

ITEM 4.13

CITY MANAGER'S REPORT JULY 8, 2019, CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPTANCE OF GRAVITY SEWER MAIN AND SANITARY SEWER PUMP STATION, APPROVE AN OFFER OF DEDICATION FOR PORTIONS OF APN: 196-03-03, APPROVE A REIMBURSEMENT AGREEMENT WITH PILOT TRAVEL CENTERS LLC, AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2017-26**

RECOMMENDATION: **Adopt Resolution Accepting the Gravity Sewer Main and Sanitary Sewer Pump Station Constructed by Mark III Construction, Inc., in Roth Road and Harlan Road and Offer of Dedication for portions of APN: 196-03-03; and Approve Reimbursement Agreement with Pilot Travel Centers LLC, and Authorize the Release of Bonds Associated with Encroachment Permit No. 2017-26**

SUMMARY:

Pilot Travel Centers LLC (Pilot), the developer for the Pilot Flying J Travel Center project located at 345 Roth Road, was required to construct a 10-inch gravity sewer main in Roth Road, a 12-inch gravity sewer main in Harlan Road and a sanitary sewer pump station at 11800 Harlan Road to accommodate their needs and future flows. These future flows are contributed by benefiting property owners who connect to the gravity main and sanitary sewer pump station from five (5) areas north of 11800 Harlan Road.

Pilot is eligible for partial reimbursement from users who connect to the gravity sewer main and pump station. The proposed reimbursement agreement requires the City to initiate a Capital Facility Fee (CFF) study to ultimately collect appropriate CFF's from those who develop their property and connect to the sewer line.

LIT Industrial Limited Partnership, legal landowner of the property at 11800 Harlan Road, provided the City a signed offer of dedication for a small portion of land that the sanitary sewer pump station resides on.

Staff recommends that City Council adopt a resolution accepting the gravity sewer main, pump station and offer of dedication for the pump station land; authorize staff to release the performance bond and approve the proposed reimbursement agreement to allow the City to initiate the process to establish a fee for Pilot to collect from future developments within the five (5) areas north of 11800 Harlan Road.

JULY 8, 2019, CITY COUNCIL REGULAR MEETING**ACCEPTANCE OF GRAVITY SEWER MAIN AND SANITARY SEWER PUMP STATION, APPROVE OFFER OF DEDICATION AND REIMBURSEMENT AGREEMENT WITH PILOT TRAVEL CENTERS LLC, AND RELEASE OF ASSOCIATED ENCROACHMENT PERMIT NO. 2017-26****BACKGROUND:**

On June 6, 2016, the City's Planning Commission approved the developer's site plan for the development of the Pilot J Travel Center project by Resolution No. 16-4088. The project site is located at 345 Roth Road. A condition of the project was to construct a gravity sewer main from the project site to the frontage at 11800 Harlan Road and construct a public pump station at that location. The gravity sewer main and sewer pump station were sized to accommodate the ultimate flows from the five (5) surrounding areas of benefiting property owners.

The total cost for design and construction of the gravity sewer main and pump station (\$2,197,285), paid by Pilot, is to be shared by five (5) areas of benefitting property owners as shown in Attachment B. Of this total, Pilot's fair share is \$89,295 (unreimbursable costs). The remaining \$2,107,990 is reimbursable as the fair share of the properties listed in Attachment B. Those benefiting property owners will pay their fair share through the established CFF.

As a condition of developing the property at 11800 Harlan Road, the landowner was required to dedicate a small portion of their land to the City for a sanitary sewer pump station at that location. LIT Industrial Limited Partnership, the legal landowner, has provided the City a signed offer of dedication for the land. Staff has reviewed and approved the plat and legal description for the dedication.

REASON FOR RECOMMENDATION:

Since the developer has completed the construction of the sewer facilities according to City Standards and the developer has provide an unconditional wavier stating that all contractors have been paid, staff requests that City Council accept the sewer improvements and Offer of Dedication for the pump station land, and authorize staff to release the performance bond for Pilot associated with Encroachment Permit No. 2017-26; and approve the reimbursement agreement to begin the process of establishing a mechanism for Pilot to be reimbursed by other benefiting property owners.

FISCAL IMPACT:

There is no fiscal impact for the City at this time.

JULY 8, 2019, CITY COUNCIL REGULAR MEETING

ACCEPTANCE OF GRAVITY SEWER MAIN AND SANITARY SEWER PUMP STATION, APPROVE OFFER OF DEDICATION AND REIMBURSEMENT AGREEMENT WITH PILOT TRAVEL CENTERS LLC, AND RELEASE OF ASSOCIATED ENCROACHMENT PERMIT NO. 2017-26

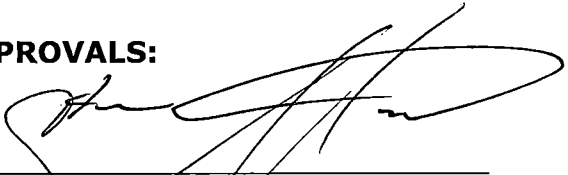
ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop Accepting the Gravity Sewer Main and Sanitary Sewer Pump Station Constructed by Mark III Construction, Inc., in Roth Road and Harlan Road and Offer of Dedication for Portions of APN: 196-03-03; and Approve Reimbursement Agreement with Pilot Travel Centers LLC, and Authorize the Release of Bonds Associated with Encroachment Permit No. 2017-26
- B. Reimbursement Agreement for Gravity Main and Sanitary Sewer Pump Station in Roth Road and Harlan Road
- C. GASB 34 Report
- D. Offer of Dedication for a Portion of APN: 196-03-03

JULY 8, 2019, CITY COUNCIL REGULAR MEETING

ACCEPTANCE OF GRAVITY SEWER MAIN AND SANITARY SEWER PUMP STATION, APPROVE OFFER OF DEDICATION AND REIMBURSEMENT AGREEMENT WITH PILOT TRAVEL CENTERS LLC, AND RELEASE OF ASSOCIATED ENCROACHMENT PERMIT NO. 2017-26

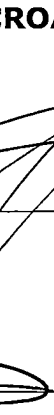
APPROVALS:



