located in the City of Lathrop, County of San Joaquin, for purposes of developing a master planned business park that includes, among other things, industrial and logistics uses, ancillary highway commercial uses, various open space uses, and related on- and off-site improvements (collectively, “*Project*” or “*South Lathrop Commerce Center*”).

B. On or about April 18, 2016, the City Council approved Vesting Tentative Parcel Map No. 15-94 for the Project Site (as that term is defined below) pursuant to Resolution No. 16-4059 (“*VTPM*”).

C. On or about March 2, 2018, Developer acquired in fee land within the SLSP Area, as shown on attached Exhibit 2 (“*Project Site*”) from Richland Developers Inc. (“*Richland*”), the former developer and property owner who originally entered into the DA with City, for the purpose of developing the Project on the Project Site. In so doing, Developer assumed the rights and obligations of Richland under the DA with respect to the Project Site and the Project as set forth more fully in that certain *Assignment and Assumption Agreement* (dated March 2, 2018).

D. Among other things, the DA includes obligations that Developer construct certain Public Facilities and Infrastructure (as that term is defined in the DA), which have been set forth in the City-approved plans, specifications and related drawings prepared by MacKay & Soms, PACE, and Fehr & Peers and more specifically shown in the City-approved Backbone Infrastructure Improvement Plans (collectively, “*BIIP*”) and the Offsite Infrastructure Improvement Plans (collectively, “*OIIP*”), as listed in attached Exhibit 3 and as may be amended from time to time with the mutual consent of the Parties. Collectively, the BIIP and the OIIP are referred to herein as the “*Plans*”.

In addition, the DA further includes an obligation that Developer oversize certain Public Facilities and Infrastructure pursuant to the terms and conditions set forth therein including, without limitation, those in DA, section 6.04.2. Said Public Facilities and Infrastructure consist

of certain public improvements that are covered by the City's Capital Facilities Fee ("**CFF**") Program, as well as other public improvements that have been required by City that are not currently covered by the CFF Program. This Agreement is intended to provide for fee credit and/or reimbursement to Developer for those public improvements that would be installed within the SLSP Area and would benefit other property owners within the SLSP Area as well as the Developer. Said fee credit shall become available to Developer once CFFs are updated to include the improvements listed herein and reimbursements to developer shall be limited to actual CFFs updated and collected for the improvements listed herein.

For purposes of this Agreement, all costs of said public improvements that are installed within the SLSP Area and thus shall be subject to fee credit and/or reimbursement by the applicable Benefitting Property Owner(s) (as that term is defined below), as provided for herein, consist of all of the following:

(a) The sanitary sewer collection system and sanitary sewer pump station system and forcemain that will exclusively serve the entire SLSP Area;

(b) The storm drain system that is intended and has been designed to exclusively serve the entire SLSP Area (including the storm drainage collection system within the public right of way; the storm drainage basin; the stormwater quality basin; the levee toe drain; and the storm drain pump station and forcemain, but excluding the South Lathrop Regional Outfall Structure which is covered by a separate reimbursement agreement);

(c) The water line improvements that constitute the required loop, including mains crossing SR 120 from the POC at Harlan Road to the POC on Glacier Street, on Glacier Street to Yosemite Avenue, and on Yosemite Avenue from Glacier Street to the point at the north edge of the State Route 120 right-of-way) (see Exhibit 4A);

(d) The water line improvements on Glacier Street, Jefferson Way and Yosemite excepting the improvements noted in subsection (c) above (see Exhibit 4B); and

(e) City-required conduit and communication fiber (including the cost of the material and the pulling of the fiber from the POC on Harlan Road to the sanitary system/storm drain pump stations).

Collectively, the foregoing improvements shall be referred to herein as the "**SLSP Reimbursable Improvements**". The SLSP Reimbursable Improvements will benefit City, Developer, as well as multiple private property owners owning land within the SLSP Area, as shown on attached Exhibit 5A and Exhibit 5B (collectively, "**Benefitted Property Owner(s)**"), therefore entitling Developer to reimbursement as set forth herein.

City has determined it is in City's best interest for these improvements to be initially funded, permitted and constructed by Developer (subject to reimbursement provisions herein), including, among other reasons, because it will be more cost effective and efficient and result in a more expeditious delivery of these important public facilities.

E. Parcel Map 17-01, containing nine (9) commercial/industrial lots, was approved by City on September 10, 2018 (“**Parcel Map**”) after City confirmed that the Parcel Map was in substantial compliance with the VTPM. As a condition of approving and recording the Parcel Map, Developer entered into that certain *Subdivision Improvement Agreement* dated September 10, 2018 (“**SIA**”) that requires Developer to construct certain specified public improvements pursuant to the terms and conditions set forth therein and subject to fee credit and/or reimbursement. The Parcel Map was subsequently recorded on October 23, 2018.

F. Developer’s actual cost to construct the SLSP Reimbursable Improvements shall include all costs associated with entitlement/permitting, land acquisition, engineering, environmental review, design, environmental monitoring (including, without limitation, for the SWPPP as well as cultural and biological resource permitting), dewatering, planning, plan check, inspection(s), any and all construction costs (including, without limitation, materials, start-up costs, overhead and construction management), any and all agency requirements, fees and costs that are required under any and all applicable resource agency and other permits, any and all third party consultant costs and legal fees, any and all other costs associated with governmental actions and fees related to the SLSP Reimbursable Improvements, and inflation calculated on all of the foregoing costs using the Engineering News Record Construction Cost Index (which shall be updated by City in January of each year, as is done with all other fees with the year 2018 being the baseline against which to calculate said inflation increase) (collectively, “**SLSP Improvement Costs**”).

G. The Parties desire to set forth the terms and conditions under which Developer shall receive fee credit and/or be reimbursed for the SLSP Improvement Costs that are beyond Developer’s Share (as that term is defined below), and the terms and conditions by which City will facilitate such fee credit and/or reimbursement.

NOW, THEREFORE, for good and valuable consideration, City and Developer agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct and made a part of this Agreement.

2. Expedient Acceptance of the SLSP Reimbursable Improvements. The Parties acknowledge and agree that it is their collective intention for City to own, operate and maintain the SLSP Reimbursable Improvements. Accordingly, once said improvements are complete and Developer offers to dedicate said improvements to City in accordance with the terms and conditions of the SIA, City shall make diligent and good faith efforts to accept said offer(s) of dedication pursuant to applicable laws and regulations within sixty (60) days of receipt of: (a) said offer; (b) all reasonably required documentation (including the documentation associated with the Reconciliation Statement identified in Section 3 below); and (c) completion of any audit of said documentation (which must be conducted pursuant to Section 3 below). Once City accepts the SLSP Reimbursable Improvements, City shall have the sole obligation to operate and maintain said improvements and pay any and all costs associated therewith, and Developer shall have no further obligations in this regard.

3. Obligation to Construct Improvements. The Parties agree that Developer will construct the SLSP Reimbursable Improvements in accordance with Developer's obligations set forth in the SIA.

4. Fee Credits. Consistent with Chapter 3.22 of the City of Lathrop Municipal Code ("*LMC*"), Developer shall receive a fee credit against the amount of development impact fees that Developer would otherwise be required to pay to City in connection with the SLSP Reimbursable Improvements and the related SLSP Improvement Fee (as that term is defined below) to obtain building permit(s) for the Project ("*Fee Credit*"). The Parties acknowledge and agree that, as of the Effective Date, given the numerous costs already expended in connection with the SLSP Reimbursable Improvements, (a) Developer shall be deemed to have earned a Fee Credit but the amount of the Fee Credit will not be determined until costs are verified as provided above and City's Fees are updated to incorporate said verified costs; (b) Developer shall have no further obligation under any circumstances to pay any fee(s) in connection with the Project under the SLSP Improvement Fee or any other fee related to the SLSP Reimbursable Improvements that City is or may be obligated to pay on an annual basis to another governmental agency; and (c) other than to update the amount of Developer's credit and the fees to incorporate costs herein referenced, City shall not seek to impose any such additional or supplementary fee(s) on Developer with respect to the SLSP Reimbursable Improvements in connection with the Project. Furthermore, the Parties acknowledge and agree that in order for Developer to obtain the benefits contemplated under this Agreement, City shall promptly initiate the process to, and adopt, the SLSP Improvement Fee pursuant to Section 12(a) below.

5. Reimbursement for SLSP Reimbursable Improvements. In the event and to the extent other Benefitted Property Owner(s) outside of the Project Site may benefit from Developer's construction of all or any portion of the SLSP Reimbursable Improvements (as that term is defined below), Developer shall be entitled to reimbursement from any such other property owner(s) once the CFF program is updated, based on an apportionment of the relevant pro rata contribution of costs of said improvements in accordance with the terms and conditions in this Agreement.

6. SLSP Reimbursable Improvements Relating to Sanitary Sewer. As shown on the Plans, the SLSP Reimbursable Improvements relating to the sanitary sewer system consist of all of the following:

- (a) Collection mains and manholes and clean outs;
- (b) Sewer pump station, including, without limitation, the pumps, dewatering, electronic controls, fencing, City conduit with fiber included (for City control and monitoring), lighting, monitoring equipment, security during construction, back-up generator, entry gates, landscaping, driveway, and curb cut; and
- (c) Sanitary sewer force mains that connect the sanitary sewer pump station to the Lathrop Consolidated Treatment Facility ("*LCTF*").

The foregoing improvements shall be referred to herein collectively as the “***Sanitary Sewer System Improvements***”.

Provided, however, that the Sanitary Sewer System Improvements do not include the ability of Benefited Property Owner(s) to be able to connect to the sewer collection system installed by Developer without the Benefited Property Owner(s) having the ability to treat the effluent at the LCTF as confirmed by City. Furthermore, the Sanitary Sewer System Improvements do not include: (i) the cost of sanitary sewer treatment at the LCTF; (ii) the cost of storage of recycled water; or (iii) the cost to dispose of recycled water via spray fields or urban irrigation as may be approved by the Regional Water Quality Control Board and City.

SLSP Improvement Costs for the Sanitary Sewer System Improvements shall include, without limitation, those costs reflected in Recital F and as identified in more detail in the Engineer’s Cost Estimate attached as Exhibit 6.

7. SLSP Reimbursable Improvements Relating to Storm Drainage System. As shown on the Plans, the SLSP Reimbursable Improvements relating to storm drain consist of all of the following:

- (a) Storm drain collection system within the public right-of-way, including pipelines, manholes, public laterals and storm drain inlets;
- (b) Storm drain detention basin and stormwater quality basin;
- (c) Levee toe drain;
- (d) The storm drain pump station and forcemain up to, but not including, the San Joaquin River Regional Outfall Structure; and
- (e) The pumps, electronic controls, fencing, lighting, monitoring equipment, security during construction, back-up generator, City conduit with fiber included (for City control and monitoring), entry gates, landscape, and driveway and curb cut.

The foregoing SLSP Reimbursable Improvements shall be referred to herein collectively as the “***Storm Drainage Improvements***”.

SLSP Improvement Costs for the Storm Drainage Improvements shall include, without limitation, those costs reflected in Recital F and as identified in more detail in the Engineer’s Cost Estimate attached as Exhibit 7.

8. SLSP Reimbursable Improvements Relating to Water System. As shown on the Plans, the SLSP Reimbursable Improvements relating to water system consist of the following:

- (a) Water pipeline improvements and appurtenances that constitute the required “water loop” within the public right-of-way, public utility easements or permitted encroachments under State Route 120 and the Union Pacific Railroad, located as follows: crossing SR 120 from the POC at Harlan Road to the POC at Glacier Street, on Glacier Street to Yosemite Avenue, and on Yosemite Avenue

from the Glacier Street to the point at the north edge of the State Route 120 right-of-way.

(b) The pipeline and appurtenances on Glacier Street, Jefferson Way and Yosemite Avenue excepting the improvements noted in subsection (a) above.

The foregoing SLSP Reimbursable Improvements shall be referred to herein collectively as the “*Water System Improvements*”.

SLSP Improvement Costs for the Water System Improvements shall include, without limitation, those costs reflected in Recital F and as identified in more detail in the Engineer’s Cost Estimate attached as Exhibit 8A and Exhibit 8B.

9. Estimated Amount of SLSP Improvement Costs. The Parties acknowledge and agree that the Engineer’s Cost Estimates for each category of SLSP Reimbursable Improvements, which is the basis for the SLSP Improvement Costs, have been prepared in connection with bonding requirements for the SIA and are set forth in attached Exhibits 5 through 7B, based on reasonably available information as of the Effective Date, along with a contingency of ten percent (10%) of said Costs (as is typical to account for unanticipated additional costs that may arise during construction). Notwithstanding anything to the contrary in the foregoing, the Parties further acknowledge and agree that because all of said costs cannot reasonably be determined as of the Effective Date, the Engineer’s Cost Estimates shall be updated, as needed, once each category of the SLSP Improvements are complete (“*Reconciliation Statement*”), and the relevant SLSP Improvement Costs shall be adjusted accordingly at that time, as needed, to ensure that Developer is “trued up” to provide for full reimbursement as required hereunder. Said adjusted fee credit and/or reimbursement shall become available to Developer once the relevant CFFs are updated to reflect any such additional costs as provided for herein. Developer shall provide reasonable documentation of the actual costs incurred in support of the Reconciliation Statement (which may include, among others, unconditional lien releases, invoices, proof of payment, confirmation on letterhead from relevant contractor(s)/subcontractor(s) of payment, and/or any other reasonable documentation similar in detail and content as has been previously provided to City) at the same time it offers to dedicate the SLSP Reimbursable Improvements to City; City shall then have the right, but not the obligation, to reasonably review and audit said documentation, to the extent it determines reasonably appropriate, with any such audit being completed within thirty (30) days. No later than thirty (30) days of either (a) the receipt of said documentation, or (b) the completion of any audit, whichever is applicable, then City shall confirm the Reconciliation Statement. The Parties acknowledge and agree that the amount of detail in the documentation provided by Developer to support the Reconciliation Statement shall be reasonable; shall be consistent with the level of detail provided to City in connection with the original cost estimates reflected in Exhibits 5 through 7B; and may consist (in whole or in part) of costs documented in writing by relevant third parties working on any portion of the SLSP Reimbursable Improvements that reflect actual costs incurred by Developer. Notwithstanding anything to the contrary in the foregoing, any such adjusted reimbursement costs (and the related fee credit/reimbursement for Developer) shall be applied prospectively only (i.e., imposed as a condition on those building permit(s) (or final subdivision or parcel map(s), as may be applicable) that are issued to Benefitted Property Owner(s) after the adjusted Fee has been adopted by City), but in no event shall Developer be required to return to City any funds received hereunder via fee credit and/or reimbursement as a

result of any such fee adjustment(s). Once the City has accepted the offer of dedication for the SLSP Reimbursable Improvements and has released any and all related liens, then City's right to audit the above-referenced documentation shall terminate. The Parties further acknowledge and agree that in the event City conducts an audit pursuant to this Section 8, City shall not withhold any adjusted fee credit and/or reimbursement payments to Developer for any undisputed amounts during the audit period.

10. Methodology for Determining Pro Rata Share of Costs. The Parties acknowledge and agree that the methodology to be utilized to determine the pro rata share of costs for the SLSP Reimbursable Improvements for both Developer and the Benefitted Property Owner(s) shall be based on the total number of gross acres of the lands as of the Effective Date, as shown and delineated by Assessor Parcel Numbers on Exhibits 5A and 5B.

The reimbursement obligations set forth in this Agreement are to ensure that Developer is not being required to pay more than its pro rata share of said costs, in accordance with applicable laws as well as the principles set forth in the DA, section 5.02.01(b), which mandate a "reasonable relationship" between the Project and any Public Facilities and Infrastructure requirement imposed thereon.

11. Reimbursement.

(a) Preparing, Evaluating and Adopting the SLSP Improvement Fee. For the reasons described in Recital G above, City shall promptly and expeditiously after the Effective Date initiate the process to prepare, evaluate, and adopt a development impact fee to cover the SLSP Reimbursable Improvement Costs in accordance with applicable laws and regulations ("**SLSP Improvement Fee**"). In connection therewith, City shall, to the extent permitted by applicable law, concurrently initiate process to prepare, consider and adopt Capital Facilities Fee(s) ("**CFF**") for those lands of the Benefitted Property Owner(s) in an amount that will collect the proportionate share of each Benefitted Property of the Reimbursable Costs.

