

## ITEM 4.19

### CITY MANAGER'S REPORT JUNE 8, 2020 CITY COUNCIL REGULAR MEETING

**ITEM:** **ACCEPT DEDICATION OF COMMUNICATION TOWER SITE, ACCEPT IRREVOCABLE OFFER OF DEDICATION FOR J7 STREET AND APPROVE AGREEMENT FOR CONSTRUCTION AND OPERATION OF THE TOWER**

**RECOMMENDATION:** **Adopt Resolution Accepting Dedication of Communication Tower Site, Accepting Irrevocable Offer of Dedication for J7 Street and Approving an Agreement with River Islands Employment Center, LLC for Construction and Operation of a Communications Tower in River Islands**

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#### **SUMMARY:**

River Islands Development, LLC, ("RID") is completing construction of a large utility facility that includes water tanks, a water booster pump station, a major sewer pump station, and a SCADA tower. RID has developed a communications tower site ("Site") within the Employment Center District of the River Islands at Lathrop project for the purpose of erecting a communications tower ("Tower") to serve national cellular communication providers ("Providers"), including the City of Lathrop ("City"), River Islands, related public agencies and possibly Lathrop Manteca Fire District.

RID transferred the land within the Employment Center to River Islands Employment Center, LLC (RI-EC), the entity with whom the City will enter into the Agreement for Construction and Operations of a Communications Tower in River Islands ("Agreement"). It has been determined that the additional height of the Tower can only be allowed if the facility is owned by the City of Lathrop, and so RI-EC is offering to dedicate the Site and the Tower to the City of Lathrop, pending approval of the Agreement in order to share the revenue from cell tower lease payments. The City of Lathrop desires to accept the Site dedicated by RI-EC at this time, and will accept the Tower once the improvement are complete, and the City desires to enter into the Agreement with RI-EC in order to share the revenue from cell tower lease payments.

RI-EC prepared a Grant Deed and legal property description to be used for the dedication of the Site to CITY, provided legal access to the Site as provided by an Irrevocable Offer of Dedication ("IOD") for future J7 Street, and City staff and RI-EC negotiated an Agreement for Construction and Operation of a Communications Tower in River Islands to identify how revenue from the Tower will be shared.

**CITY MANAGER'S REPORT** **Page 2**  
**JUNE 8, 2020 CITY COUNCIL REGULAR MEETING**  
**ACCEPT TOWER SITE AND AGREEMENT FOR CONSTRUCTION AND**  
**OPERATION OF THE TOWER**

Staff recommends the City Council of the City of Lathrop:

- Accept dedication of the communications tower site located in the Employment Center area of River Islands,
- Accept the Irrevocable Offer of Dedication of Easement for Public Roadway Purposes and Public Utility Easement (J7 Street), and
- Approve an Agreement with River Islands Employment Center, LLC for Construction and Operation of a Communications Tower in River Islands.

**BACKGROUND:**

River Islands Development, LLC, ("RID") the developer for the River Islands Project, is required under various entitlements to construct certain public facilities and infrastructure that will be of benefit to their property. RID is completing construction of a large utility facility that includes water tanks, a water booster pump station, a major sewer pump station, and a SCADA tower. RID has developed a communications tower site ("Site") within the Employment Center District of the River Islands at Lathrop project for the purpose of erecting a communications tower ("Tower") to serve national cellular communication providers ("Providers"), including the City, River Islands, related public agencies and possibly Lathrop Manteca Fire District.

RID transferred the land within the Employment Center to River Islands Employment Center, LLC (RI-EC), the entity with whom the City will enter into the Agreement for Construction and Operations of a Communications Tower in River Islands ("Agreement"). It has been determined that the additional height of the Tower can only be allowed if the facility is owned by the City of Lathrop, and so RI-EC is offering to dedicate the Site and the Tower to the City of Lathrop, pending approval of the Agreement in order to share the revenue from cell tower lease payments. The City of Lathrop desires to accept the Site dedicated by RI-EC at this time, and accept the Tower when the improvements to the Tower and the Site are complete, and the City desires to enter into the Agreement with RI-EC in order to share the revenue from cell tower lease payments. The City and RI-EC also wish to document in the Agreement the terms and conditions to which the revenues received from use of the Tower are distributed and how the Tower is maintained and operated.