Steven J. Medina
Assistant Engineer

6/20/19


Date



Michael King
Assistant Director of Public Works

6/20/19


Date



Cari James
Finance & Administrative Services Director

6/26/19

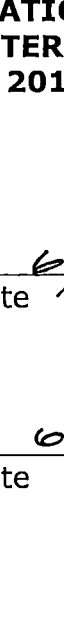
Date



Salvador Navarrete
City Attorney

6-20-19

Date



Stephen J. Salvatore
City Manager

6-28-19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING THE GRAVITY SEWER MAIN AND SANITARY SEWER PUMP STATION CONSTRUCTED BY MARK III CONSTRUCTION, INC., IN ROTH ROAD AND HARLAN ROAD AND OFFER OF DEDICATION FOR PORTIONS OF APN: 196-03-03; AND APPROVE REIMBURSEMENT AGREEMENT WITH PILOT TRAVEL CENTERS LLC, AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2017-26

WHEREAS, on June 6, 2016, the Planning Commission of the City of Lathrop approved the Site Plan Review, SPR-15-56 which established the conditions for the construction of a Pilot Flying J Travel Center (Pilot) at 345 Roth Road; and

WHEREAS, a condition of the project was to construct an off-site gravity sewer main in Roth Road and Harlan Road and a sanitary sewer pump station at 11800 Harlan Road to accommodate their needs and future flows from the five (5) areas north of 11800 Harlan Road; and

WHEREAS, Pilot is eligible for partial reimbursement from owners of properties that develop and connect to this sewer line; and

WHEREAS, the sewer improvements have been inspected by City staff and have been deemed complete and ready for acceptance; and

WHEREAS, LIT Industrial Limited Partnership, legal landowner of the property at 11800 Harlan Road, provided the City a signed offer of dedication for a small portion of land that the sanitary sewer pump station resides on; and

WHEREAS, staff has confirmed that the sewer facilities have been completed according to City Standards; and

WHEREAS, the developer has provided an unconditional waiver stating that all contractors have been paid; and

WHEREAS, staff has reviewed and approved the provided plat and legal description for the dedication; and

WHEREAS, staff recommends City Council accept the gravity sewer main, sanitary sewer pump station and Offer of Dedication for the pump station land, and authorize City staff to release the performance bond for Pilot; and

WHEREAS, staff recommends City Council approve the reimbursement agreement between Pilot and the City to establish a mechanism for Pilot to be reimbursed by other benefiting property owners.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the gravity sewer main, sanitary sewer pump station, and Offer of Dedication for the pump station land, and authorize City staff to release the performance bond in association with Encroachment Permit No. 2017-26; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve the reimbursement agreement for the gravity sewer main and sanitary sewer pump station with Pilot Travel Centers LLC.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 8th day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**REIMBURSEMENT AGREEMENT FOR GRAVITY MAIN AND
SANITARY SEWER PUMP STATION IN ROTH ROAD AND HARLAN
ROAD**

This Reimbursement Agreement for the Gravity Main and Sanitary Sewer Pump Station ("*Agreement*") is made and entered into this _____ (____) day of _____ 2019, ("*Effective Date*") by and between the City of Lathrop ("*City*"), a municipal corporation of the State of California ("*City*") and Pilot Travel Centers 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

WHEREAS, on May 11, 2016 the Planning Commission of the City of Lathrop approved the Site Plan Review (SPR-15-56) which established the conditions for the construction of a Pilot Flying J Travel Center at 345 Roth Road; and

WHEREAS, the Site Plan Review approval was subject to Public Works Condition of Approval No. 5, "Applicant shall construct an off-site sewer from the project property to the frontage at 11800 Harlan Rd and construct a public pump station at that location. The Applicant shall size the sewer to accommodate the ultimate flows for the surrounding areas. Applicants eligible for partial reimbursement from users who connect to this line. The Applicant shall enter into a reimbursement agreement with the City. The sewer system shall be constructed prior to any occupancy being granted."; and

WHEREAS, pursuant of Lathrop Municipal Code 13.16.190, this Reimbursement Agreement establishes a mechanism to reimburse the Developer for a proportionate share of the incurred cost of oversizing the construction improvements to the Gravity Main and Sanitary Sewer Pump Station in Harlan Road and Stonebridge Lane. Such proportionate share shall be based on area of the land or lands of the future users, the wastewater generation factor as described in Section 5 - Sewer System Standards, City Standards 2014, and the wastewater generation of future users.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and understandings hereinafter set forth, City and Developer hereby set forth their agreement as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct and made a part of this Agreement.
2. Project. The Project consists of the construction of a Gravity Main and Sanitary Sewer Pump Station in Harlan Road as approved by the City Engineer ("*Project*"). Developer has designed, funded and constructed the Project in conformance with City Standards.

REIMBURSEMENT AGREEMENT FOR GRAVITY MAIN AND SANITARY SEWER PUMP STATION IN HARLAN ROAD

3. Reimbursement

(a) The Developer has completed the Project. City Council has accepted the improvements, Developer is eligible to be reimbursed for a portion of the Actual Costs as described in (b) below.

(b) "Actual Costs" includes those design costs, construction costs, and other costs for a total of **\$2,197,285** as detailed in Exhibit A attached hereto.

(c) The Developer's unreimbursable expenses associated with the off-site improvements are defined as those expenses associated with Gravity Main and Sanitary Sewer Pump Station in Harlan Road. Specifically, the percent total flow of the wastewater generated multiplied by the Actual Costs calculated as **\$89,295** based on parcel area and City wastewater generation factors ("Unreimbursable Sewer Line Expense" as detailed in Exhibit A).

(d) The Developer shall not have the right to reimbursement for sums contributed by the Developer in excess of the Actual Costs minus the Unreimbursable Sewer Line Expense **$\$2,197,285 - \$89,295 = \$2,107,990$** .

(e) Lathrop Municipal Code 13.16.19 states:

Where an applicant for sewer service is so located that it is necessary to construct or cause to be constructed a new main, service line, pump, lift station or other sewer facilities, or to expand or replace such facilities, the applicant shall be responsible for such work. The city may require that such work be oversized in order to provide for future use by others of such work, and, in the event the city so requires, the cost of such oversizing shall be determined, and the city may require future users of such facilities to reimburse the original builder for a proportionate share of the cost of such oversizing. Such proportionate share shall be based on frontage of the land or lands of the future user, will be collected at the time of connection to the works, and reimbursed to the original builder within thirty (30) days of collection. In no event shall the city be liable for reimbursement to the original builder unless and until such reimbursement is collected from the new users. In no event shall the city be liable for failure to make such collection. No such collection or reimbursement will be made after ten (10) years from the date of completion of the original work or works.