(b) Scope and Timing of Reimbursement. The Parties acknowledge and agree that Developer's receipt of the Fee Credit will not be sufficient to reimburse Developer for the total amount of Reimbursable Costs due hereunder. Therefore, in accordance with DA section 5.04.02(e), and to the extent permitted by applicable law, City shall ensure that Developer receives the SLSP Improvement Fee collected by City from other Benefitting Property Owner(s) in connection with the development of those owner(s)' respective properties until all Reimbursable Costs associated with said development have been paid to Developer. To help ensure timely reimbursement to Developer as contemplated hereunder, City shall impose, to the extent permitted by applicable law, a condition of approval for any development on property owned by any Benefitted Property Owner(s) that requires each said Owner to pay the entirety of its respective pro rata share of the SLSP Improvement Costs prior to issuance of the first (1st) building permit for any building on said property. In connection therewith, the Benefitted Property Owner(s) shall be required, to the extent permitted by applicable law, as a condition of development approval, to participate in, and/or waive any right(s) to protest or otherwise object to the establishment of the SLSP Improvement Fee that would collect the proportionate share of each Benefitted Property Owner of the Reimbursable Costs.

Timing of reimbursement to Developer shall occur within thirty (30) days of City's receipt of the SLSP Improvement Fee(s) from any Benefitted Property Owner(s). Said reimbursement shall occur by City delivering the amount of said fee(s) to Developer, without any offset, at the address set forth in Section 19 below along with a notice of reimbursement of Reimbursable Costs. Said notice shall state the amount of Reimbursable Costs being made by City at that time as well as provide an accounting of the remaining amount of Reimbursable Costs due as of the date of said notice. City further agrees that no Benefitted Property Owner may be issued a credit in lieu of paying said fee, and no Benefitted Property Owner shall have the right to vest into the SLSP Improvement Fee.

(c) Accounting of SLSP Improvement Fee(s) Received by City. Twice every year (in January and in July), commencing in the January after the Effective Date, City shall provide to Developer an accounting of all SLSP Improvement Fees received by City, if any, during the prior reporting period, along with reasonable supporting documentation.

(d) Notice of Relevant Development Application(s). Periodically, Developer may request City to confirm whether a Benefitted Property Owner has submitted to City a formal application to develop land within the areas shown on Exhibits 5A and 5B ("***Development Application***") that may trigger the need to utilize all or any portion of the SLSP Reimbursable Improvements. Within ten (10) days of any such request, City shall provide Developer with copies of any requested documents that would normally be produced by City in response to a Public Records Act request relating to any such Development Application(s).

(e) At such time as a Benefitted Property Owner submits to City a formal application to develop land ("***Development Application***") that may trigger the need to utilize all or any portion of the SLSP Reimbursable Improvement(s), then City shall notify said Owner that if the Development Application is approved, then as a condition of approval, said Owner will be required to reimburse Developer for the Benefitted Developer's pro rata share of costs for the SLSP Reimbursable Improvements. Thereafter, in connection with City's consideration of any such Development Application, City shall impose on such application the foregoing condition of approval pursuant to this subsection (e) and subsection (b) above.

(f) Each Benefitted Property Owner's pro rata share shall be calculated as provided for herein. City shall not issue any building permit(s) for any building(s) in connection with any such Development Application for a Benefitted Property Owner until said Owner pays the Benefitted Property Owner's pro rata share. Furthermore, in addition to not issuing any building permit(s) for any building(s) to a Benefitted Property Owner until it has paid its pro rata share to City, City shall not allow a Benefitted Property Owner to utilize the relevant SLSP Reimbursable Improvement(s) to serve the development at issue until said Benefitted Property Owner pays to City the entirety of the Benefitted Property Owner's pro rata share. Once Developer has been fully paid for all SLSP Improvement Costs as required hereunder, any and all SLSP Improvement Fees received by City after this full reimbursement has occurred shall be retained by City. Before a Benefitted Property Owner would be allowed by City to utilize any portion of

the SLSP Reimbursable Improvement(s) (e.g., connect to the sewer collection system), City shall require payment, to the extent permitted by applicable law, of the relevant Benefitted Property Owner's pro rata share of the entire SLSP Reimbursable Improvements in accordance with the provisions set forth herein.

(g) Upon request of a Benefitted Property Owner or Developer (as the case may be), City shall calculate the Benefitted Property Owner's pro rata share in accordance with this Agreement, and shall promptly notify the Benefitted Property Owner in writing of same. A Benefitted Property Owner shall pay the entirety of its pro rata share prior to issuance of the first (1st) building permit for any building(s).

12. Term of Agreement; Termination. This Agreement shall commence on the Effective Date and shall terminate when Developer has received all SLSP Reimbursable Costs (through receipt of the required reimbursement) as provided for in this Agreement. At such time as the foregoing occurs, City shall: (a) notify Developer in writing that City's obligations hereunder have been fully satisfied; (b) provide Developer with reasonable documentation to confirm the satisfaction of said obligations; and (c) inform Developer that City intends to terminate this Agreement within thirty (30) days of receipt of said notice ("**Termination Notice**"). Notwithstanding anything to the contrary in the foregoing, Developer may dispute said Termination Notice and/or the documentation submitted in connection therewith by providing notice to City of same. Any such notice from Developer shall include reasonable documentation identifying the outstanding obligations under this Agreement. This Agreement shall not terminate until such time as the Parties mutually determine that all SLSP Reimbursable Costs have been paid to Developer and that there is no outstanding reimbursement due hereunder to Developer.

13. Indemnification. Developer, on its own behalf, and on behalf of any successor(s) in interest, agrees to defend and indemnify City against any third party action, claim, counterclaim, suit or demand (collectively, "**Claims**") that challenges City's approval and/or implementation of this Agreement, including any Claims pertaining to the above listed reimbursements is made or instituted against City, its employees, officers, or agents challenging City's actions to collect Developer's reimbursement pursuant to section 12 above. Said indemnification shall include the costs of City to defend, pay and satisfy any such Claims including necessary expenses of investigation, attorneys' fees, and costs.

14. Applicable Law. This Agreement shall be governed by the laws of the State of California.

15. Binding Effect. This Agreement is for the benefit of and shall be binding upon both Parties and their respective successors, heirs, executors, administrators, assigns and successors in interest.

16. Assignment. Developer shall have the right, in its sole discretion, to assign its rights and obligations under this Agreement in whole or in part upon thirty (30) day' prior written notice to City. So long as Developer provides the foregoing notice and a copy of a fully executed Assignment and Assumption Agreement between Developer and its assignee, then Developer shall be thereafter released from any and all obligations hereunder so assigned, and the assignee shall have any and all rights and obligations so assumed.

17. Notices. For purposes of this Agreement, “*notice*” means any notice, demand, request, or other communication to be provided under this Agreement. All notices shall be in writing and shall be sent to the below addresses or at such other addresses as either Party may later specify for that purpose. All notices required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the Parties as follows:

If to City: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: Stephen J. Salvatore, City Manager
Email: ssalvatore@ci.lathrop.ca.us

With a concurrent copy to: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: Salvador Navarrete, City Attorney
Email: snavarrete@ci.lathrop.ca.us

If to Developer: South Lathrop Land, LLC
527 W 7th Street, Suite 308
Los Angeles, CA 90014
Attn: Philip J. Prassas
Email: pprassas@chindustrial.com

With a concurrent copy to: Nadia Costa
Miller Starr Regalia
1331 North California Blvd., Fifth Floor
Walnut Creek, CA 94596
Email: nadia.costa@msrlegal.com

The date of any notice shall be the date of receipt, provided that rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either Party may change its address for notice by giving notice to the other Party in accordance with this Section 18.

18. Payments to Developer. All payments due to Developer hereunder shall be sent to the following address or at such other address as Developer shall from time to time specify in writing to City:

South Lathrop Land, L.L.C.
527 W 7th Street, Suite 308
Los Angeles, CA 90014
Attn: Philip J. Prassas

19. Amendments. Any modifications to this Agreement shall be in writing and signed by authorized representatives of both Parties.

20. Attorney's Fees and Venue. In the event of a dispute arising under this Agreement between the Parties, the prevailing Party shall be entitled to an award against the other Party of reasonable attorney's fees and costs incurred in connection with the dispute. The venue for any litigation shall be in San Joaquin County, California.

21. Cumulative Rights; Waiver. The failure by either Party to exercise, or delay in exercising any rights under this Agreement, shall not be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or any waiver of any breach of any provision of this Agreement must be in writing, and any waiver by either Party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement.

22. Severability. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

23. Headings. All headings herein are inserted only for convenience and ease of reference and are not considered in the construction or interpretation of any provision of this Agreement.

24. Signing Authority. The individuals signing this Agreement represent and agree that they have full and actual authority to bind their respective Parties to this Agreement.

25. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding its subject matters. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the Parties related to the subject matters of this Agreement.

26. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

27. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

[Signatures to follow on next page]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY

CITY OF LATHROP,
A California municipal corporation

By: _____
Stephen J. Salvatore
City Manager

DEVELOPER

South Lathrop Land, L.L.C., a Delaware
limited liability company

By: CHI West 109 South Lathrop Land,
L.P.,
a Delaware limited partnership,
its managing member

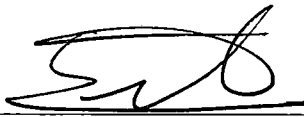
By: CHI LTH GP, L.L.C.,
a Delaware limited liability
company, its general partner

By: _____
Name: _____
Title: _____

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

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM:

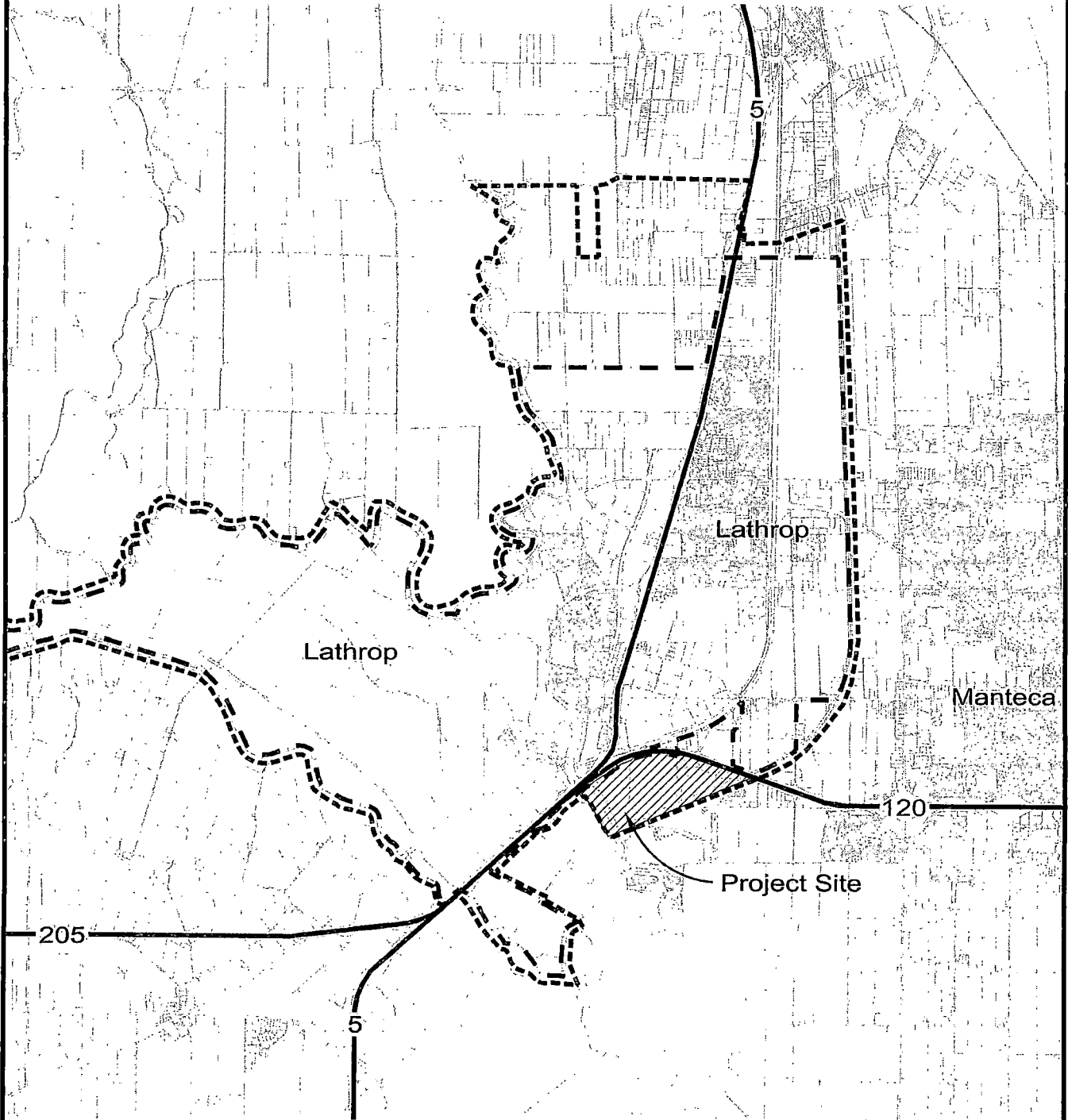
By: 

Salvador Navarrete
City Attorney

EXHIBIT 1

DEPICTION OF SOUTH LATHROP SPECIFIC AREA

EXHIBIT 1: DEPICTION OF SOUTH LATHROP SPECIFIC AREA



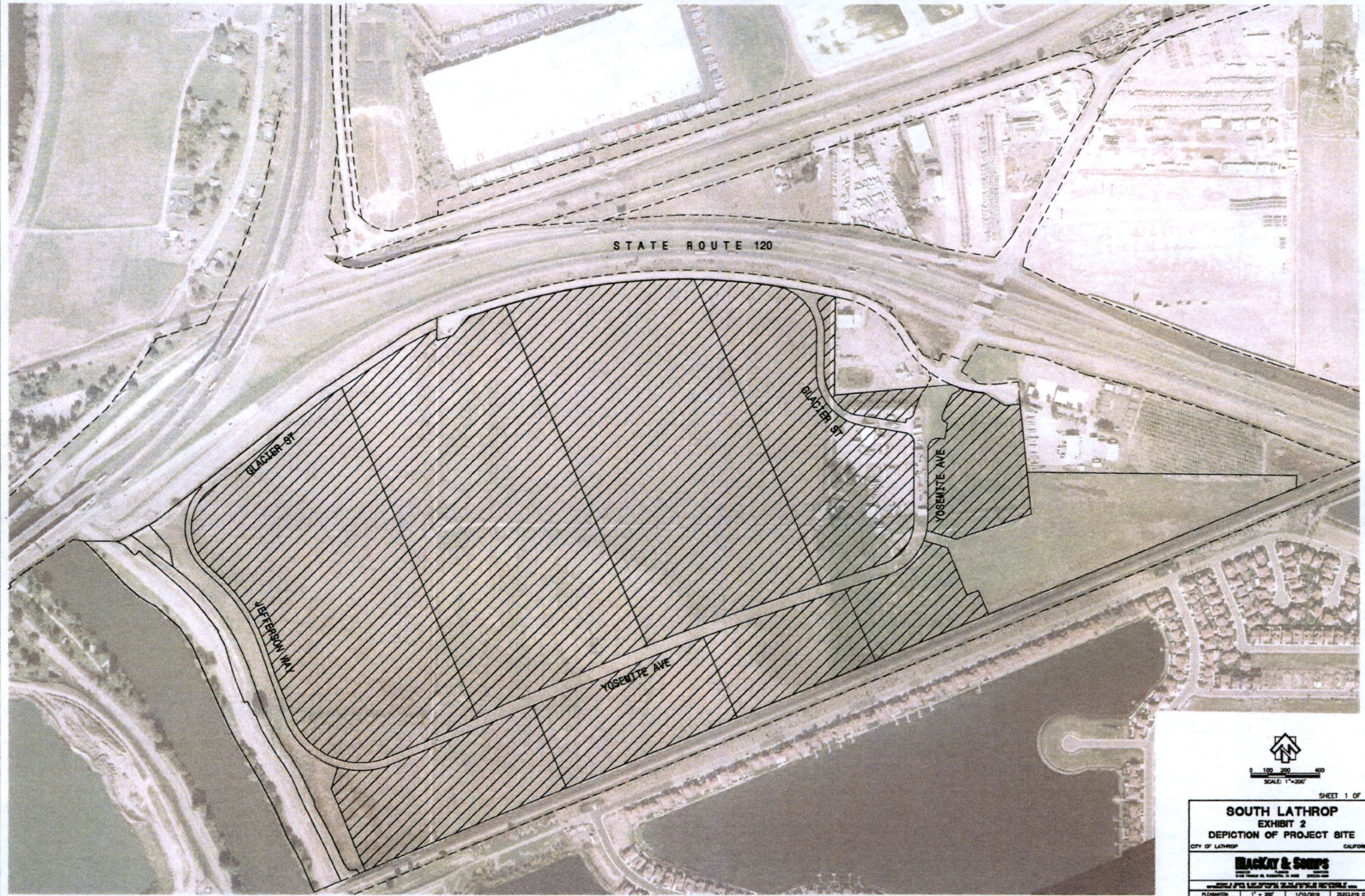
Mackay & SompS
ENGINEERS PLANNERS SURVEYORS