The Agreement identifies funds already spent and intended to be spent by RI-EC on the Site and Tower in Agreement Exhibit C, and identifies the portion of these costs of improvements that were the minimum required of RI-EC in Agreement Exhibit C, with the difference being the Excess Costs, in Agreement Exhibit C, by RI-EC to build the larger Tower and expanded improvements at the Site to allow cell companies to locate their facilities on the Tower. The Agreement then allocates 75% of the lease revenue to RI-EC and 25% to the City, until the Excess Costs are reimbursed. Once the Excess Costs have been fully reimbursed, RI-EC and the City will share lease revenue with each receiving 50%.

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**JUNE 8, 2020 CITY COUNCIL REGULAR MEETING**  
**ACCEPT TOWER SITE AND AGREEMENT FOR CONSTRUCTION AND**  
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RI-EC prepared a Grant Deed and legal property description for the Site as included in Agreement A to be used for the dedication of the Site to CITY, and CITY desires to accept the parcel shown along with the legal access to the Site as provided by an IOD for future J7 Street as included as Agreement B.

Two cellular communications companies have requested space on the Tower. The City must first take ownership of the Site before space on the cell Tower can be leased to cellular communications companies. The final determination of the value of the 120-foot tall cell tower, versus the otherwise required SCADA tower and facilities, is being negotiated with the City Manager. Rather than delay acceptance of the Cell Site, staff is asking Council to grant authority to the City Manager to resolve the determination of the value of the 120-foot SCADA tower and cell facilities that are in excess of the otherwise required SCADA tower. Entering into lease agreements now does not create an issue, as those lease agreements will not take effect until the Tower is complete.

Staff recommends the City Council of the City of Lathrop adopt a resolution to:

- Accept dedication (Attachment "B") of the communications tower site located in the Employment Center area of River Islands, and
- Accept the Irrevocable Offer of Dedication (Attachment "C") of Easement for Public Roadway Purposes and Public Utility Easement (J7 Street), and
- Approve an Agreement (Attachment "D") with River Islands Employment Center, LLC for Construction and Operation of a Communications Tower in River Islands, with the understanding that the City Manager will resolve the determination of the value of the 120-foot SCADA tower and cell facilities that are in excess of the otherwise required SCADA tower.

**REASON FOR RECOMMENDATION:**

Acceptance of the Site dedication is required before the City can enter into lease agreements with cellular communications companies. Acceptance of the Irrevocable Offer of Dedication is required to provide access to the Site. Once the J7 Street improvements are completed, the City will accept dedication of that street. And finally, approval of the Agreement with River Islands Employment Center, LLC for Construction and Operation of a Communications Tower in River Islands will repay the developer for the cost of the higher tower, and will provide the City with funds to maintain the Tower and the Site. The City will accept dedication of the Tower once the improvements to the Site are complete.

**FISCAL IMPACT:**

**CITY MANAGER'S REPORT** **Page 4**  
**JUNE 8, 2020 CITY COUNCIL REGULAR MEETING**  
**ACCEPT TOWER SITE AND AGREEMENT FOR CONSTRUCTION AND**  
**OPERATION OF THE TOWER**

Lease payments will fully fund maintenance of the Site and the Tower, and will repay RI-EC for the cost of increasing the tower height. The portion of lease payments retained by the City is adequate for maintenance, and income in excess of the costs of maintenance will be available to the City for any use.