REIMBURSEMENT AGREEMENT FOR GRAVITY MAIN AND SANTITARY SEWER PUMP STATION IN HARLAN ROAD

(f) Lathrop Municipal Code 3.20.040 states:

The fees imposed by the city pursuant to this title shall be used to pay for the cost of providing specified public facilities, as described in implementing resolutions. As described in each implementing resolution, the specified public facilities will be categorized into separate and distinct sets of public facilities based upon the type of public facility to be provided, the geographical area served by the public facility, or other identifying features. Each separate set of specified public facilities described in an implementing resolution shall be referred to in this title as a "public facility category."

(g) Based on the above, the City shall establish a Community Facilities Fee (CFF), paid by the Developer and included in the reimbursement, to collect reimbursement from developers of properties benefited by the Project for a period of ten (10) years. The aforementioned ten (10) year period shall begin on the effective date of CFF.

4. City to Use Best Efforts to Perform Agreement. City agrees to use its best efforts, and take all reasonable and necessary actions to provide reimbursement fees as mentioned in reimbursement item 3(g), above.
5. Counterparts. This Agreement may be executed in counterparts, and each fully executed counterpart will be considered an original document.
6. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
7. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.
8. Successors and Assigns. This Agreement is binding upon and insures to the benefit of the permitted successors and assigns of the parties hereto.
9. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the party to be charged.
10. Time is of the Essence. City and Developer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

REIMBURSEMENT AGREEMENT FOR GRAVITY MAIN AND SANTITARY SEWER PUMP STATION IN HARLAN ROAD

11. Construction and Survival of Provisions. This Agreement has been prepared jointly by the parties and their professional advisors. City and Developer and their respective advisors believe that this Agreement is the product of all their efforts that expresses their agreement and that it should not be interpreted in favor of or against either Developer or City. The parties further agree that this Agreement will be constructed to effectuate the normal and reasonable expectations of a sophisticated City and Developer.
12. Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and constructed and enforced in accordance with the laws of the State of California.
13. No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of City.

REIMBURSEMENT AGREEMENT FOR GRAVITY MAIN AND SANTITARY SEWER PUMP STATION IN HARLAN ROAD

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

DEVELOPER

Pilot Travel Centers L.L.C.

By: _____

Date: _____

Name: _____

Title: _____

CITY

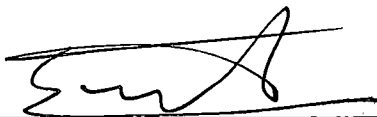
CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California

By: _____

Date: _____

Stephen J. Salvatore
City Manager

APPROVED AS TO FORM:

By:  _____

Date: 6-25-19

Salvador Navarrete
City Attorney

Exhibit A: Gravity Main and Sanitary Sewer Pump Station Fair Share Reimbursement

Gravity Main and Sanitary Sewer Pump Station Cost

\$	2,192,492.78	Costs based on paid invoices
\$	4,792.05	Cost to establish CFF
\$	2,197,284.83	Actual Total
\$	89,294.60	Unreimbursable
\$	2,107,990	Reimbursable

Cost Spread Method

Cost will be divided into fair share reimbursements as determined by parcel area and City wastewater generation factors for the parcels listed below or any subdivision thereof. The gravity main and sanitary sewer pump station was designed to convey the flows from five(5) areas north of 11800 Harlan Road as shown in the Sewer Study Area Map included here in Exhibit A. Wastewater Generation Factors are from Section 5 - Sewer System Standards, City Standards 2014. The unreimbursable amount is based on Pilot Travel Center's parcel size and generation factor.

Current Parcel Listing and Fair Share Amount

APN	Address	Area (acre)	General Plan Land Use Classification	Wastewater Generation Factor (gpd/acre)	¹ Wastewater Generation (gpd)	² Percent (%) of Total Wastewater Generation	³ Fair Share Cost
Area 1							
19602004	134 ROTH RD	1.01	Freeway Commercial	1,200	1,212	0.5%	\$ 10,295
19602005	11333 S HARLAN RD	0.42	Freeway Commercial	1,200	504	0.2%	\$ 4,281
19602006	11338 S HARLAN RD	1.66	Freeway Commercial	1,200	1,992	0.8%	\$ 16,921
19602007	11299 S HARLAN RD	0.42	Freeway Commercial	1,200	504	0.2%	\$ 4,281
19602008	11378 S HARLAN RD	1.72	Freeway Commercial	1,200	2,064	0.8%	\$ 17,533
19602009	11401 S HARLAN RD	0.59	Freeway Commercial	1,200	711	0.3%	\$ 6,041
19602010	11432 S HARLAN RD	3.87	Freeway Commercial	1,200	4,644	1.8%	\$ 39,449
19602011	11525 S HARLAN RD	0.41	Freeway Commercial	1,200	492	0.2%	\$ 4,179
19602012	11500 S HARLAN RD	3.66	Freeway Commercial	1,200	4,392	1.7%	\$ 37,308
19602013	11550 S HARLAN RD	3.97	Freeway Commercial	1,200	4,764	1.8%	\$ 40,468
19602014	11616 S HARLAN RD	3.43	Freeway Commercial	1,200	4,116	1.6%	\$ 34,964
19602015	11674 S HARLAN RD	0.42	Freeway Commercial	1,200	504	0.2%	\$ 4,281
19602016	11672 S HARLAN RD	3.88	Freeway Commercial	1,200	4,656	1.8%	\$ 39,551
19602018	11265 S HARLAN RD	0.64	Freeway Commercial	1,200	773	0.3%	\$ 6,563
19602020	116 ROTH RD	1.88	Freeway Commercial	1,200	2,252	0.9%	\$ 19,127
19603001	250 ROTH RD	9.52	Limited Industrial	900	8,568	3.3%	\$ 72,781
19603002	342 ROTH RD	15.41	Limited Industrial	900	13,869	5.4%	\$ 117,811
Subtotal		52.91			56,016	21.7%	\$ 475,833
Area 2							
19125009	11401 S MANTHEY RD	6.84	Freeway Commercial	1,200	8,208	3.2%	\$ 69,723