LEGEND	
	Project Location
	City Limits
	Sphere of Influence

Depiction of South Lathrop
Specific Plan Area
Lathrop, Ca

EXHIBIT 2
DEPICTION OF PROJECT SITE

REIMBURSEMENT AGREEMENT FOR OTHER PUBLIC IMPROVEMENTS WITHIN SPECIFIC PLAN AREA
EXHIBIT 2: DEPICTION OF PROJECT SITE
GROSS AREA 225.4 ACRES



11-15-2011 11:58 AM 11/15/2011 11:58 AM 11/15/2011 11:58 AM 11/15/2011 11:58 AM 11/15/2011 11:58 AM

EXHIBIT 3

**LIST OF APPLICABLE PLANS AND SPECIFICATIONS
FOR IDENTIFIED IMPROVEMENTS**

EXHIBIT 3
LIST OF APPLICABLE PLANS AND SPECIFICATIONS FOR IDENTIFIED IMPROVEMENTS

SHEET NO.	SHEET NAME	DATE	PREPARED BY
TRAFFIC SIGNING AND STRIPING IMPROVEMENT PLANS			
S-1	COVER, GENERAL NOTES, & LEGEND	9/4/2018	FEHR & PEERS
S-2	SIGNING & STRIPING PLAN YOSEMITE AVENUE	9/4/2018	FEHR & PEERS
S-3	SIGNING & STRIPING PLAN YOSEMITE AVENUE	9/4/2018	FEHR & PEERS
S-4	SIGNING & STRIPING PLAN YOSEMITE AVENUE	9/4/2018	FEHR & PEERS
S-5	SIGNING & STRIPING PLAN JEFFERSON WAY	9/4/2018	FEHR & PEERS
S-6	SIGNING & STRIPING PLAN GLACIER STREET	9/4/2018	FEHR & PEERS
S-7	SIGNING & STRIPING PLAN GLACIER STREET	9/4/2018	FEHR & PEERS
S-8	SIGNING & STRIPING PLAN GLACIER STREET	9/4/2018	FEHR & PEERS
TRAFFIC SIGNAL IMPROVEMENT PLANS			
E-1	COVER, GENERAL NOTES, & LEGEND	8/27/2018	FEHR & PEERS
E-2	TRAFFIC SIGNAL PLAN YOSEMITE AVE AND GLACIER ST	8/27/2018	FEHR & PEERS
E-3	TRAFFIC SIGNAL PLAN YOSEMITE AVE AND GLACIER ST	8/27/2018	FEHR & PEERS
EXHIBIT C	LIGHTING ANALYSIS	8/27/2018	FEHR & PEERS
PAGES 1-8	IMPROVEMENT SPECIFICATIONS FOR SLCC YOSEMITE/GLACIER	8/1/2018	FEHR & PEERS
SEWER PUMP STATION GENERAL			
G1.0	TITLE SHEET	9/5/2018	PACE
G2.0	GENERAL NOTES	9/5/2018	PACE
G3.0	LEGEND & ABBREVIATIONS LIST	9/5/2018	PACE
SEWER PUMP STATION CIVIL			
C1.0	SITE PLAN	9/5/2018	PACE
C2.0	YARD PIPING & GRADING PLAN	9/5/2018	PACE
C3.0	CIVIL DETAILS	9/5/2018	PACE
C3.1	CIVIL DETAILS	9/5/2018	PACE
SEWER PUMP STATION MECHANICAL			
M0.0	EQUIPMENT LIST	9/5/2018	PACE
M1.0	PUMP STATION MECHANICAL PLAN	9/5/2018	PACE
M1.1	PUMP STATION MECHANICAL SECTIONS	9/5/2018	PACE
M2.0	CHEMICAL AND ELECTRICAL EQUIPMENT PLAN	9/5/2018	PACE
M3.0	MECHANICAL DETAILS	9/5/2018	PACE
M3.1	MECHANICAL DETAILS	9/5/2018	PACE
SEWER PUMP STATION ELECTRICAL			
E1.0	ELECTRICAL LEGEND AND ABBREVIATION LIST	9/5/2018	PACE
E2.0	ONE LINE DIAGRAM, MSLS AND PANEL SCHEDULE	9/5/2018	PACE
E2.1	ELEMENTARY CONTROL DIAGRAM	9/5/2018	PACE
E2.2	EXHAUST FAN 1 & 2 ELEMENTARY CONTROL DIAGRAM	9/5/2018	PACE
E3.0	ELECTRICAL PLAN	9/5/2018	PACE
E4.0	POWER AND CONTROL CONDUIT AND WIRE SCHEDULE	9/5/2018	PACE
E5.0	LIGHTING AND RECEPTACLE PLAN	9/5/2018	PACE
E6.0	GROUNDING PLAN	9/5/2018	PACE
E7.0	ELECTRICAL DETAILS	9/5/2018	PACE
E7.1	ELECTRICAL DETAILS	9/5/2018	PACE
E8.0	PLC INPUTS (PUMPS 1, 2, AND 3)	9/5/2018	PACE
E8.1	PLC INPUTS (PUMPS 1, 2, 3, CHEMICAL)	9/5/2018	PACE
E8.2	PLC INPUTS (PUMPS 1, 2, AND 3)	9/5/2018	PACE
E8.3	PLC INPUTS (PUMPS 1, 2 AND 3)	9/5/2018	PACE
E8.4	PLC INPUTS (LEVEL SW)	9/5/2018	PACE
E8.5	PLC INPUTS (LEVEL SW AND FLOW)	9/5/2018	PACE
E8.6	PLC INPUTS (PUMPS 1, 2, AND CHEMICAL)	9/5/2018	PACE
E8.7	PLC INPUTS (CHEMICAL PUMP)	9/5/2018	PACE
E8.8	PLC INPUTS (UPS)	9/5/2018	PACE
E8.9	PLC INPUTS (GENERATOR)	9/5/2018	PACE

SEWER PUMP STATION P&ID			
I1.0	P&ID LEGENDS AND SYMBOLS	9/5/2018	PACE
I1.1	SEWER LIFT STATION WET WELL	9/5/2018	PACE
I1.2	OXIDIZER	9/5/2018	PACE
I1.3	PUMP STATION GENERATOR AND SERVICE ENTRANCE	9/5/2018	PACE
STORM WATER PUMP STATION GENERAL			
G1.0	TITLE SHEET	9/5/2018	PACE
G2.0	GENERAL NOTES	9/5/2018	PACE
G3.0	LEGEND & ABBREVIATIONS LIST	9/5/2018	PACE
STORM WATER PUMP STATION CIVIL			
C1.0	SITE PLAN	9/5/2018	PACE
C1.1	PLAN & PROFILES	9/5/2018	PACE
C2.0	CIVIL DETAILS	9/5/2018	PACE
C2.1	CIVIL DETAILS	9/5/2018	PACE
STORM WATER STATION PUMP MECHANICAL			
M1.0	MECHANICAL PLAN ABOVE	9/5/2018	PACE
M1.1	MECHANICAL PLAN BELOW	9/5/2018	PACE
M1.2	MECHANICAL SECTIONS	9/5/2018	PACE
M1.3	MECHANICAL SECTIONS	9/5/2018	PACE
M1.4	MECHANICAL SECTIONS	9/5/2018	PACE
M1.5	MECHANICAL SECTIONS	9/5/2018	PACE
M2.0	MECHANICAL DETAILS	9/5/2018	PACE
M2.1	MECHANICAL DETAILS	9/5/2018	PACE
M2.2	MECHANICAL DETAILS	9/5/2018	PACE
M2.3	PNEUMATIC ACTUATOR LAYOUT SCHEMATIC	9/5/2018	PACE
STORM WATER PUMP STATION ELECTRICAL			
E1.0	DRAWING INDEX, SYMBOLS, LEGEND AND NOTES	9/5/2018	PACE
E2.0	ONE LINE DIAGRAM	9/5/2018	PACE
E2.1	MAIN SWITCHBOARD ELEVATION AND LOAD PANEL SCHEDULE	9/5/2018	PACE
E2.2	ELEMENTARY CONTROL DIAGRAMS	9/5/2018	PACE
E2.3	ELEMENTARY CONTROL DIAGRAMS	9/5/2018	PACE
E2.4	ELEMENTARY CONTROL DIAGRAMS	9/5/2018	PACE
E3.0	ELECTRICAL PLAN	9/5/2018	PACE
E4.0	POWER AND CONTROL CONDUIT AND WIRE SCHEDULE	9/5/2018	PACE
E5.0	LIGHTING AND RECEPTACLE PLAN	9/5/2018	PACE
E6.0	GROUNDING PLAN	9/5/2018	PACE
E7.0	ELECTRICAL DETAILS	9/5/2018	PACE
E7.1	ELECTRICAL DETAILS	9/5/2018	PACE
E8.0	TITLE 24 FORMS 1	9/5/2018	PACE
E8.1	TITLE 24 FORMS 2	9/5/2018	PACE
STORM WATER PUMP STATION P&ID			
I1.0	P&ID LEGENDS AND SYMBOLS	9/5/2018	PACE
I1.1	PUMP STATION WET WELL PIPING AND CONTROL	9/5/2018	PACE
I1.2	PUMP STATION POWER SUPPLY SYSTEM CONTROL	9/5/2018	PACE
I1.3	WQ BASIN LEVEL AND PUMP STATION ALARM SYSTEM	9/5/2018	PACE
LANDSCAPE CONSTRUCTION DOCUMENTS			
L0.0	COVER SHEET	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L1.1 - L1.5	IRRIGATION PLANS	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L2.1	IRRIGATION LEGEND	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L2.2	IRRIGATION NOTES	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L2.3 - L2.5	IRRIGATION CALCULATIONS	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L3.1 - L3.4	IRRIGATION DETAILS	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L4.0	PLANTING SCHEDULES & NOTES	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L4.1 - L4.15	PLANTING PLAN	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L5.1	PLANTING DETAILS & NOTES	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L6.1 - L6.4	SPECIFICATIONS	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
REGIONAL OUTFALL GENERAL			

G1.0	TITLE SHEET AND INDEX	9/6/2018	PACE
REGIONAL OUTFALL CIVIL REVISION 4			
C1.0	SITE PLAN	9/6/2018	PACE
C2.0	OUTFALL PLAN & DETAILS	9/6/2018	PACE
C2.1	CIVIL DETAILS	9/6/2018	PACE
C2.2	OUTFALL STRUCTURE DETAILS	9/6/2018	PACE
C2.3	CIVIL DETAILS	9/6/2018	PACE
C2.4	CIVIL DETAILS	9/6/2018	PACE
PGE GAS CONSTRUCTION DRAWINGS			
G1	PGE GAS CONSTRUCTION DRAWING	12/1/2017	GIACALONE DESIGN SERVICES
G2	JOINT TRENCH INTENT PLAN	12/1/2017	GIACALONE DESIGN SERVICES
G3	JOINT TRENCH INTENT PLAN	12/1/2017	GIACALONE DESIGN SERVICES
G4	JOINT TRENCH INTENT PLAN	12/1/2017	GIACALONE DESIGN SERVICES
G5	JOINT TRENCH INTENT PLAN	12/1/2017	GIACALONE DESIGN SERVICES
G6	JOINT TRENCH INTENT PLAN	12/1/2017	GIACALONE DESIGN SERVICES
G7	JOINT TRENCH INTENT PLAN	12/1/2017	GIACALONE DESIGN SERVICES
DRY UTILITIES			
1 - 7	PRELIMINARY ELECTRIC	8/13/2018	PENNINO MANAGEMENT GROUP
8 - 11	PRELIMINARY GAS	8/13/2018	PENNINO MANAGEMENT GROUP
12 - 15	PRELIMINARY FRONTIER	8/13/2018	PENNINO MANAGEMENT GROUP
STREET LIGHT PLANS			
PM-1	PHOTOMETRIC TITLE SHEET	9/6/2018	RGA DESIGN
PM-2 TO 7	PHOTOMETRIC PLAN	9/6/2018	RGA DESIGN
STREET LIGHT PLANS REV 1			
1 - 7	STREET LIGHTS	9/6/2018	PENNINO MANAGEMENT GROUP
ONSITE & OFFSITE BACKBONE INFRASTRUCTURE AND ROUGH GRADE PLAN			
1	SIGNATURE SHEET	September 2018	MACKAY & SOMPS
2	SURVEYORS STATEMENT	September 2018	MACKAY & SOMPS
3	BOUNDARY AND SHEET INDEX	September 2018	MACKAY & SOMPS
4	MADRUGA ROAD	September 2018	MACKAY & SOMPS
5	EXISTING EASEMENTS	September 2018	MACKAY & SOMPS
6 THRU 9	PARCEL MAP	September 2018	MACKAY & SOMPS
CIVIL - BACKBONE IMPROVEMENT PLANS			
C1	COVER SHEET	9/7/2018	MACKAY & SOMPS
C2	GENERAL NOTES	9/7/2018	MACKAY & SOMPS
C3	STREET SECTIONS & DETAILS	9/7/2018	MACKAY & SOMPS
C4A THRU C4D	UTILITY PLAN & SHEET INDEX	9/7/2018	MACKAY & SOMPS
C5	SOUTH EVA / SOUTHSIDE ROAD PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C6 THRU C8	SOUTHSIDE ROAD PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C9	SOUTHSIDE ROAD / STORM DRAIN TO BASIN PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C9A THRU C9B	STORM DRAIN BASIN	9/7/2018	MACKAY & SOMPS
C10	STORM DRAIN PIPE TO PUMP STATION	9/7/2018	MACKAY & SOMPS
C11	YOSEMITE AVENUE PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C12	PARK / EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C12A	LEVEE SEEPAGE DRAIN PIPE PARK / EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C13	PARK / EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C13A	LEVEE SEEPAGE DRAIN PIPE PARK / EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C14 THRU C15	NORTH EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C16 THRU C19	MADRUGA ROAD PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C20 THRU C21	WATER MAIN PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C22 THRU C25	STORM DRAIN FORCE MAIN PLAN & PROFILE	9/7/2018	MACKAY & SOMPS

EXHIBIT 4A
WATER LINE IMPROVEMENTS

EXHIBIT 4A: UTILITY IMPROVEMENTS - "WATER LOOP"



WATER LINE IMPROVEMENT SUMMARY

Total length from POC on Harlan to POC on D'Arcy	10014 LF
Total Length North of SR 120 Interchange	3459 LF
% of water line improvements North of SR 120	34.48%
% of water line improvements South of SR 120	65.52%