**ATTACHMENTS:**

- A. Resolution Accepting Dedication of Communication Tower Site, Accepting Irrevocable Offer of Dedication for J7 Street and Approving an Agreement with River Islands Employment Center, LLC for Construction and Operation of a Communications Tower in River Islands
- B. Grant Deed for Communications Tower Site
- C. Irrevocable Offer of Dedication of Easement for Public Roadway Purposes and Public Utility Easement (J7 Street)
- D. Agreement by and Between City of Lathrop and River Islands Employment Center, LLC, for Construction and Operation of a Communication Tower in River Islands
- E. Site Plan for Communications Tower Site in River Islands

**CITY MANAGER'S REPORT**  
**JUNE 8, 2020 CITY COUNCIL REGULAR MEETING**  
**ACCEPT TOWER SITE AND AGREEMENT FOR CONSTRUCTION AND**  
**OPERATION OF THE TOWER**

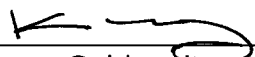
**APPROVALS:**

  
\_\_\_\_\_  
Tony Fernandes  
Chief Information Officer

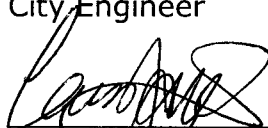
5-29-2020  
Date

  
\_\_\_\_\_  
Michael King  
Public Works Director

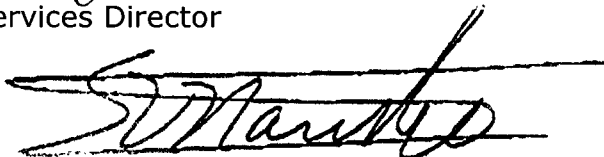
5-29-2020  
Date

 FOR  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer

5-29-2020  
Date

  
\_\_\_\_\_  
Cari James  
Finance and Administrative  
Services Director

5-29-2020  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

5/21/2020  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

6-3-2020  
Date

## RESOLUTION NO. 20-

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING DEDICATION OF COMMUNICATION TOWER SITE, ACCEPTING IRREVOCABLE OFFER OF DEDICATION FOR J7 STREET AND APPROVING AN AGREEMENT WITH RIVER ISLANDS EMPLOYMENT CENTER, LLC FOR CONSTRUCTION AND OPERATION OF A COMMUNICATIONS TOWER IN RIVER ISLANDS**

**WHEREAS**, River Islands Development, LLC, ("RID") the developer for the River Islands Project, is required under various entitlements to construct certain public facilities and infrastructure that will be of benefit to their property; and

**WHEREAS**, RID is completing construction of a large utility facility that includes water tanks, a water booster pump station, a major sewer pump station, and a SCADA tower; and

**WHEREAS**, RID has developed a communications tower site ("Site") within the Employment Center District of the River Islands at Lathrop project for the purpose of erecting a communications tower ("Tower") to serve national cellular communication providers ("Providers"), including the City, River Islands, related public agencies and possibly Lathrop Manteca Fire District; and

**WHEREAS**, RID has transferred the land within the Employment Center to River Islands Employment Center, LLC (RI-EC), the entity with whom the City will enter into the Agreement for Construction and Operations of a Communications Tower in River Islands ("Agreement"); and

**WHEREAS**, it has been determined that the additional height of the Tower can only be allowed if the facility is owned by the City of Lathrop, so RI-EC is offering to dedicate the Site and the Tower to the City of Lathrop, pending approval of the Agreement in order to share the revenue from cell tower lease payments; and

**WHEREAS**, the City and RI-EC also wish to document in the Agreement the terms and conditions to which the revenues received from use of the Tower are distributed and how the Tower is maintained and operated; and

**WHEREAS**, the City of Lathrop desires to accept the Site dedicated by RI-EC, will accept the Tower once all improvements are complete, and enter into the Agreement with RI-EC in order to share the revenue from cell tower lease payments; and

**WHEREAS**, RI-EC has caused to be prepared a Grant Deed and legal property description for the Site to be used for the dedication of the Site to the City, and the City desires to accept the parcel along with the legal access to the Site as provided by an Irrevocable Offer of Dedication ("IOD") for future J7 Street; and

**WHEREAS**, two cellular communications companies have requested space on the Tower, and the City must first take ownership of the Site before space on the cell Tower can be leased; and