Exhibit A: Gravity Main and Sanitary Sewer Pump Station Fair Share Reimbursement

Area 1									
19125010	11555 S	MANTHEY	RD	0.08	Freeway Commercial	1,200	97	0.0%	\$ 823
19125014	11293 S	MANTHEY	RD	11.40	Freeway Commercial	1,200	13,680	5.3%	\$ 116,205
Subtotal				18.32			21,985	8.5%	\$ 186,752
Area 3									
19333017	11145 S	HARLAN	RD	1.18	Freeway Commercial	1,200	1,416	0.5%	\$ 12,028
19333028	10842 S	HARLAN	RD	28.24	Freeway Commercial	1,200	33,888	13.1%	\$ 287,863
19333030	10998 S	HARLAN (Beneto)	RD	14.88	Freeway Commercial	1,200	17,856	6.9%	\$ 151,678
19333031	10980 S	HARLAN	RD	1.97	Freeway Commercial	1,200	2,364	0.9%	\$ 20,081
									Unreimbursable
19333030	345	ROTH (Pilot)	RD	8.76	Freeway Commercial	1,200	10,512	4.1%	-\$89,295
Subtotal				46.27			66,036	21.5%	\$ 382,356
Area 4									
19332008	707	ROTH	RD	8.85	Limited Industrial	900	7,965	3.1%	\$ 67,659
19332012	755	ROTH	RD	8.93	Limited Industrial	900	8,037	3.1%	\$ 68,271
19332013	719	ROTH	RD	1.62	Limited Industrial	900	1,458	0.6%	\$ 12,385
19332016	865	ROTH	RD	7.37	Limited Industrial	900	6,633	2.6%	\$ 56,344
19332017	889	ROTH	RD	3.00	Limited Industrial	900	2,700	1.0%	\$ 22,935
19332018	801	ROTH	RD	9.74	Limited Industrial	900	8,766	3.4%	\$ 74,463
19332019	11160 S	MCKINLEY	AV	0.54	Limited Industrial	900	486	0.2%	\$ 4,128
19332020	11156 S	MCKINLEY	AV	2.74	Limited Industrial	900	2,466	1.0%	\$ 20,948
19332021	437	ROTH	RD	1.22	Limited Industrial	900	1,098	0.4%	\$ 9,327
19332022	11200 S	MCKINLEY	AV	0.87	Limited Industrial	900	783	0.3%	\$ 6,651
19332024	11288 S	MCKINLEY	AV	2.86	Limited Industrial	900	2,574	1.0%	\$ 21,865
19338001	11285 S	VALLEJO	CT	4.00	Limited Industrial	900	3,600	1.4%	\$ 30,580
19338002	11191 S	VALLEJO	CT	4.09	Limited Industrial	900	3,681	1.4%	\$ 31,268
19338003	11180 S	VALLEJO	CT	4.09	Limited Industrial	900	3,681	1.4%	\$ 31,268
19338004	11290 S	VALLEJO	CT	4.02	Limited Industrial	900	3,618	1.4%	\$ 30,733
19338005	11150 S	VALLEJO	CT	1.95	Limited Industrial	900	1,755	0.7%	\$ 14,908
Subtotal				65.89			59,301	22.9%	\$ 503,735

Exhibit A: Gravity Main and Sanitary Sewer Pump Station Fair Share Reimbursement

Area 1									
Area 5									
19333011	11199 S	MANTHEY	RD	0.77	Freeway Commercial	1,200	924	0.4%	\$ 7,849
19333015	10623 S	MANTHEY	RD	0.52	Freeway Commercial	1,200	624	0.2%	\$ 5,301
19333016	11140 S	MANTHEY	RD	0.16	Freeway Commercial	1,200	192	0.1%	\$ 1,631
19333019	10749 S	MANTHEY	RD	9.22	Freeway Commercial	1,200	11,064	4.3%	\$ 93,984
19333021	11161 S	MANTHEY	RD	0.97	Freeway Commercial	1,200	1,164	0.4%	\$ 9,888
19333022	11100 S	MANTHEY	RD	0.50	Freeway Commercial	1,200	600	0.2%	\$ 5,097
19333034	10910 S	MANTHEY	RD	1.76	Freeway Commercial	1,200	2,112	0.8%	\$ 17,940
19333035	10950 S	MANTHEY	RD	2.49	Freeway Commercial	1,200	2,988	1.2%	\$ 25,382
19333036	0	BRIGGS/MANTHEY		27.60	Freeway Commercial	1,200	33,120	12.8%	\$ 281,339
19333037	124 W	BRIGGS	RD	1.07	Freeway Commercial	1,200	1,284	0.5%	\$ 10,907
19333038	58 W	BRIGGS	RD	1.05	Freeway Commercial	1,200	1,260	0.5%	\$ 10,703
Subtotal				46.11			55,332	21.4%	\$ 470,020
									Reimbursable
Total							258,670	95.9%	\$ 2,107,990