SHEET 1 OF 1

SLSP - COMMERCE CENTER
EXHIBIT 4A
UTILITY IMPROVEMENTS
 CITY OF LATHROP CALIFORNIA

Mackay & SompS
ENGINEERS ARCHITECTS PLANNERS

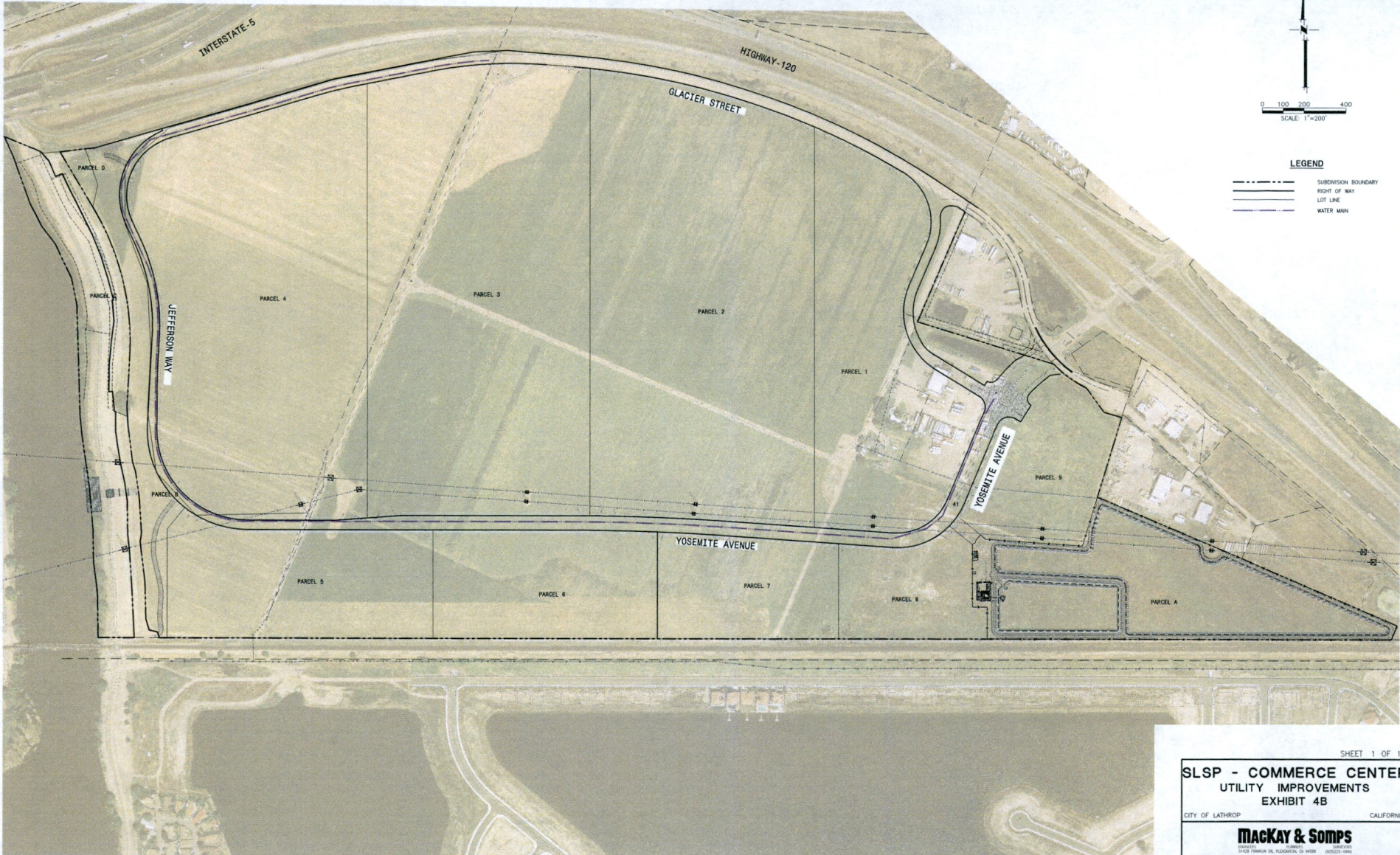
PROJECT NO.	12-11-11-04
DATE OF PRELIMINARY DESIGN	12/11/2018
DATE OF FINAL DESIGN	12/11/2018
DATE OF THIS SHEET	12/11/2018
PROJECT LOCATION	25223 010 CH
PROJECT OFFICE	25223 010 CH

12-11-2018 2:56pm Jeff Nelson P:\25223\010-01\04\EXHIBIT\EXHIBIT WATER LINE CONNECTION OUTSIDE LOOP - 2018-12-11.dwg

EXHIBIT 4B

WATER LINE IMPROVEMENTS

EXHIBIT 4B: WATERLINE IMPROVEMENTS - EXCLUDING REQUIRED LOOP



SHEET 1 OF 1

SLSP - COMMERCE CENTER
UTILITY IMPROVEMENTS
EXHIBIT 4B

CITY OF LATHROP CALIFORNIA

Mackay & Somps
REGISTERED PROFESSIONAL ENGINEERS - CIVIL

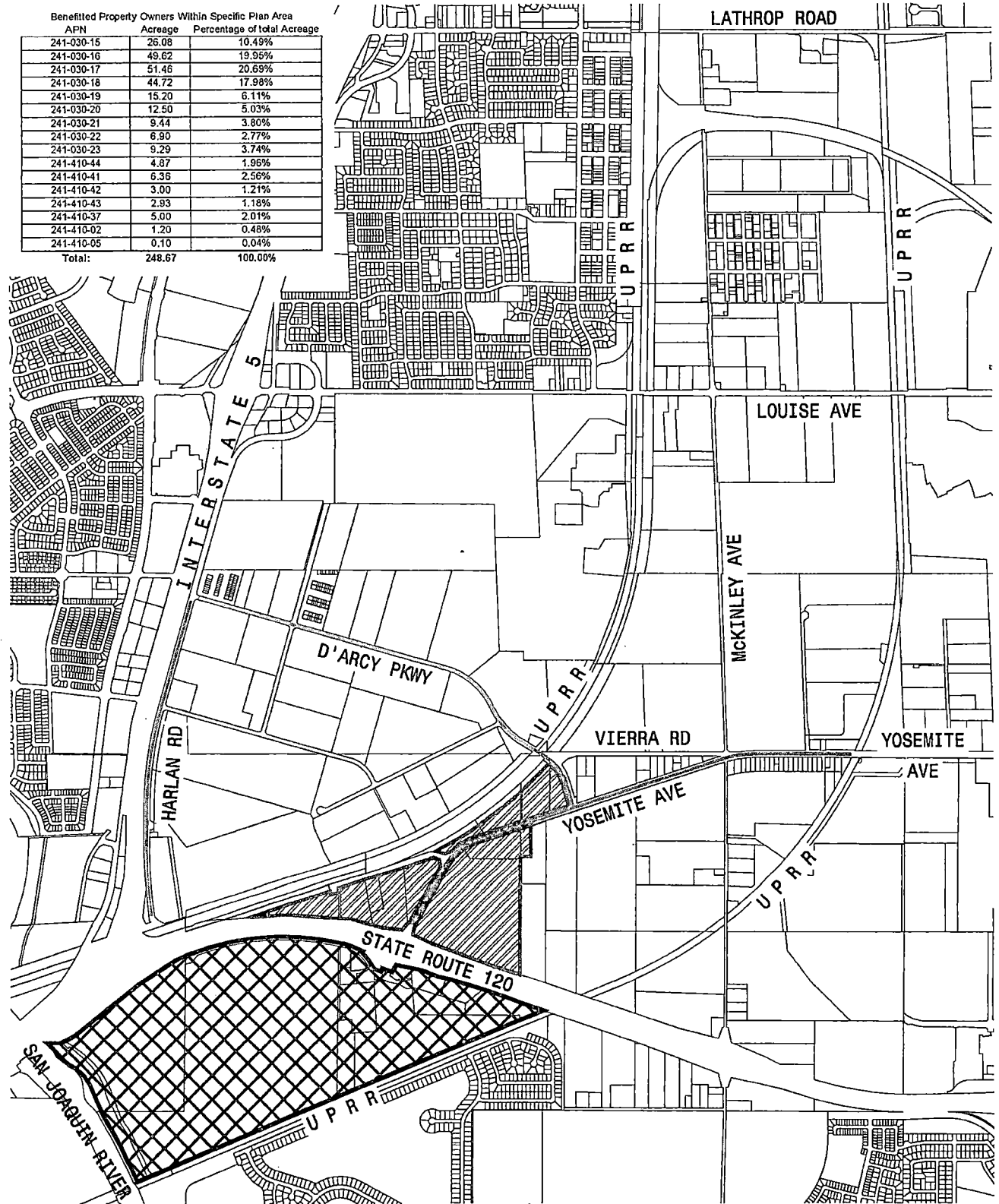
PROJECT NO.	11-200	DATE	12/11/2018
PLANNING OFFICE	SCALE	DATE	25223.010.DWG



EXHIBIT 5A
BENEFITTED PROPERTY OWNERS

**REIMBURSEMENT AGREEMENT WITHIN SOUTH LATHROP SPECIFIC PLAN AREA
EXHIBIT 5A: BENEFITTED PROPERTY OWNERS - "WATER LOOP"**

Benefitted Property Owners Within Specific Plan Area

APN	Acreage	Percentage of total Acreage
241-030-15	26.08	10.49%
241-030-16	49.62	19.95%
241-030-17	51.46	20.69%
241-030-18	44.72	17.98%
241-030-19	15.20	6.11%
241-030-20	12.50	5.03%
241-030-21	9.44	3.80%
241-030-22	6.90	2.77%
241-030-23	9.29	3.74%
241-410-44	4.87	1.96%
241-410-41	6.35	2.56%
241-410-42	3.00	1.21%
241-410-43	2.93	1.18%
241-410-37	5.00	2.01%
241-410-02	1.20	0.48%
241-410-05	0.10	0.04%
Total:	248.67	100.00%



-  SOUTH LATHROP SPECIFIC PLAN
-  LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN (INCLUDED IN REIMBURSEMENT AGREEMENT FOR PROPERTIES OUTSIDE SLSP)

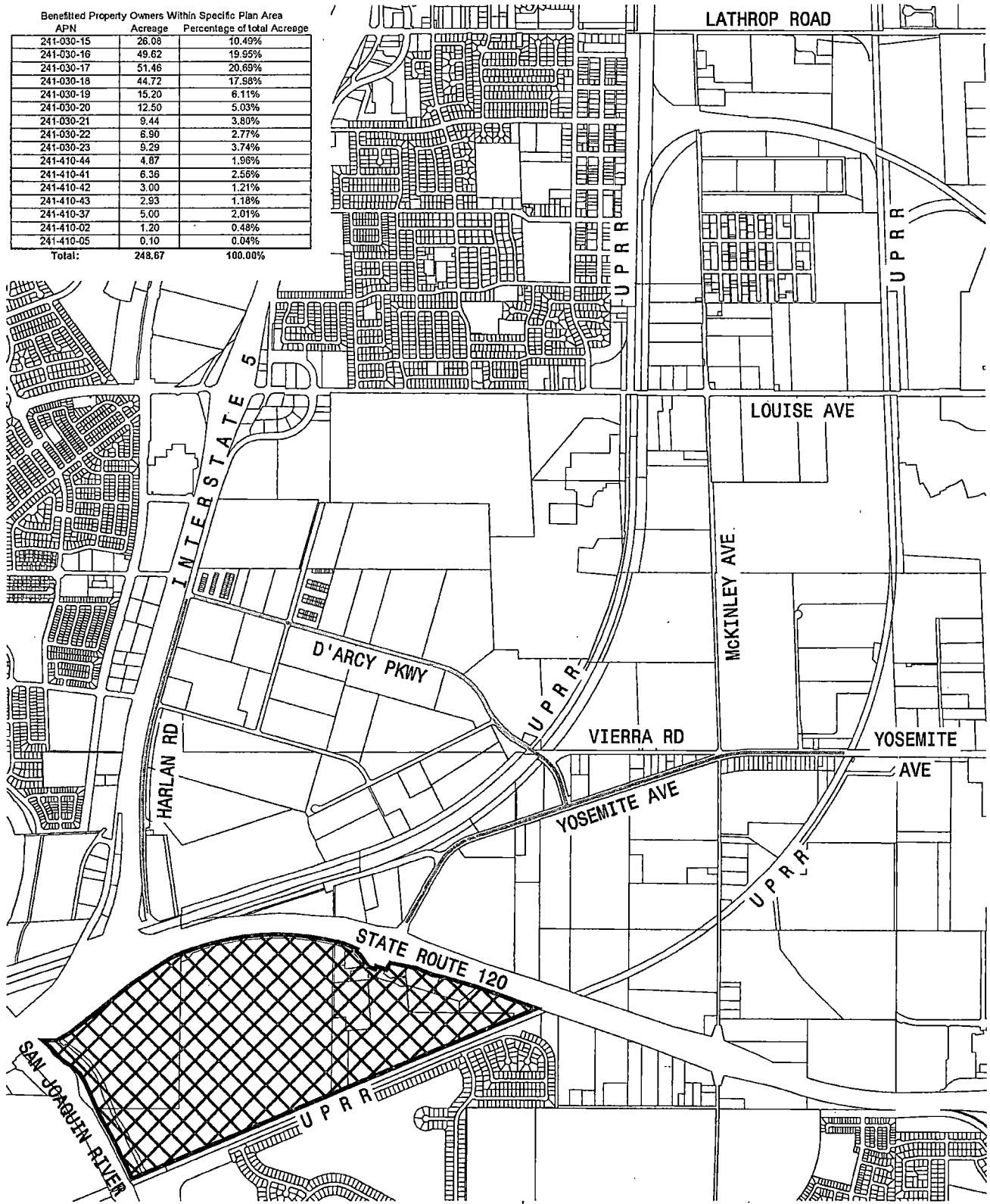


MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
JOB NO.: 25223.000 DATE: 12.06.2018

EXHIBIT 5B
BENEFITTED PROPERTY OWNERS

REIMBURSEMENT AGREEMENT WITHIN SOUTH LATHROP SPECIFIC PLAN AREA
 EXHIBIT 5B: BENEFITTED PROPERTY OWNERS

Benefitted Property Owners Within Specific Plan Area		
APN	Acreage	Percentage of total Acreage
241-030-15	26.08	10.49%
241-030-16	49.62	19.95%
241-030-17	51.46	20.69%
241-030-18	44.72	17.88%
241-030-19	15.20	6.11%
241-030-20	12.50	5.03%
241-030-21	9.44	3.80%
241-030-22	6.90	2.77%
241-030-23	9.29	3.74%
241-410-44	4.87	1.96%
241-410-41	6.36	2.58%
241-410-42	3.00	1.21%
241-410-43	2.93	1.18%
241-410-37	5.00	2.01%
241-410-02	1.20	0.48%
241-410-05	0.10	0.04%
Total:	248.67	100.00%



 SOUTH LATHROP SPECIFIC PLAN



MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 JOB NO.: 25223.000 DATE: 12.08.2018

EXHIBIT 6

SANITARY SEWER SYSTEM COSTS

EXHIBIT 6 - SANITARY SEWER PUMP STATION AND SYSTEM COSTS

Reimbursement Agreement for Other Public Improvements Within Specific Plan Area

	UNIT	UNIT COST	QTY	SUB-TOTAL	RUNNING TOTAL	SOURCE OF COST INFORMATION
HARD COSTS						
Dual 6"SSFM's including bore & Jack	LF	298.28	2790.00	832,201.20		Teichert
Sanitary Sewer Pump Station Construction (includes dewatering)	LS	1,670,000.00	1.00	1,670,000.00		Teichert
8" Sanitary sewer pipe	LF	100.00	3325.00	332,500.00		Teichert
10" Sanitary sewer pipe	LF	91.00	599.00	54,509.00		Teichert
12" Sanitary sewer pipe	LF	110.50	1620.00	179,010.00		Teichert
15" Sanitary sewer pipe	LF	138.00	846.00	116,748.00		Teichert
Manholes	EA	13,200.00	20.00	264,000.00		Teichert
Removal of debris, fencing, irrigation pipe, wells, etc.	LS	513,253.00	0.20	100,860.98		Noceti Farms
HARD COST SUBTOTAL:					<u>\$3,549,829.18</u>	
SOFT COSTS						
Wetland replacement Purchase	LS	43,400.00	0.16	6,944.00		Consumnes Floodplain Mitigation Bank
Sanitary Sewer Pump Station Design	LS	112,716.50	1.00	112,716.50		PACE
SJMSCP Incidental Take Minimization Measures	LS	8,818.00	0.68	5,978.60		SJCOG
Geotechnical Design, SWPPP & Inspections	LS	774,000.00	0.20	152,101.20		ENGE0
Legal	LS	68,705.00	0.20	13,501.44		Miller Starr
Performance & Material Bond (includes one-year warranty bond)	LS	441,523.00		71,066.68		Willis Towers Watson
Civil Engineering & governmental agency coordination, staking	LS	652,000.00	0.20	128,126.60		Mackay & Soms
O&M Manual preparation (1/3 of total O&M manual cost)	LS	11,430.00	0.33	3,771.90		PACE
SOFT COST SUBTOTAL:					<u>\$494,206.92</u>	
CITY RELATED COSTS						
City legal and staff costs						City
City Plan Check, Inspection, & Storage Fees (Civil Improvement plans 36.1% reimbursable)	LS	343,170.10	0.06	19,821.50		City
City Plan Check, inspection, & Storage Fees (SS pump Station)	LS	62,332.50	0.16	9,973.20		City
Encroachment Permit						City
City staff time for meetings						City
Reimbursement Agreement (1/3 of \$7931)	LS	2,643.67	0.25	660.92		City
CITY RELATED COST SUBTOTAL:					<u>\$30,455.62</u>	
SUBTOTAL SANITARY SEWER SYSTEM COSTS:					<u>\$4,074,491.73</u>	
Contingency			10%		\$407,449	
GRAND TOTAL SANITARY SEWER SYSTEM COSTS:					<u>\$4,481,940.90</u>	

EXHIBIT 7
STORM DRAIN IMPROVEMENT COSTS

EXHIBIT 7 - STORM DRAIN IMPROVEMENT COSTS
Reimbursement Agreement for Other Public Improvements Within Specific Plan Area