**WHEREAS**, the final determination of the value of the 120-foot tall cell tower versus the otherwise required SCADA tower and facilities, is being negotiated with the City Manager, and rather than delay acceptance of the Cell Site, staff is asking Council to grant authority to the City Manager to resolve the determination of the value of the 120-foot SCADA tower and cell facilities that are in excess of the otherwise required SCADA tower.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby accept dedication of the communications tower site located in the Employment Center area of River Islands, and directs the City Clerk to record the grant deed; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby accept the Irrevocable Offer of Dedication of Easement for Public Roadway Purposes and Public Utility Easement (J7 Street), and directs the City Clerk to record the Irrevocable Offer; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve an Agreement with River Islands Employment Center, LLC for Construction and Operation of a Communications Tower in River Islands, with the understanding that the City Manager will resolve the determination of the value of the 120-foot SCADA tower and cell facilities that are in excess of the otherwise required SCADA tower.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of June 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

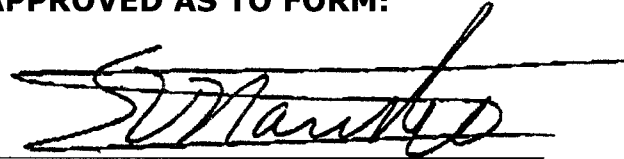
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



**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 11922)*



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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

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

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

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

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

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

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

C. All oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing, that may be within or under the Land, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said Land or any other land including the right to whipstock or directionally drill and mine from lands other

than the Land, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore or operate through the surface or the upper five hundred feet (500') of the subsurface of the Land.

D. The right to place on, under or across the Land, transmission lines and other facilities for a community antenna television system and thereafter to own and convey such lines and facilities, and the right to enter upon the Land to service, maintain, repair, reconstruct and replace said lines and facilities; provided, however, that the exercise of such rights shall not unreasonably interfere with Grantee's reasonable use and enjoyment of the Land.

E. Nonexclusive easements in gross on, over and under the Land for the construction, installation and maintenance of electric, gas, telephone, water, sewer and drainage facilities, provided that the construction and installation of such facilities shall not unreasonably interfere with Grantee's reasonable use and enjoyment of the Land. Grantor shall give to Grantee thirty (30) days written notice before exercising the foregoing easement in gross except in case of an emergency and shall restore the surface of the easement to its condition immediately prior to Grantor's entry. Grantor shall exert its best efforts to ensure that such facilities are located within rights of way and utility areas, and under no circumstances shall such facilities be placed under building pads. Except as such easements have been conveyed to a utility company or other public or quasi-public entity, said easements in favor of Grantor shall automatically terminate and be of no further force or effect as to any portion of the Land upon the conveyance thereof to a buyer or other transferee who is entitled to receive by reason of such conveyance a Subdivision Public Report pursuant to California Business and Professions Code Section 11018.2 or any similar statute hereafter in effect, or upon conveyance to an association whose members consist in whole or in part of such buyers or other transferees.

SUBJECT TO:

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

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of June \_\_\_\_, 2020.

GRANTOR:

**RIVER ISLANDS EMPLOYMENT CENTER, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Susan Dell'Osso, President

**ATTACH NOTARY ACKNOWLEDGMENT**

**EXHIBIT A**

**Legal Description of Land**

**(Attached)**

**LEGAL DESCRIPTION  
COMMUNICATION SITE  
RIVER ISLANDS  
LATHROP, CALIFORNIA**

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

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

BEGINNING AT A POINT ON THE EAST LINE OF J7 COURT, AS SAID COURT IS DESCRIBED IN DOCUMENT NO. 2020-\_\_\_\_\_, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG SAID EAST LINE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 56.00 FEET, FROM WHICH POINT THE RADIUS POINT BEARS SOUTH 50°36'58" WEST, THROUGH A CENTRAL ANGLE OF 05°11'29", AN ARC DISTANCE OF 5.07 FEET;

THENCE, ALONG A REVERSE CURVE, HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 44°34'31", AN ARC DISTANCE OF 13.23 FEET;

THENCE, NORTH 24.30 FEET;

THENCE, LEAVING SAID EAST LINE, EAST 90.00 FEET;

THENCE, SOUTH 40.00 FEET;


THENCE, WEST 81.72 FEET TO SAID POINT OF BEGINNING.