Sample Calculations

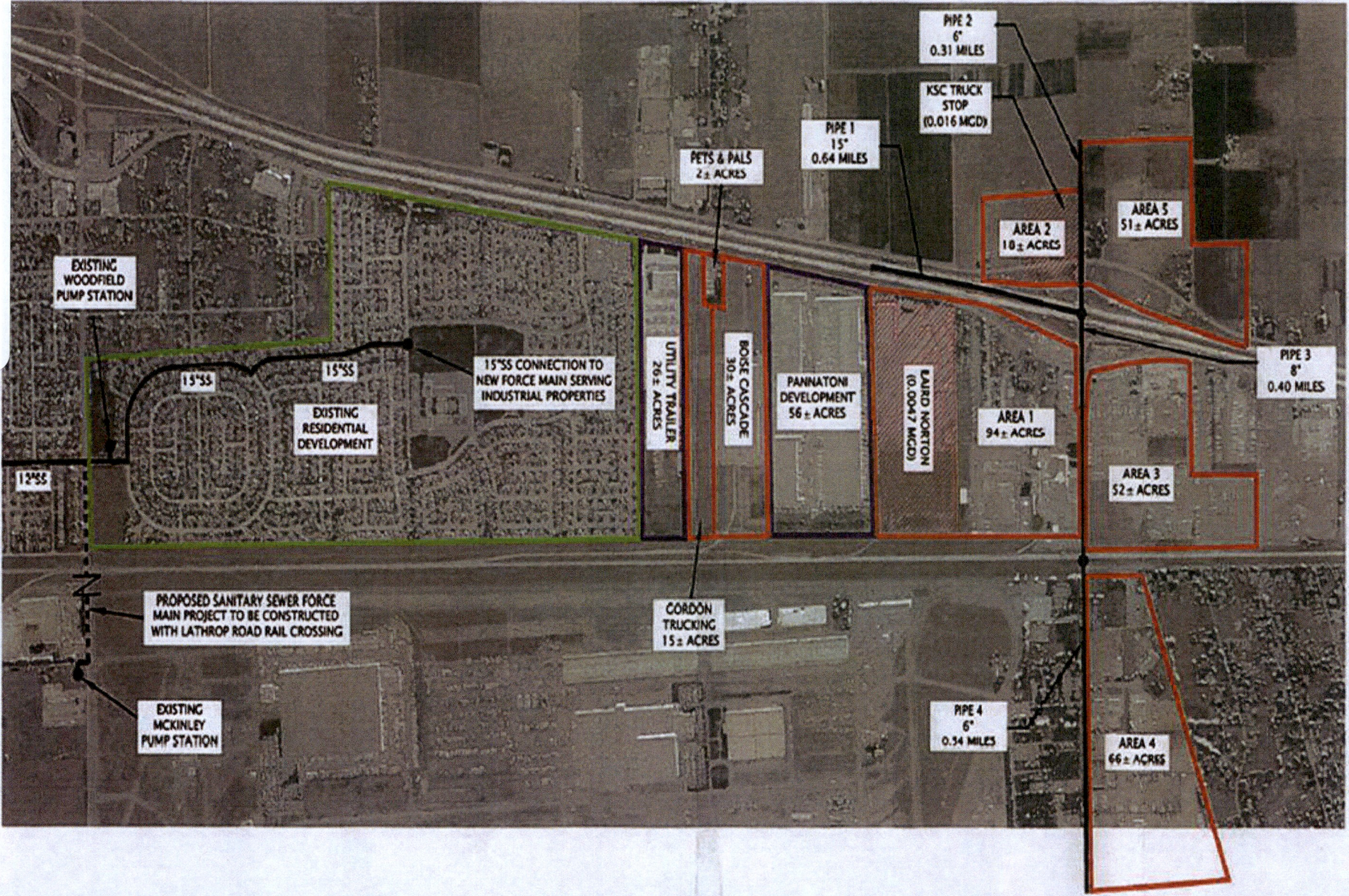
¹Wastewater Generation (gpd) = Area (acre) x Wastewater Generation Factor (gpd/acre) = 1.01 acres x 1200 gpd/acre = 1,212 gpd

²Percent (%) of Total Wastewater Generation = Wastewater Generation (gpd) ÷ Total Wastewater Generation = (1212 gpd ÷ 296,227 gpd) x 100 = 0.4%

³Fair Share Cost = Percent (%) of Total Wastewater Generation x Reimbursable = 0.4% x \$ 661,000.00 = \$ 2,704

Exhibit A

Exhibit A



SEWER STUDY AREAS
OF
NORTH LATHROP
FOR
CITY OF LATHROP

KEAR & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
17175 Lathrop Avenue, Suite 100
Portland, Oregon 97132
Tel: 503.241.1919
Fax: 503.241.1918

CALIFORNIA

NO. 1	✓
NO. 2	✓
NO. 3	✓
NO. 4	✓
NO. 5	✓
NO. 6	✓
NO. 7	✓
NO. 8	✓
NO. 9	✓
NO. 10	✓
NO. 11	✓
NO. 12	✓
NO. 13	✓
NO. 14	✓
NO. 15	✓
NO. 16	✓
NO. 17	✓
NO. 18	✓
NO. 19	✓
NO. 20	✓

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

Date: 02/13/19

Wong Engineering

Invoice Item	Description	Cost
	Sanitary Sewer Line and Pump Station	\$ 52,002.55
	Construction Costs and Change Orders	\$ 2,126,272.90
	PG&E Extension of Utilities	\$ 14,217.33
	Total	\$ 2,192,492.78

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OFFER OF DEDICATION FOR A PORTION OF APN: 196-03-03

SEWER PUMP STATION SITE

THIS LAND DEDICATION (this "**Dedication**") is made by LIT INDUSTRIAL LIMITED PARTNERSHIP, a California corporation ("**Owner**"), to and for the benefit of the CITY OF LATHROP, a municipal corporation ("**City**"), as of the date of recording.

RECITALS

A. Owner is the owner of real property, Assessor's Parcel Number (APN) 196-03-03, located in the City of Lathrop, County of San Joaquin, State of California, as more particularly described in Exhibit A attached hereto ("**Property**").

B. Pursuant to condition 15 of the Minor Site Plan Review, dated June 29, 2017, for the UPS Phase II Expansion Project, File No. MSPR-17-043, Owner is required to dedicate a portion of said Property, depicted on Exhibit B and incorporated herein ("**Sanitary Sewer Pump Station Property**"), to the City.

WITH REFERENCE TO THE FACTS DESCRIBED ABOVE, City and Owner agree as follows:

Section 1. Owner does hereby make an irrevocable offer to dedicate the Sanitary Sewer Pump Station Property to the City for the future site of the City sewer pump station.

Section 2. City accepted offer of dedication pursuant to Resolution 19-____, including maintenance and management of the Sanitary Sewer Pump Station Property and any improvements located thereon.

Section 3. Owner and City hereby consent to the recordation of this Dedication in the Official Records of the County of San Joaquin, at which time Owner shall have no further obligations or liability with respect to the Sanitary Sewer Pump Station Property, and the City shall defend, indemnify, and hold harmless the Owner from all actions, claims, costs, liabilities, proceedings and/or requirements relating to or arising in connection with the Sanitary Sewer Pump Station Property.