	UNIT	UNIT COST	QTY	SUB-TOTAL	RUNNING TOTAL	SOURCE OF COST INFORMATION
HARD COSTS						
Gravity storm drain - from SR-120 to SD pump station (includes dewatering)	LS	866,420.00	1.00	866,420.00		Teichert
Gravity storm drain - from SD pump station to Regional Outfall Structure (includes dewatering)	LS	2,776,997.00	1.00	2,776,997.00		Teichert
48" SDFM - from SD pump station to Regional outfall structure	LF	4,279.00	270.00	1,155,330.00		Teichert
Detention Basin construction	LS	913,495.00	1.00	913,495.00		Teichert
Storm Drain Pump Station Construction (includes dewatering)	LS	4,272,200.00	1.00	4,272,200.00		Teichert
Conduit for Fiber Line from Harlan Road to Pump Stations	LS	75,000.00	1.00	75,000.00		Tennyson
Allocation of ROS construction costs	LS	1,717,944.00	1.00	1,717,944.00		ROS reimbursement agreement
Removal of debris, fencing, irrigation pipe, wells, etc.	LS	513,253.00	0.73	374,124.48		Noceti Farms
HARD COST SUBTOTAL:					\$12,151,510	
SOFT COSTS						
Wetland replacement Purchase	LS	43,400.00	0.67	29,078.00		Consumnes Floodplain Mitigation Bank
Storm Drain Pump Stations Design	LS	186,560.50	1.00	186,560.50		PACE
SJMSCP Incidental Take Minimization Measures	LS	8,818.00	0.68	5,978.60		SJCOG
Geotechnical Design, SWPPP & Inspections	LS	774,000.00	0.73	564,189.59		ENGEO
Legal	LS	68,705.00	0.73	50,080.94		Miller Starr
Performance & Material Bond (includes one-year warranty bond)	LS	441,523.00	0.58	263,607.92		Willis Towers Watson
Civil Engineering & governmental agency coordination, staking	LS	652,000.00	0.73	475,260.48		Mackay & Soms
O&M Manual preparation (1/3 of total O&M manual cost)	LS	11,430.00	0.33	3,771.90		PACE
SOFT COST SUBTOTAL:					\$1,578,528	
CITY RELATED COSTS						
City legal and staff costs						City
City Plan Check, Inspection, & Storage Fees (Civil Improvement plans 36.1% reimburseable)		343,170.10	0.24	83,002.55		City
City Plan Check, Inspection, & Storage Fees (SD pump Station)		157,102.50	0.67	105,258.68		City
Encroachment Permit						City
City staff time for meetings						City
Reimbursement Agreement (1/3 of \$7931)		2,643.67	0.25	660.92		City
CITY RELATED COST SUBTOTAL:					\$188,922	
SUBTOTAL STORM DRAIN IMPROVEMENT (ONSITE) COSTS:					\$13,918,961	
Contingency				10%	\$1,391,896	
GRAND STORM DRAIN IMPROVEMENT (ONSITE) COSTS:					\$15,310,857	

EXHIBIT 8A

WATER SYSTEM IMPROVEMENT COSTS

EXHIBIT 8A - WATER SYSTEM IMPROVEMENT COSTS - "WATER LOOP"
Reimbursement Agreement for Other Public Improvements Within Specific Plan Area

	UNIT	UNIT COST	QTY	SUB-TOTAL	RUNNING TOTAL	SOURCE OF COST INFORMATION
HARD COSTS						
12" Waterline from Harlan Road POC to D'arcy Pkwy POC	LF	131.13	9434.00	1,237,046.00		Teichert
Bore & Jack for 12" Water (includes dewatering)	LF	1,485.00	580.00	861,300.00		Teichert
Additional Dewatering transport Pipe	LF	80.27	1865.00	149,703.55		Teichert
Removal of debris, fencing, Irrigation pipe, wells, etc.	LS	513,253.00	0.03	17,509.45		Noceti Farms
HARD COST SUBTOTAL:					\$2,265,559	
SOFT COSTS						
Geotechnical Design, SWPPP & Inspections	LS	774,000.00	0.03	26,404.74		Engeo
Legal	LS	68,705.00	0.03	2,343.85		Miller Starr
Performance & Material Bond (includes one-year warranty bond)	LS	441,523.00	0.11	46,682.30		Willis Towers Watson
Civil Engineering & governmental agency coordination, staking	LS	652,000.00	0.03	22,242.75		Mackay & Soms
SOFT COST SUBTOTAL:					\$97,674	
CITY RELATED COSTS						
City legal and staff costs						City
City Plan Check, inspection, & Storage Fees (Civil improvement plans 36.1% reimbursable)		343,170.10	0.05	17,343.82		City
Encroachment Permit						City
City staff time for meetings						City
Reimbursement Agreement (2/3 of \$7931)		5,287.34	0.25	1,321.84		City
CITY RELATED COST SUBTOTAL:					\$18,666	
SUBTOTAL WATER SYSTEM IMPROVEMENT (ONSITE) COSTS:					\$2,381,898	
Contingency				10%	\$238,189.83	
(34.04% applied to areas outside SLSP. 65.96% applied to areas within SLSP.)					65.96%	
GRAND TOTAL WATER SYSTEM IMPROVEMENT (ONSITE) COSTS:					\$1,728,210	

EXHIBIT 8B

WATER SYSTEM IMPROVEMENT COSTS

EXHIBIT 8B - WATER SYSTEM IMPROVEMENT COSTS - "EXCLUDING WATER LOOP"
Reimbursement Agreement for Other Public Improvements Within Specific Plan Area

	UNIT	UNIT COST	QTY	SUB-TOTAL	RUNNING TOTAL	SOURCE OF COST INFORMATION
HARD COSTS						
12" Waterline Excluding Loop from Harlan Road POC to D'arcy Pkwy POC	LF	52.00	7927.00	412,204.00		Teichert
6" Water	LF	30.00	891.00	26,730.00		Teichert
12" Gate Valves	EA	2,200.00	25.00	55,000.00		Teichert
Fire Hydrants	EA	6,168.86	35.00	215,910.00		Teichert
Removal of debris, fencing, irrigation pipe, wells, etc.	LS	513,253.00	0.04	20,758.55		Noceti Farms
HARD COST SUBTOTAL:					\$709,844	
SOFT COSTS						
Geotechnical Design, SWPPP & Inspections	LS	774,000.00	0.04	31,304.47		Engeo
Legal	LS	68,705.00	0.04	2,778.78		Miller Starr
Performance & Material Bond (includes one-year warranty bond)	LS	441,523.00	0.03	14,626.48		Willis Towers Watson
Civil Engineering & governmental agency coordination, staking	LS	652,000.00	0.04	26,370.18		Mackay & Soms
SOFT COST SUBTOTAL:					\$75,080	
CITY RELATED COSTS						
City legal and staff costs						City
City Plan Check, inspection, & Storage Fees (Civil improvement plans 36.1% reimburseable)		343,170.10	0.05	17,343.82		City
Encroachment Permit						City
City staff time for meetings						City
Reimbursement Agreement (1/3 of \$7931)		2,643.67	0.25	660.92		City
CITY RELATED COST SUBTOTAL:					\$18,005	
SUBTOTAL WATER SYSTEM IMPROVEMENT (ONSITE) COSTS:					\$802,929	
Contingency				10%	\$80,292.86	
GRAND TOTAL WATER SYSTEM IMPROVEMENT (ONSITE) COSTS:					\$883,222	

**REIMBURSEMENT AGREEMENT
RELATING TO SOUTH LATHROP COMMERCE CENTER
FOR PUBLIC INFRASTRUCTURE BENEFITTING PROPERTIES
OUTSIDE SOUTH LATHROP SPECIFIC PLAN AREA**

This Reimbursement Agreement Relating to South Lathrop Commerce Center For Public Infrastructure Benefitting Properties Outside South Lathrop Specific Plan Area (“*Agreement*”) is made and entered into this 11th day of March, 2019 (“*Effective Date*”) by and between the City of Lathrop (“*City*”), a municipal corporation of the State of California (“*City*”) and South Lathrop Land, L.L.C., a Delaware limited liability company (“*Developer*”). City and Developer may be collectively referred to herein as the “*Parties*” or individually as a “*Party*”.

RECITALS

A. On or about August 3, 2015, City entered into that certain *Development Agreement by and between the City of Lathrop and Richland Developers Inc. Relating to the South Lathrop Specific Plan* (“*DA*”), which was subsequently recorded on September 5, 2015 (Instrument No. 2015-106926) and approved by City via Ordinance No. 18-390, in connection with the South Lathrop Specific Plan area (“*SLSP Area*”), as shown on attached Exhibit 1, located in the City of Lathrop, County of San Joaquin, for purposes of developing a master planned business park that includes, among other things, industrial and logistics uses, ancillary highway commercial uses, various open space uses, and related on- and off-site improvements (collectively, “*Project*” or “*South Lathrop Commerce Center*”).

B. On or about April 18, 2016, the City Council approved Vesting Tentative Parcel Map No. 15-94 for the Project Site (as that term is defined below) pursuant to Resolution No. 16-4059 (“*VTPM*”).

C. On or about March 2, 2018, Developer acquired land within the SLSP Area, as shown on attached Exhibit 2 (“*Project Site*”) from Richland Developers Inc. (“*Richland*”), the former developer and property owner who originally entered into the DA with City, for the purpose of developing the Project on the Project Site. In so doing, Developer assumed the rights and obligations of Richland under the DA with respect to the Project Site and the Project as set forth more fully in that certain *Assignment and Assumption Agreement* (dated March 2, 2018).

D. Among other things, the DA includes obligations that Developer construct certain Public Facilities and Infrastructure (as that term is defined in the DA), which have been set forth in the City-approved plans, specifications and related drawings prepared by MacKay & Soms and more specifically shown in the City-approved Backbone Infrastructure Improvement Plans (collectively, “*BIIP*”) and the Offsite Infrastructure Improvement Plans (collectively, “*OIIP*”), as listed in attached Exhibit 3 and as may be amended from time to time with the mutual consent of the Parties. Collectively, the BIIP and the OIIP are referred to herein as the “*Plans*”.

In addition, the DA further includes an obligation that Developer oversize certain Public Facilities and Infrastructure pursuant to the terms and conditions set forth therein including, without limitation, those in DA, section 6.04.2. Said Public Facilities and Infrastructure consist of certain

public improvements that are covered by the City's Capital Facilities Fee ("**CFF**") Program, as well as other public improvements that have been required by City that are not currently covered by the CFF Program. This Agreement is intended to provide for fee credit and/or reimbursement to Developer for those public improvements that would be installed for the benefit of properties outside of the SLSP Area as well as for Developer. Said fee credit shall become available to Developer once CFFs are updated to include the improvements listed herein and reimbursements to developer shall be limited to actual CFFs updated and collected for the improvements listed herein.

For purposes of this Agreement, said public improvements that are installed for the benefit of properties outside of the SLSP Area and thus shall be subject to fee credit and/or reimbursement by the applicable Benefitting Property Owner(s) (as that term is defined below), as provided for herein, consist of all of the following:

- (1) All public water lines, pipes, mains, valves and fire hydrants located in or adjacent to Yosemite Avenue within the limits of the Gateway Project Area from the SR120 right-of-way at the Yosemite Avenue interchange to D'Arcy Parkway, plus the pipelines on D'Arcy Parkway to the point of connection, as shown on the Plans.
- (2) All public water lines, pipes, mains, and valves directly related to the water line improvements from Harlan Road, under the SR120 freeway, along Glacier Road and connecting to Yosemite Avenue in order to complete the water line loop.

The foregoing improvements shall be collectively referred to herein as the "**Utility Improvements**", as shown in Exhibits 4A and 4B. The Utility Improvement Costs (as that term is defined below) for the Utility Improvements shall include, without limitation, those costs reflected in Recital E and as identified in more detail in attached Exhibits 5A and 5B.

The Utility Improvements will benefit City as well as multiple private property owners within the Gateway Project Area, as shown on attached Exhibit 6A and Exhibit 6B (collectively, "**Benefitted Property Owner(s)**") in addition to Developer, therefore entitling Developer to fee credit and/or reimbursement as set forth herein. City has determined it is in City's best interest for these improvements to be initially funded, permitted and constructed by Developer (subject to fee credit/reimbursement provisions herein), including, among other reasons, because it will be more cost effective and efficient and result in a more expeditious delivery of these important public facilities.

E. Parcel Map 17-01, containing nine (9) commercial/industrial lots, was approved by City on September 10, 2018 ("**Parcel Map**") after City confirmed that the Parcel Map was in substantial compliance with the VTPM. As a condition of approving and recording the Parcel Map, Developer entered into that certain *Subdivision Improvement Agreement* dated September 10, 2018 ("**SLA**") that requires Developer to construct certain specified public improvements pursuant to the terms and conditions set forth therein and subject to fee credit and/or reimbursement. The Parcel Map was subsequently recorded on October 23, 2018.

F. Developer's actual cost to construct the Utility Improvements shall include all costs associated with entitlement/permitting, land acquisition, engineering, environmental review,

design, environmental monitoring (including, without limitation, for the SWPPP as well as cultural and biological resource permitting), dewatering, planning, plan check, inspection(s), any and all construction costs (including, without limitation, materials, start-up costs, overhead and construction management), any and all agency requirements, fees and costs that are required under any and all applicable resource agency and other permits, any and all third party consultant costs and legal fees, any and all other costs associated with governmental actions and fees related to the South Lathrop Regional Storm Drain Facilities, and inflation calculated on all of the foregoing costs using the Engineering News Record Construction Cost Index (which shall be updated by City in January of each year, as is done with all other fees with the year 2018 being the baseline against which to calculate said inflation increase) (collectively, "*Utility Improvement Costs*").

G. The Parties desire to set forth the terms and conditions under which Developer shall receive fee credit and/or be reimbursed for the Utility Improvement Costs that are beyond Developer's Share (as that term is defined below), and the terms and conditions by which City will facilitate such fee credit and/or reimbursement.

NOW, THEREFORE, for good and valuable consideration, City and Developer agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct and made a part of this Agreement.

2. Expeditious Acceptance of the Utility Improvements. The Parties acknowledge and agree that it is their collective intention for City to own, operate and maintain the Utility Improvements. Accordingly, once said improvements are complete and Developer offers to dedicate said improvements to City in accordance with the terms and conditions of the SIA, City shall make diligent and good faith efforts to accept said offer of dedication pursuant to applicable laws and regulations within sixty (60) days of receipt of: (a) said offer; (b) all reasonably required documentation (including the documentation associated with the Reconciliation Statement identified in Section 6 below); and (c) completion of any audit of said documentation (which must be conducted pursuant to Section 3 below).

3. Obligation to Construct Improvements. The Parties agree that Developer will construct the Utility Improvements in accordance with Developer's obligations set forth in the SIA.

4. Fee Credits. Consistent with Chapter 3.22 of the City of Lathrop Municipal Code ("*LMC*"), Developer shall receive a fee credit against the amount of development impact fees that Developer would otherwise be required to pay to City in connection with the Utility Improvements and the related Utility Improvement Fee (as that term is defined below) to obtain building permit(s) for the Project ("*Fee Credit*"). The Parties acknowledge and agree that, as of the Effective Date, given the numerous costs already expended in connection with the Utility Improvements: (a) Developer shall be deemed to have earned a Fee Credit but the amount of the Fee Credit will not be determined until costs are verified as provided above and City's Fees are updated to incorporate

said verified costs; (b) Developer shall have no further obligation under any circumstances to pay any fee(s) in connection with the Project under the Utility Improvement Fee or any other fee related to the Utility Improvements that City is or may be obligated to pay on an annual basis to another governmental agency; and (c) other than to update the amount of Developer's Fee Credit and the fees to incorporate costs referenced herein, City shall not seek to impose any such additional or supplementary fee(s) on Developer with respect to the Utility Improvements in connection with the Project. Furthermore, the Parties acknowledge and agree that in order for Developer to obtain the benefits contemplated under this Agreement, City shall promptly initiate the process to, and adopt, the Utility Improvement Fee pursuant to Section 8(a) below.

5. Obligation to Reimburse for Utility Improvements. In the event and to the extent other Benefitted Property Owner(s) outside of the Project Site may benefit from Developer's construction of all or any portion of the Utility Improvements, Developer shall be entitled to reimbursement from any such other Benefitted Property Owner(s) once the CFF program is updated, based on an apportionment of the relevant pro rata contribution of costs of said improvements in accordance with the terms and conditions in this Agreement.