Section 4. City accepts the Sanitary Sewer Pump Station Property on as “as-is”, “where-is” and “with all faults” basis”. Owner has no obligation to repair or correct any such conditions or defects or compensate City for any condition or defect affecting the Sanitary Sewer Pump Station Property.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Owner has properly executed, and City has hereby accepted, this Dedication as follows:

LIT INDUSTRIAL LIMITED PARTNERSHIP,
a California corporation

By: _____

Name: _____

Title: _____

CITY OF LATHROP,
a municipal corporation in the
County of San Joaquin, State of California

By: _____
Stephen J. Salvatore
City Manager

APPROVED AS TO FORM:

By: _____
Salvador Navarrete
City Attorney

RECORDING REQUESTED BY

Chicago Title Insurance Company
FSST-TO15000356
WHEN RECORDED RETURN TO and
MAIL TAX STATEMENTS TO

LIT Industrial Limited Partnership
c/o Clarion Partners
1717 McKinney, Suite 1900
Dallas, Texas 75202
Attn: Dayton Conklin

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 196-030-030-000

GRANT DEED

The undersigned grantor declares:

Documentary transfer tax is: \$10,953.00

- Computed on full value of property conveyed, or
 Computed on full value less value of liens and encumbrances remaining at time of sale.
 Unincorporated area: City of Lathrop, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LN HARLAN REAL ESTATE LLC, a Washington limited liability company ("**Grantor**"), hereby grants to LIT INDUSTRIAL LIMITED PARTNERSHIP, a Delaware partnership ("**Grantee**"), the real property located in the City of Lathrop, County of San Joaquin, State of California, described as follows:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION
(APN: 196-030-030-000)

[Signature and notary acknowledgment on following page]

Executed as of April 23, 2015.

GRANTOR:

LN HARLAN REAL ESTATE LLC,
a Washington limited liability company

By LN Real Estate LLC,
a Washington limited liability company,
its Sole Member and Manger

By Laird Norton Real Estate Inc.,
a Washington corporation
Its Sole Member and Manager

By: *Nick A. Pavelich*
Nick A. Pavelich
Its President

STATE OF WASHINGTON

} ss.

COUNTY OF KING

On April 23, 2015, before me, a licensed notary public, personally appeared NICK A. PAVELICH, to me known to be the President of Laird Norton Real Estate, Inc., a Washington corporation, which is sole member of LN Real Estate LLC, a Washington limited liability company, which is sole member of LN Harlan Real Estate LLC, a Washington limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jennifer Polson
Printed Name Jennifer Polson
Notary Public in and for the State of Washington,
residing at King
My Commission Expires 10-20-18

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN, DESCRIBED AS FOLLOWS:

That certain parcel of land situated in the County of San Joaquin, State of California, being a portion of Parcels B and C of the Parcel Map recorded in Book 9, at Page 208 of Parcel Maps, and located in the North half of Section 14, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, described as follows:

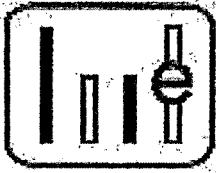
Commencing at an iron rod marking the point of intersection of the Southerly line of Roth Road (60 feet wide), with the Westerly line of land (400 feet wide) of Southern Pacific Transportation Company, acquired by virtue of Act of Congress of July 1, 1862; thence South 0°11'52" West, along said Westerly line being parallel with and distant 200.00 feet Westerly, measured at right angles, from the original located center line of said Company's main tract (Tracy - Sacramento), 1317.92 feet to the True Point of Beginning of the parcel of land to be described; thence continuing South 0°11'52" West, along said Westerly line, 880.00 feet; thence South 89°50'00" West, 2142.17 feet to the point on the Easterly line of Harlan Road (60 feet wide); thence North 10°10'00" East, along said Easterly line and also the Westerly line of that certain 17.261 acre parcel of land described in the deed dated June 18, 1959 from Benjamin L. Remington to Central Pacific Railway Company, recorded June 19, 1959 in Book 2190 of Official Records, Page 444, Records of said County, 742.62 feet to an angle point therein; thence North 11°09'30" East, continuing along said Easterly line and also last said Westerly line 152.35 feet to the Northwest corner of Parcel B of that certain parcel map filed for record on December 24, 1980 in Book 9 or Parcel Maps, Page 208, Records of San Joaquin County; thence leaving said Easterly line North 89°46'51" East, continuing along last said Westerly line and also the Northerly line of said Parcel B, a distance of 1191.84 feet to an angle point in last said Westerly line; thence leaving last said Westerly line North 89°54'38" East, 792.80 feet to the Actual Point of Beginning, containing an area of 41.731 acres, more or less.

Excepting therefrom:

That portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; as excepted in the deed from Southern Pacific Transportation Company, a Delaware corporation, recorded August 11, 1986, as Instrument No: 86-64096.

Assessor's Parcel Number 196-030-030-000

END OF LEGAL DESCRIPTION



Wong Engineers, Inc.

4578 Feather River Drive, Suite A
Stockton, California 95219
Phone (209) 476-0011 Fax (209) 476-0135

Zachary C. Wong P.E., P.L.S.

DATE: MARCH 2, 2018

DESCRIPTION OF DEDICATION FOR SANITARY SEWER PUMP STATION

A PORTION OF PARCELS B AND C IN BOOK 9 OF PARCEL MAPS , PAGE 208, FILED FOR RECORD, DECEMBER 24, 1980 AND LOCATED IN THE NORTH HALF OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD MARKING THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF ROTH ROAD (60 FEET WIDE), WITH THE WESTERLY LINE OF LAND (400 FEET WIDE) OF SOUTHERN PACIFIC TRANSPORTATION COMPANY, ACQUIRED BY VIRTUE OF ACT OF CONGRESS OF JULY 1, 1862; THENCE SOUTH $0^{\circ}11'52''$ WEST, 1317.92 FEET ALONG SAID WESTERLY LINE BEING PARALLEL WITH AND DISTANT 200.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE ORIGINAL LOCATED CENTER LINE OF SAID COMPANY'S MAIN TRACT (TRACY – SACRAMENTO) TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN GRANT DEED DOCUMENT NUMBER 2015-046400, RECORDED APRIL 24, 2015; CONTINUING THENCE ALONG SAID EAST LINE OF SAID PROPERTY, SOUTH $0^{\circ}11'52''$ WEST, 880.00 FEET TO THE SOUTHEAST CORNER OF SAID DESCRIBED PROPERTY; THENCE ALONG SAID SOUTH LINE, SOUTH $89^{\circ}50'00''$ WEST, 2026.59 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; CONTINUING THENCE ALONG SAID SOUTH LINE, SOUTH $89^{\circ}50'00''$ WEST, 114.97' TO THE POINT ON THE EASTERLY LINE OF HARLAN ROAD (60 FEET WIDE); THENCE ALONG SAID EAST LINE OF HARLAN ROAD; NORTH $10^{\circ}10'00''$ EAST, 19.59 FEET; THENCE SOUTH $89^{\circ}50'00''$ WEST, 29.48 FEET; THENCE NORTH $10^{\circ}10'00''$ EAST, 41.02 FEET; THENCE SOUTH $70^{\circ}44'47''$ EAST, 80.13 FEET; THENCE SOUTH $01^{\circ}28'36''$ WEST, 33.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL CONTAINING 4,376 SQUARE FEET MORE OR LESS.