6. Estimated Amount of Utility Improvement Costs. The Parties acknowledge and agree that an Engineer's Cost Estimate for the Utility Improvements, which is the basis for the Utility Improvement Costs, has been prepared in connection with bonding requirements for the SIA and is set forth in attached Exhibits 5A and 5B, based on reasonably available information as of the Effective Date, along with a contingency of ten percent (10%) of said Costs (as is typical to account for unanticipated additional costs that may arise during construction). Notwithstanding anything to the contrary in the foregoing, the Parties further acknowledge and agree that because all of said costs cannot reasonably be determined as of the Effective Date, the Engineer's Cost Estimate shall be updated, as needed, once the Utility Improvements are complete ("**Reconciliation Statement**"), and the Utility Improvement Costs shall be adjusted accordingly at that time, as needed, to ensure that Developer is "trued up" to provide for full reimbursement as required hereunder. Said adjusted fee credit and/or reimbursement shall become available to Developer once the relevant CFFs are updated to reflect any such additional costs as provided for herein. Developer shall provide reasonable documentation of the actual costs incurred in support of the Reconciliation Statement (which may include, among others, unconditional lien releases, invoices, proof of payment, confirmation on letterhead from relevant contractor(s)/subcontractor(s) of payment, and/or any other reasonable documentation similar in detail and content as has been previously provided to City) at the same time it offers to dedicate the Utility Improvements to City; City shall then have the right, but not the obligation, to reasonably review and audit said documentation, to the extent it determines reasonably appropriate, with any such audit being completed within thirty (30) days. No later than thirty (30) days of either (a) the receipt of said documentation, or (b) the completion of any audit, whichever is applicable, then City shall confirm the Reconciliation Statement. The Parties acknowledge and agree that the amount of detail in the documentation provided by Developer to support the Reconciliation Statement shall be reasonable; shall be consistent with the level of detail provided to City in connection with the original cost estimates reflected in Exhibits 5A and 5B; and may consist (in whole or in part) of costs documented in writing by relevant third parties working on any portion of the Utility Improvements that reflect actual costs incurred by Developer. Notwithstanding anything to the contrary in the foregoing, any such adjusted costs (and the related

fee credit/reimbursement for Developer) shall be applied prospectively only (i.e., imposed as a condition on those building permit(s) (or final subdivision or parcel map(s), as may be applicable) that are issued to Benefitted Property Owner(s) after the adjusted fee has been adopted by City), but in no event shall Developer be required to return to City any funds received hereunder via fee credit and/or reimbursement as a result of any such fee adjustment(s). Once the City has accepted the offer of dedication for the Utility Improvements and has released any and all related liens, then City's right to audit the above-referenced documentation shall terminate. The Parties further acknowledge and agree that in the event City conducts an audit pursuant to this Section 6, City shall not withhold any adjusted fee credit and/or reimbursement payments to Developer for any undisputed amounts during the audit period.

7. Methodology for Determining Pro Rata Share of Costs. The Parties acknowledge and agree that the methodology to be utilized to determine the pro rata share of costs for the Utility Improvement Costs for both Developer and the Benefitted Property Owner(s) shall be based on the following:

(a) For Utility Improvements (1) as listed in Recital D above, the pro rata share shall be based on front footage on Yosemite Avenue of the lands as of the Effective Date, as shown and delineated by Assessor Parcel Numbers on Exhibits 6A and 6B, including the full cost of the water main and appurtenances along the border of the developing parcel (that parcel would wait for reimbursement of half the cost when the other side of the street develops), plus from the parcel to the Point of Connection on D'Arcy for any portion of the main and appurtenances not yet reimbursed to Developer.

(b) For Utility Improvements (2) as listed in Recital D above, the pro rata share shall be based on the total gross acres of the lands as of the Effective Date, as shown and delineated by Assessor Parcel Numbers on Exhibits 6A and 6B. Because Utility Improvements (2) benefit both the entire SLSP Area and a portion of the Gateway Specific Plan area, Exhibits 6A and 6B provides the percentage share of the areas within the Gateway Specific Plan area, to allow calculation of those Benefitted Property Owner(s)' pro rata share(s). The Fee Credit (as that term is defined below) and/or the reimbursement required hereunder shall be calculated accordingly. The fee credit and/or reimbursement obligations set forth in this Agreement are to ensure that Developer is not being required to pay more than its pro rata share of said costs, in accordance with applicable laws as well as the principles set forth in the DA, section 5.02.01(b), which mandate a "reasonable relationship" between the Project and any Public Facilities and Infrastructure requirement imposed thereon. The difference between Developer's pro rata fair share obligations as determined in accordance with this Section 7 and those obligations of other Benefitted Property Owner(s) shall be referred to collectively herein as the "**Reimbursable Costs**".

8. Process for Fee Credit and Reimbursement.

(a) Preparing, Evaluating and Adopting the Utility Improvement Fee. For the reasons described in Recital F above, City shall promptly and expeditiously after the Effective Date initiate the process to prepare, evaluate and adopt a development impact fee to cover the Utility Improvement Costs in accordance with applicable laws and regulations ("**Utility Improvement Fee**"). In connection therewith, City shall, to the extent permitted by applicable law, concurrently initiate process to prepare, consider and adopt Capital

Facilities Fee(s) (“*CFF*”) for those lands of the Benefitted Property Owner(s) in an amount that will collect the proportionate share of each Benefitted Property Owner of the Reimbursable Costs.

(b) Scope and Timing of Reimbursement. The Parties acknowledge and agree that Developer’s receipt of the Fee Credit will not be sufficient to reimburse Developer for the total amount of Reimbursable Costs due hereunder. Therefore, in accordance with DA section 5.04.02(e), and to the extent permitted by applicable law, City shall ensure that Developer receives the Utility Improvement Fee collected by City from other Benefitting Property Owner(s) in connection with the development of those owner(s)’ respective properties until all Reimbursable Costs associated with said development have been paid to Developer. To help ensure timely reimbursement to Developer as contemplated hereunder, City shall, to the extent permitted by applicable law, impose a condition of approval for any development on property owned by any Benefitted Property Owner(s) that requires each said Owner to pay the entirety of its respective pro rata share of the Utility Improvement Costs prior to issuance of the first (1st) building permit for any building on said property. In connection therewith, the Benefitted Property Owner(s) shall be required, to the extent permitted by applicable law, as a condition of development approval, to participate in, and/or waive any right(s) to protest or otherwise object to the establishment of the Utility Improvement Fee that would collect the proportionate share of each applicable Benefitted Property Owner of the Reimbursable Costs. Timing of reimbursement to Developer shall occur within thirty (30) days of City’s receipt of the Utility Improvement Fee(s) from any Benefitted Property Owner(s). Said reimbursement shall occur by City delivering the amount of said fee(s) to Developer, without any offset, at the address set forth in Section 15 below along with a notice of reimbursement of Reimbursable Costs. Said notice shall state the amount of Reimbursable Costs being made by City at that time as well as provide an accounting of the remaining amount of Reimbursable Costs due as of the date of said notice. City further agrees that no Benefitted Property Owner may be issued a credit in lieu of paying said fee, and no Benefitted Property Owner shall have the right to vest into the Utility Improvement Fee. Once Developer has been fully reimbursed for all Utility Improvement Costs as required hereunder, any and all Utility Improvement Fee(s) received by City after this full reimbursement has occurred shall be retained by City.

(c) Accounting of Utility Improvement Fee(s) Received by City. Twice every year (in January and in July), commencing in the January after the Effective Date, City shall provide to Developer an accounting of all Utility Improvement Fees received by City, if any, during the prior reporting period, along with reasonable supporting documentation.

(d) Notice of Relevant Development Application(s). Periodically, Developer may request City to confirm whether a Benefitted Property Owner has submitted to City a formal application to develop land within the areas shown on Exhibits 6A and 6B (“*Development Application*”) that may trigger the need to utilize all or any portion of the Utility Improvements. Within ten (10) days of any such request, City shall provide Developer with copies of any requested documents that would normally be produced by City in response to a Public Records Act request relating to any such Development Application(s).

(e) At such time as a Benefitted Property Owner submits to City a formal application to develop land ("**Development Application**") that may trigger the need to utilize all or any portion of the Utility Improvement(s), then City shall notify said Owner that if the Development Application is approved, then as a condition of approval, said Owner will be required to reimburse Developer for the Benefitted Property Owner's pro rata share of costs for the Utility Improvements. Thereafter, in connection with City's consideration of any such Development Application, City shall impose on such application the foregoing condition of approval pursuant to this subsection (e) and subsection (b) above.

(f) Each Benefitted Property Owner's pro rata share shall be calculated as provided for herein. City shall not issue any building permit(s) for any building(s) in connection with any such Development Application for a Benefitted Property Owner until said Owner pays the Benefitted Property Owner's pro rata share. Furthermore, in addition to not issuing any building permit(s) for any building(s) to a Benefitted Property Owner until it has paid its pro rata share to City, City shall not allow a Benefitted Property Owner to utilize the relevant Utility Improvements to serve the development at issue until said Benefitted Property Owner pays to City the entirety of the Benefitted Property Owner's pro rata share.

(g) Upon request of a Benefitted Property Owner or Developer (as the case may be), City shall calculate the Benefitted Property Owner's pro rata share in accordance with this Agreement, and shall promptly notify the Benefitted Property Owner in writing of same. A Benefitted Property Owner shall pay the entirety of its pro rata share prior to issuance of the first (1st) building permit for any building(s).

9. Term of Agreement; Termination. This Agreement shall commence on the Effective

Date and shall terminate when Developer has received the required reimbursement as provided for in this Agreement. At such time as the foregoing occurs, City shall: (a) notify Developer in writing that City's obligations hereunder have been fully satisfied; (b) provide Developer with reasonable documentation to confirm the satisfaction of said obligations; and (c) inform Developer that City intends to terminate this Agreement within thirty (30) days of receipt of said notice ("**Termination Notice**"). Notwithstanding anything to the contrary in the foregoing, Developer may dispute said Termination Notice and/or the documentation submitted in connection therewith by providing notice to City of same. Any such notice from Developer shall include reasonable documentation identifying the outstanding obligations under this Agreement. This Agreement shall not terminate until such time as the Parties mutually determine that Developer has been fully reimbursed as provided for hereunder and that there is no outstanding reimbursement due under this Agreement to Developer.

10. Indemnification. Developer, on its own behalf, and on behalf of any successor(s) in interest, agrees to defend and indemnify City against any third party action, claim, counterclaim, suit or demand (collectively, "**Claims**") that challenges City's approval and/or implementation of this Agreement, including any Claims pertaining to the above listed reimbursements is made or instituted against City, its employees, officers, or agents challenging City's actions to collect Developer's reimbursement pursuant to sections 7 and 8 above. Said indemnification shall include

the costs of City to defend, pay and satisfy any such Claims including necessary expenses of investigation, attorneys' fees, and costs.

11. Applicable Law. This Agreement shall be governed by the laws of the State of California.

12. Binding Effect. This Agreement is for the benefit of and shall be binding upon both Parties and their respective successors, heirs, executors, administrators, assigns and successors in interest.

13. Assignment. Developer shall have the right, in its sole discretion, to assign its rights and obligations under this Agreement in whole or in part upon thirty (30) day' prior written notice to City. So long as Developer provides the foregoing notice and a copy of a fully executed Assignment and Assumption Agreement between Developer and its assignee, then Developer shall be thereafter released from any and all obligations hereunder so assigned, and the assignee shall have any and all rights and obligations so assumed.

14. Notices. For purposes of this Agreement, "*notice*" means any notice, demand, request, or other communication to be provided under this Agreement. All notices shall be in writing and shall be sent to the below addresses or at such other addresses as either Party may later specify for that purpose. All notices required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the Parties as follows:

If to City: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: Stephen J. Salvatore, City Manager
Email: ssalvatore@ci.lathrop.ca.us

With a concurrent copy to: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: Salvador Navarrete, City Attorney
Email: snavarrete@ci.lathrop.ca.us

If to Developer: South Lathrop Land, LLC
527 W 7th Street, Suite 308
Los Angeles, CA 90014
Attn: Philip J. Prassas
Email: pjprassas@chindustrial.com

With a concurrent copy to: Nadia Costa
Miller Starr Regalia
1331 North California Blvd., Fifth Floor
Walnut Creek, CA 94596
Email: nadia.costa@msrlegal.com

The date of any notice shall be the date of receipt, provided that, rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either Party may change its address for notice by giving notice to the other Party in accordance with this Section 14.

15. Payments to Developer. All payments due to Developer hereunder shall be sent to the following address or at such other address as Developer shall from time to time specify in writing to City:

South Lathrop Land, L.L.C.
527 W 7th Street, Suite 308
Los Angeles, CA 90014
Attn: Philip J. Prassas

16. Amendments. Any modifications to this Agreement shall be in writing and signed by authorized representatives of both Parties.

17. Attorney's Fees and Venue. In the event of a dispute arising under this Agreement, the prevailing Party shall be entitled to an award against the other Party of reasonable attorney's fees and costs incurred in connection with the dispute. The venue for any litigation shall be in San Joaquin County, California.

18. Cumulative Rights; Waiver. The failure by either Party to exercise, or delay in exercising any rights under this Agreement, shall not be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or any waiver of any breach of any provision of this Agreement must be in writing, and any waiver by either Party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement.

19. Severability. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

20. Headings. All headings herein are inserted only for convenience and ease of reference and are not considered in the construction or interpretation of any provision of this Agreement.

21. Signing Authority. The individuals signing this Agreement represent and agree that they have full and actual authority to bind their respective Parties to this Agreement.

22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding its subject matters. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the Parties related to the subject matters of this Agreement.

23. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

24. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

[Signatures to follow on next page]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY

CITY OF LATHROP,
A California municipal corporation

By: _____
Stephen J. Salvatore
City Manager

DEVELOPER

South Lathrop Land, L.L.C., a Delaware limited liability company

By: CHI West 109 South Lathrop Land, L.P.,
a Delaware limited partnership,
its managing member

By: CHI LTH GP, L.L.C.,
a Delaware limited liability company,
its general partner

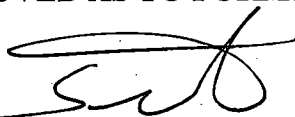
By: _____
Name: _____
Title: _____

ATTEST:

City Clerk of and for the City
of Lathrop, State of California

By: _____
Teresa Vargas
City Clerk

APPROVED AS TO FORM:

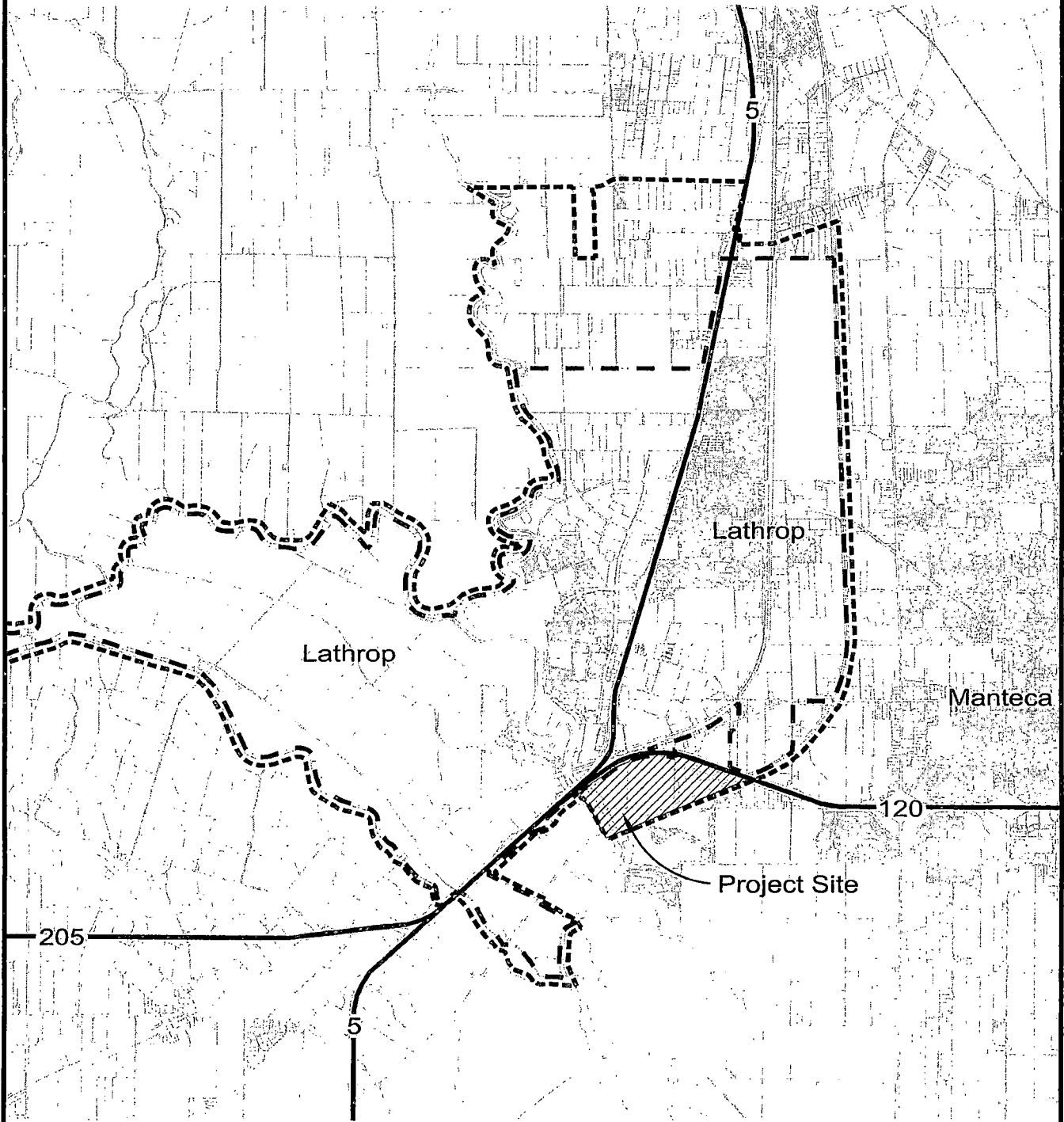
By: 