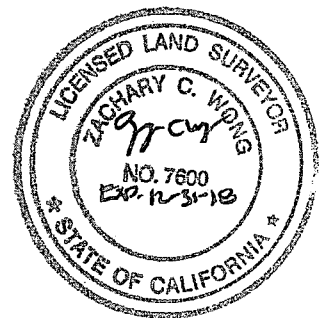
EXCEPTING THEREFROM:

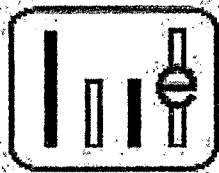
THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; AS EXCEPTED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, RECORDED AUGUST 11, 1986, AS INSTRUMENT NO. 86-64096.

END OF DESCRIPTION.

ATTACHED IS A PLAT ENTITLED EXHIBIT "B" WHICH BY REFERENCE IS MADE PART THEREOF.

PREPARED BY: 
ZACHARY C. WONG, LS 7600





Wong Engineers, Inc.
4578 Feather River Drive. Suite A
Stockton, California 95219
Phone (209) 476-0011 Fax (209) 476-0135

Zachary C. Wong P.E., P.L.S.

Job No. 3834
Pilot Flying J – Harlan Road
Date: 3-2-2018

=====
Parcel Summary
Map Check Data
=====

Parcel name: DEDICATION OF SANITARY SEWER PUMP STATION

North: 2132730.2985' East: 6335884.4588'

Segment #1 : Line

Course: S89°50'00"W Length: 85.44'
North: 2132730.0500' East: 6335799.0192'

Segment #2 : Line

Course: N10°10'00"E Length: 60.24'
North: 2132789.3441' East: 6335809.6523'

Segment #3 : Line

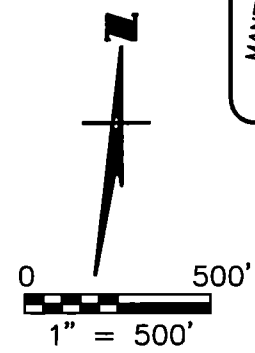
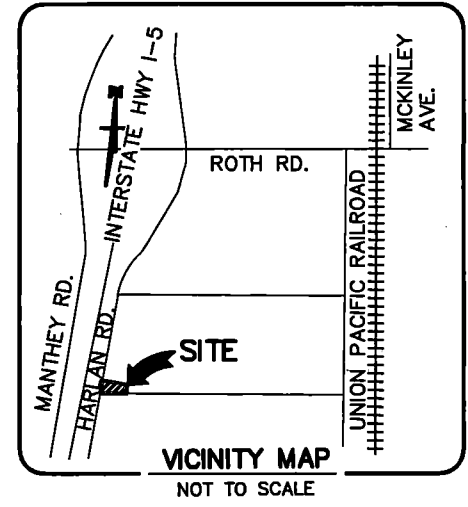
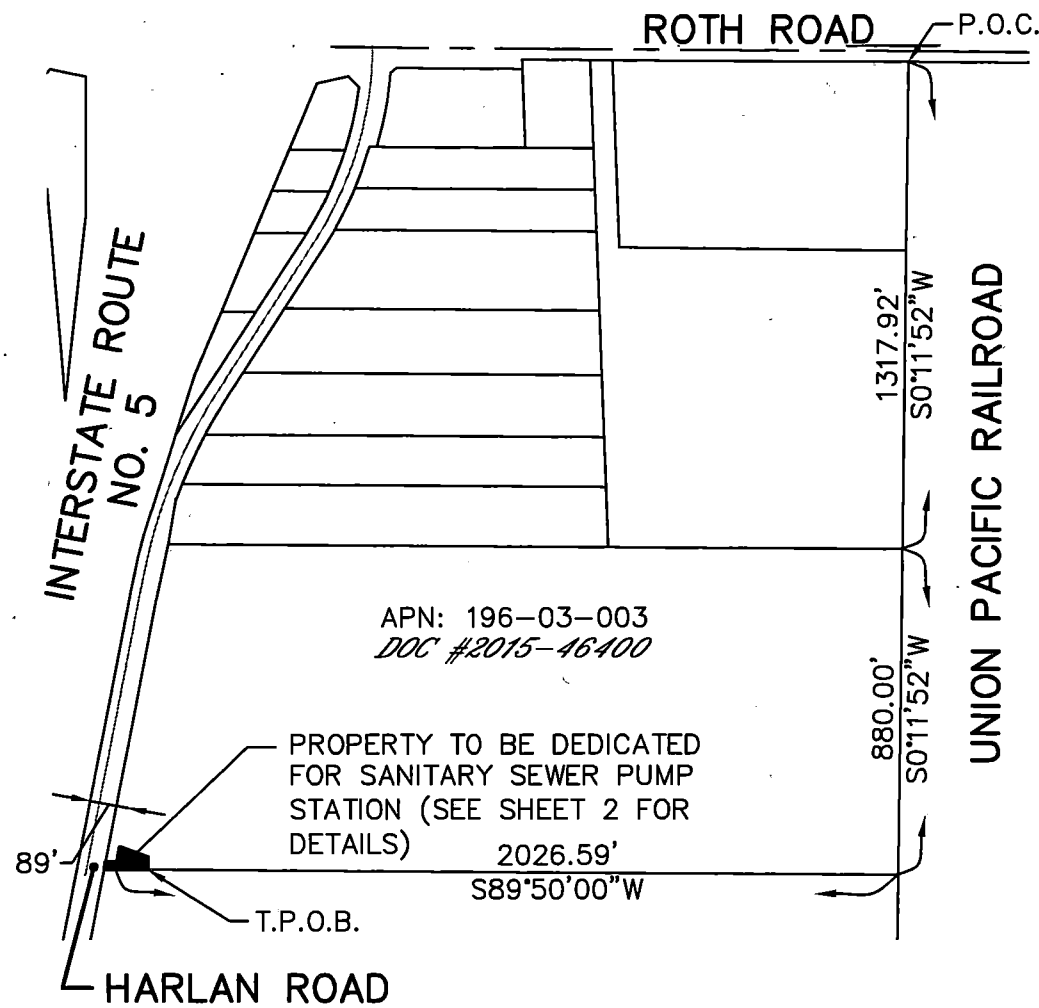
Course: S70°53'24"E Length: 79.98'
North: 2132763.1600' East: 6335885.2247'