Salvador Navarrete
City Attorney

EXHIBIT 1

DEPICTION OF SOUTH LATHROP SPECIFIC AREA




EXHIBIT 1: DEPICTION OF SOUTH LATHROP SPECIFIC AREA



NORTH
NTS

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS

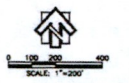
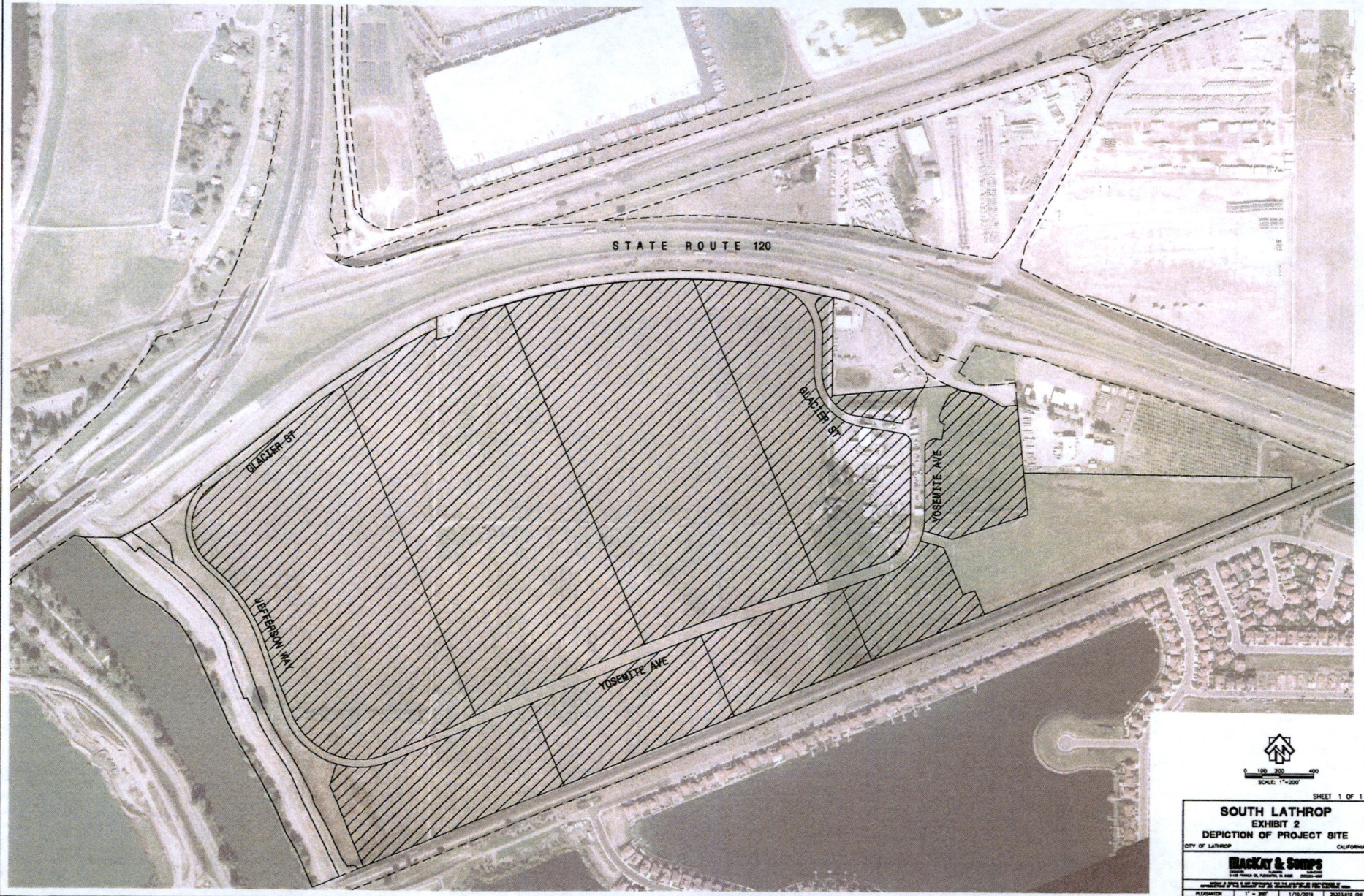
LEGEND

-  Project Location
-  City Limits
-  Sphere of Influence

Depiction of South Lathrop
Specific Plan Area
Lathrop, Ca

EXHIBIT 2
DEPICTION OF PROJECT SITE

REIMBURSEMENT AGREEMENT FOR SOUTH LATHROP BENEFITTING PROPERTY OWNERS OUTSIDE SPECIFIC PLAN AREA
 EXHIBIT 2: DEPICTION OF PROJECT SITE
 GROSS AREA 225.4 ACRES



SHEET 1 OF 1

SOUTH LATHROP
 EXHIBIT 2
 DEPICTION OF PROJECT SITE
 CITY OF LATHROP CALIFORNIA

MACKAY & SOMPS
 CIVIL ENGINEERS AND ARCHITECTS
 1100 1/2 J ST. LATHROP, WA 98520
 PHONE: (509) 865-1100 FAX: (509) 865-1101
 WWW.MACKAYANDSOMPS.COM

DATE	1/11/2018	PROJECT NO.	2018010101
SCALE	1"=200'	DATE	1/11/2018
BY	CS	CHECKED	CS

THIS IS A PRELIMINARY DRAWING. IT IS NOT TO BE USED FOR CONSTRUCTION.

EXHIBIT 3

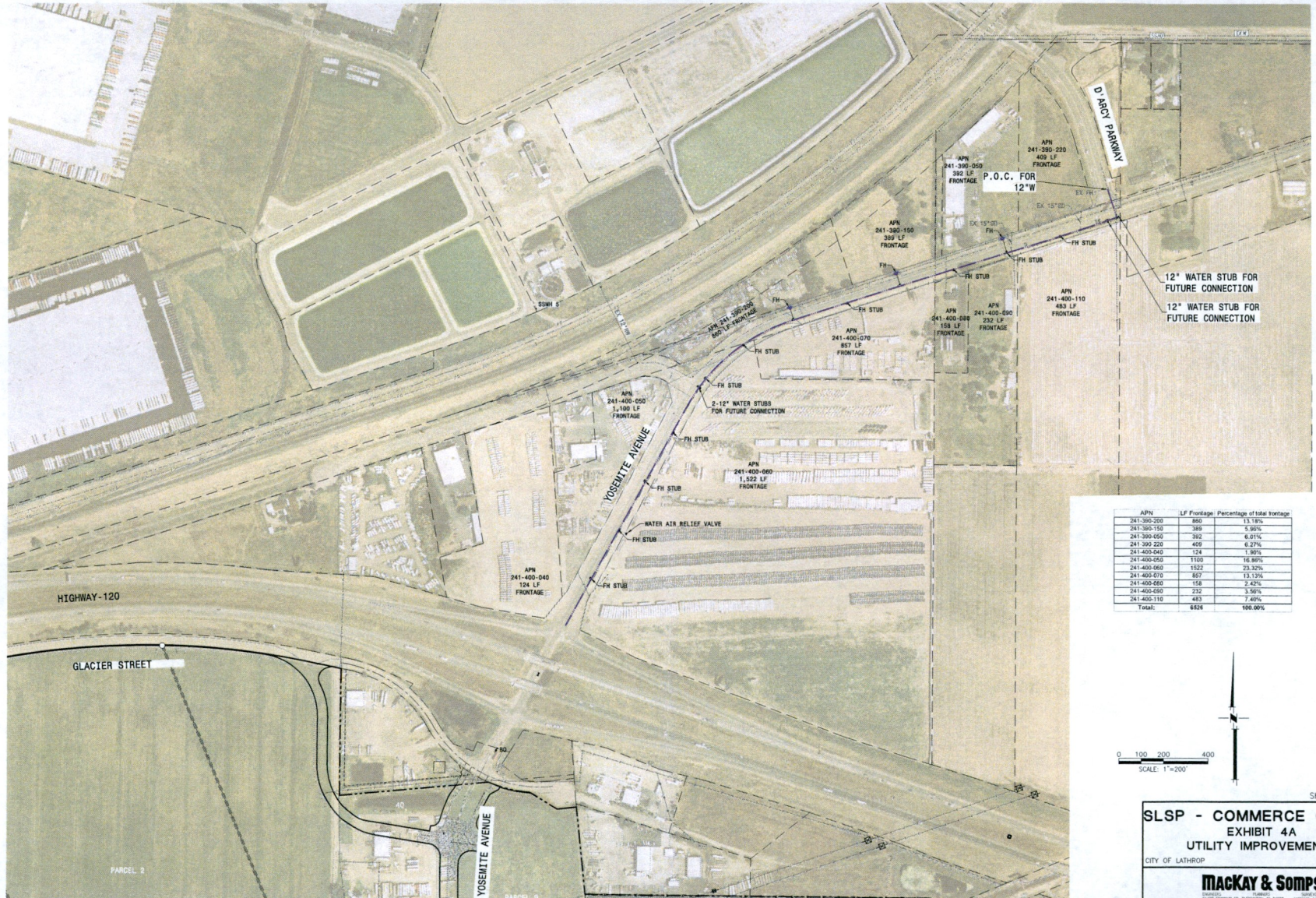
**LIST OF APPLICABLE PLANS AND SPECIFICATIONS
FOR IDENTIFIED IMPROVEMENTS**

EXHIBIT 3
LIST OF APPLICABLE PLANS AND SPECIFICATIONS FOR IDENTIFIED IMPROVEMENTS

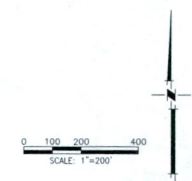
SHEET NO.	SHEET NAME	DATE	PREPARED BY
ONSITE & OFFSITE BACKBONE INFRASTRUCTURE AND ROUGH GRADE PLAN			
1	SIGNATURE SHEET	September 2018	MACKAY & SOMPS
2	SURVEYORS STATEMENT	September 2018	MACKAY & SOMPS
3	BOUNDARY AND SHEET INDEX	September 2018	MACKAY & SOMPS
4	MADRUGA ROAD	September 2018	MACKAY & SOMPS
5	EXISTING EASEMENTS	September 2018	MACKAY & SOMPS
6 THRU 9	PARCEL MAP	September 2018	MACKAY & SOMPS
CIVIL - BACKBONE IMPROVEMENT PLANS			
C1	COVER SHEET	9/7/2018	MACKAY & SOMPS
C2	GENERAL NOTES	9/7/2018	MACKAY & SOMPS
C3	STREET SECTIONS & DETAILS	9/7/2018	MACKAY & SOMPS
C4A THRU C4D	UTILITY PLAN & SHEET INDEX	9/7/2018	MACKAY & SOMPS
C5	SOUTH EVA / SOUTHSIDE ROAD PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C6 THRU C8	SOUTHSIDE ROAD PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C9	SOUTHSIDE ROAD / STORM DRAIN TO BASIN PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C9A THRU C9B	STORM DRAIN BASIN	9/7/2018	MACKAY & SOMPS
C10	STORM DRAIN PIPE TO PUMP STATION	9/7/2018	MACKAY & SOMPS
C11	YOSEMITE AVENUE PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C12	PARK / EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C12A	LEVEE SEEPAGE DRAIN PIPE PARK / EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C13	PARK / EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C13A	LEVEE SEEPAGE DRAIN PIPE PARK / EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C14 THRU C15	NORTH EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C16 THRU C19	MADRUGA ROAD PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C20 THRU C21	WATER MAIN PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C22 THRU C25	STORM DRAIN FORCE MAIN PLAN & PROFILE	9/7/2018	MACKAY & SOMPS

EXHIBIT 4A
UTILITY IMPROVEMENTS

EXHIBIT 4A: UTILITY IMPROVEMENTS - "FRONTAGE"



APN	LF Frontage	Percentage of total frontage
241-390-200	860	13.18%
241-390-150	389	5.96%
241-390-050	382	6.01%
241-390-220	409	6.27%
241-400-040	124	1.90%
241-400-050	1100	16.86%
241-400-060	1522	23.32%
241-400-070	857	13.13%
241-400-090	158	2.42%
241-400-080	232	3.56%
241-400-110	483	7.40%
Total:	6524	100.00%



SHEET 1 OF 1

SLSP - COMMERCE CENTER
EXHIBIT 4A
UTILITY IMPROVEMENTS
 CITY OF LATHROP, CALIFORNIA

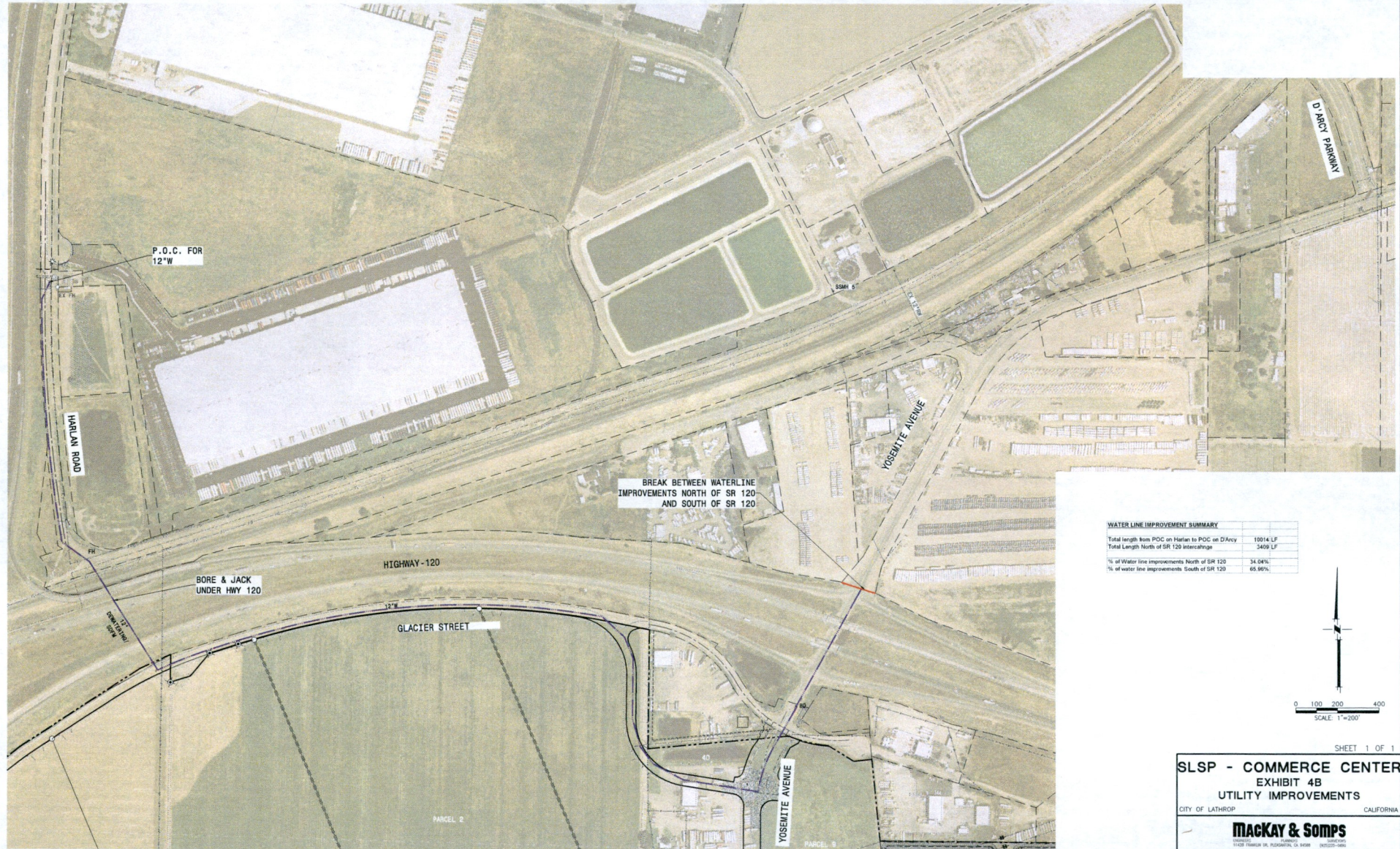
Mackay & Somp
REGISTERED PROFESSIONAL ENGINEERS
1100 THOMAS ST. ASTORIA, OR 97103
PH: 503-325-1100

PROJECT NO. 200
 PREPARATION DATE: 12/11/2018
 OFFICE: SCALE: DATE: 25223.010.DWG
 698.90

03-04-2019 10:58am jim.mackay P:\25223\03-04-19\MEMBERSHARE EXHIBIT-04A-OFFICE - WATER LINE CONNECTION - OUTSIDE - 2018-12-11.DWG

EXHIBIT 4B
UTILITY IMPROVEMENTS

EXHIBIT 4B: UTILITY IMPROVEMENTS - "WATER LOOP"



WATER LINE IMPROVEMENT SUMMARY

Total length from POC on Harlan to POC on D'Anc	1014 LF
Total Length North of SR 120 Interchange	349 LF
% of Water line improvements North of SR 120	34.04%
% of water line improvements South of SR 120	65.96%



SHEET 1 OF 1

SLSP - COMMERCE CENTER
EXHIBIT 4B
UTILITY IMPROVEMENTS
 CITY OF LATHROP, CALIFORNIA

Mackay & Somp
11009 Mackay Dr., Rosemead, CA 91076 (626)225-0888

WORKS SHOWN ARE NOT NECESSARILY THE SAME AS SHOWN ON PREVIOUS EDITIONS OF REVISIONS OF THIS DOCUMENT AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.

FILE/LOCATION	1" = 200'	12/11/2018	25223.010 CH
OFFICE	SCALE	DATE	REV. NO.

EXHIBIT 5A
UTILITY IMPROVEMENT COSTS

EXHIBIT 5A: UTILITY IMPROVEMENT COSTS - "FRONTAGE"
Reimbursement Agreement for Other Public Improvements Outside Specific Plan Area

	UNIT	UNIT COST	QTY	SUB-TOTAL	RUNNING TOTAL	SOURCE OF COST INFORMATION
HARD COSTS						
12" Waterline from SR 120 to POC on D'Arcy	LF	145.35	3409.00	495,498.15		Teichert
Fire Hydrants	EA	11,750.00	3.00	35,250.00		Teichert
6" Fire Hydrant Stubs w/valve	EA	2,250.00	9.00	20,250.00		Teichert
Patch Pave (Detail R-288)	SF	13.10	1500.00	19,650.00		Teichert
Traffic Control	LS	20,689.00	1.00	20,689.00		Teichert
12" Blind Flange Valve	EA	2.00	2500.00	5,000.00		Teichert
General Conditions	LS	2,403.00	1.00	2,403.00		Teichert
HARD COST SUBTOTAL:					\$598,740.15	
SOFT COSTS						
Geotechnical Design & Inspections	LS	65,000.00	1.00	65,000.00		ENGEO
Legal	LS	20,001.00	1.00	20,001.00		Miller Star
Performance & Material Bond (one-year warranty bond)	LS	441,523.00	0.03	12,337.16		Willis Towers Watson
Civil Engineering & governmental agency coordination, staking (67.8% applies to reimbursable)	LS	100,388.00	0.68	68,063.06		Mackay & Soms
SOFT COST SUBTOTAL:					\$165,401.23	
CITY RELATED COSTS						
City legal and staff costs						City
City Plan Check, inspection, & Storage Fees (67.8% is reimbursable)		77,580.31	0.83	64,701.98		City
Encroachment Permit						City
City staff time for meetings						City
Reimbursement Agreement (1/3 of \$7931)		2,643.67	0.75	1,982.75		City
CITY RELATED COST SUBTOTAL:					\$66,684.73	
SUBTOTAL WATER IMPROVEMENT (OFFSITE) COSTS:					\$830,826.10	
Contingency				10%	\$6,668	
GRAND TOTAL WATER IMPROVEMENT (OFFSITE) COSTS:					\$837,495	

EXHIBIT 5B

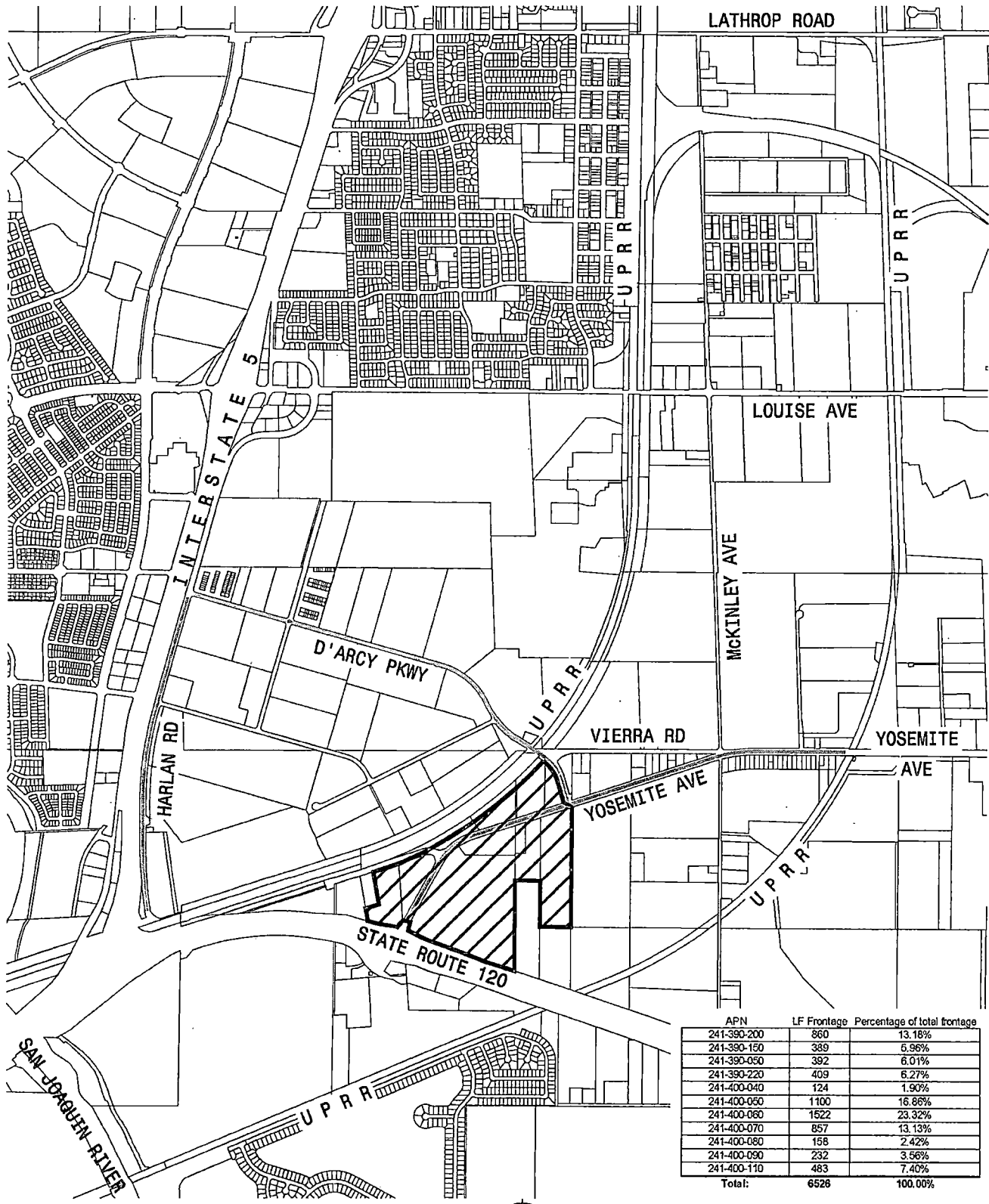
UTILITY IMPROVEMENT COSTS

EXHIBIT 5B - WATER SYSTEM IMPROVEMENT COSTS - "WATER LOOP"
Reimbursement Agreement for Other Public Improvements Outside Specific Plan Area

	UNIT	UNIT COST	QTY	SUB-TOTAL	RUNNING TOTAL	SOURCE OF COST INFORMATION
HARD COSTS						
12" Waterline from Harlan Road POC to D'arcy Pkwy POC	LF	131.13	9434.00	1,237,046.00		Teichert
Bore & Jack for 12" Water (includes dewatering)	LF	1,485.00	580.00	861,300.00		Teichert
Additional Dewatering transport Pipe	LF	80.27	1865.00	149,703.55		Teichert
Removal of debris, fencing, irrigation pipe, wells, etc.	LS	513,253.00	0.03	17,509.45		Noceti Farms
HARD COST SUBTOTAL:					\$2,265,559	
SOFT COSTS						
Geotechnical Design, SWPPP & Inspections	LS	774,000.00	0.03	26,404.74		Engeo
Legal	LS	68,705.00	0.03	2,343.85		Miller Starr
Performance & Material Bond (includes one-year warranty bond)	LS	441,523.00	0.11	46,682.30		Willis Towers Watson
Civil Engineering & governmental agency coordination, staking	LS	652,000.00	0.03	22,242.75		Mackay & Soms
SOFT COST SUBTOTAL:					\$97,674	
CITY RELATED COSTS						
City legal and staff costs						City
City Plan Check, inspection, & Storage Fees (Civil improvement plans 36.1% reimburseable)		343,170.10	0.05	17,343.82		City
Encroachment Permit						City
City staff time for meetings						City
Reimbursement Agreement (2/3 of \$7931)		5,287.34	0.25	1,321.84		City
CITY RELATED COST SUBTOTAL:					\$18,666	
SUBTOTAL WATER SYSTEM IMPROVEMENT (OFFSITE) COSTS:						\$2,381,898
Contingency				10%		\$238,190
(34.04% applied to areas outside SLSP. 65.96% applied to areas within SLSP.)						34.04%
GRAND TOTAL WATER SYSTEM IMPROVEMENT (OFFSITE) COSTS:						\$891,878

EXHIBIT 6A
BENEFITTED PROPERTY OWNERS

REIMBURSEMENT AGREEMENT FOR SOUTH LATHROP BENEFITTING PROPERTY OWNERS OUTSIDE SOUTH LATHROP
 EXHIBIT 6A: BENEFITTED PROPERTY OWNERS - FRONTAGE



APN	LF Frontage	Percentage of total frontage
241-390-200	860	13.18%
241-390-150	389	6.96%
241-390-050	392	6.01%
241-390-220	409	6.27%
241-400-040	124	1.90%
241-400-050	1100	16.86%
241-400-060	1522	23.32%
241-400-070	857	13.13%
241-400-080	158	2.42%
241-400-090	232	3.56%
241-400-110	483	7.40%
Total:	6528	100.00%

 LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN



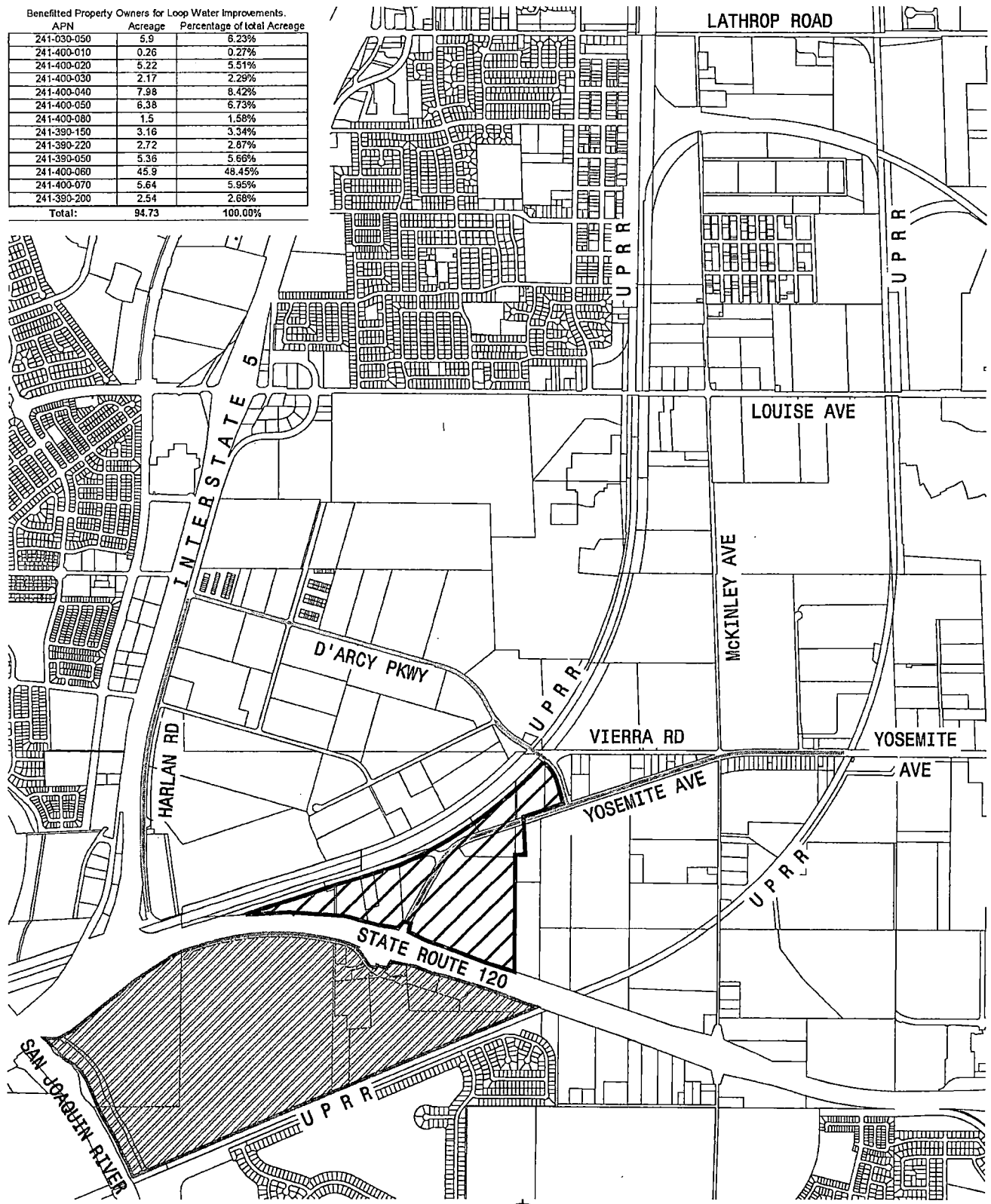
MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 JOB NO.: 25223.000 DATE: 12.06.2018

EXHIBIT 6B
BENEFITTED PROPERTY OWNERS

REIMBURSEMENT AGREEMENT FOR SOUTH LATHROP BENEFITTING PROPERTY OWNERS OUTSIDE SOUTH LATHROP
 EXHIBIT 6B: BENEFITTED PROPERTY OWNERS - "WATER LOOP"

Benefitted Property Owners for Loop Water Improvements.

APN	Acreage	Percentage of total Acreage
241-030-050	5.9	6.23%
241-400-010	0.26	0.27%
241-400-020	5.22	5.51%
241-400-030	2.17	2.29%
241-400-040	7.98	8.42%
241-400-050	6.38	6.73%
241-400-080	1.5	1.58%
241-390-150	3.16	3.34%
241-390-220	2.72	2.87%
241-390-050	5.36	5.66%
241-400-060	45.9	48.45%
241-400-070	5.64	5.95%
241-390-200	2.54	2.68%
Total:	94.73	100.00%



LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN
 SOUTH LATHROP SPECIFIC PLAN
 (INCLUDED IN REIMBURSEMENT AGREEMENT FOR
 PROPERTIES WITHIN SLSP)



MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 JOB NO.: 25223.000 DATE: 12.06.2018

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