Segment #4 : Line

Course: S1°19'46"W Length: 32.87'
North: 2132730.2989' East: 6335884.4621'

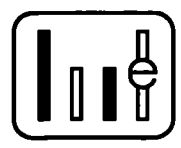
Perimeter: 258.54' Area: 3783.81 Sq. Ft.
Error Closure: 0.0033 Course: N83°28'09"E
Error North: 0.00038 East: 0.00328

Precision 1: 78342.42



LEGEND

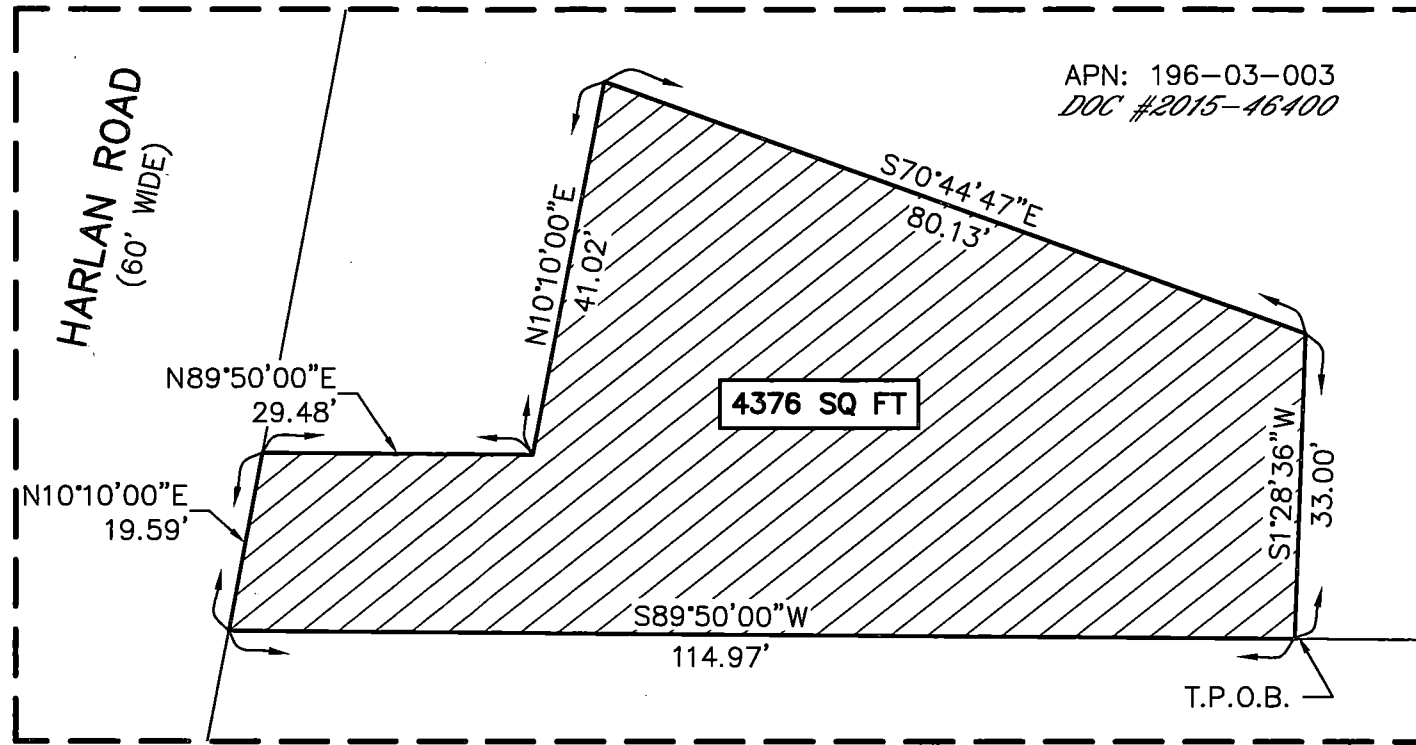
- DOC DENOTES DOCUMENT NUMBER
- P.U.E. DENOTES PUBLIC UTILITY EASEMENT
- P.O.C. DENOTES POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- EX. DENOTES EXISTING



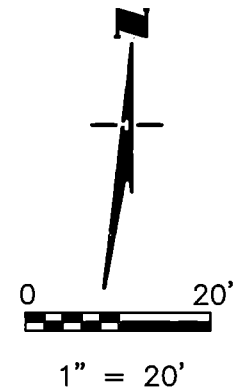
WONG ENGINEERS, INC.
 PLANNING ENGINEERING SURVEYING
 4578 FEATHER RIVER DRIVE, SUITE A
 STOCKTON, CALIFORNIA (209) 476-0011
 MARCH 2, 2018 SHEET 1 OF 2

EXHIBIT "B"
PLAT OF DEDICATION
SANITARY SEWER PUMP
STATION & ACCESS ROAD

Exhibit B

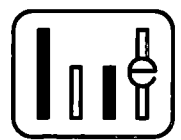


APN: 196-03-003
 DOC #2015-46400



DETAIL

SCALE: 1" = 20'



WONG ENGINEERS, INC.
 PLANNING ENGINEERING SURVEYING
 4578 FEATHER RIVER DRIVE, SUITE A
 STOCKTON, CALIFORNIA (209) 476-0011
 MARCH 2, 2018 SHEET 2 OF 2

EXHIBIT "B"
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Exhibit B