CONTAINING 3,557 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION

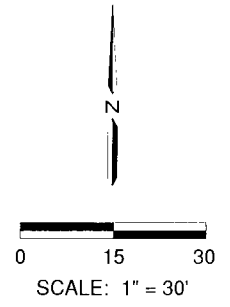
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

  
\_\_\_\_\_  
WILLIAM M. KOCH  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 8092



5/28/20  
DATE

GOLDEN VALLEY PARKWAY (DOCUMENT NO. 2019-070952)



J7 COURT (DOCUMENT NO. 2020- )

POINT OF BEGINNING

N50°36'58"E 56.00'(R)

R=56.00'  
Δ=100°06'03" L=97.87'

N00°00'00"W 180.77'  
141.97'

14.50'

N90°00'00"W 634.85'

N90°00'00"E 90.00'

PROPOSED  
COMMUNICATION  
SITE  
3,557 S.F.

N00°00'00"E 40.00'

N90°00'00"W 81.72'

PARCEL 1 (42 MP 56)

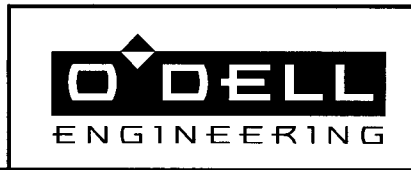
CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	17.00'	44°34'31"	13.23'
C2	56.00'	5°11'29"	5.07'

PLAT

RIVER ISLANDS			
COMMUNICATION SITE			
SCALE:	1"=30'	DATE:	2020-05-20
JOB NO.:	25503		
FILE:	25503-PLAT-COMMUNICATION SITE.DWG		

1  
OF  
1



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

**RECORDING REQUESTED BY, AND**

WHEN RECORDED MAIL TO:

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 11922)*



**COPY**

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT  
FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT  
(J7 STREET)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVER ISLANDS EMPLOYMENT CENTER, LLC**, a Delaware limited liability company, (“**Grantor**”) hereby grant(s) to the **CITY OF LATHROP**, a municipal corporation (“**Grantee**”) in the County of San Joaquin, State of California, an easement for ingress, egress and road purposes, and a public utility easement (PUE), over and across the hereinafter described real property situated in City of Lathrop and more particularly described as follows:

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

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

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

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of June \_\_\_\_, 2020.

GRANTOR:

**RIVER ISLANDS EMPLOYMENT CENTER, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Susan Dell'Osso, President

[ATTACH NOTARY ACKNOWLEDGMENT]



EXHIBIT A  
LEGAL DESCRIPTION  
ROADWAY DEDICATION AND ADJACENT PUBLIC UTILITY EASEMENT  
(J7 STREET)

(See Attached)

March 11, 2020

EXHIBIT A

LEGAL DESCRIPTION  
IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES  
(J7 COURT)  
RIVER ISLANDS  
LATHROP, CALIFORNIA

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

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

BEGINNING AT A POINT ON THE SOUTH LINE OF GOLDEN VALLEY PARKWAY, EAST 118.05 FEET FROM THE WESTERLY TERMINUS OF COURSE L9, AS SHOWN ON SHEET 3 OF EXHIBIT B OF DOCUMENT NO. 2019-070952;

THENCE ALONG SAID SOUTH LINE, EAST 130.00 FEET;

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

THENCE, SOUTH 180.77 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 44°34'31", AN ARC DISTANCE OF 13.23 FEET;

THENCE, ALONG A REVERSE CURVE, HAVING A RADIUS OF 56.00 FEET, THROUGH A CENTRAL ANGLE OF 269°09'02", AN ARC DISTANCE OF 263.06 FEET;

THENCE, ALONG A REVERSE CURVE, HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 44°34'31", AN ARC DISTANCE OF 13.23 FEET;

THENCE, NORTH 180.77 FEET;

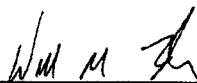
THENCE, NORTH 45°00'00" WEST 42.43 FEET TO SAID POINT OF BEGINNING.

CONTAINING 25,459 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION

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

  
\_\_\_\_\_  
WILLIAM M. KOCH  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 8092



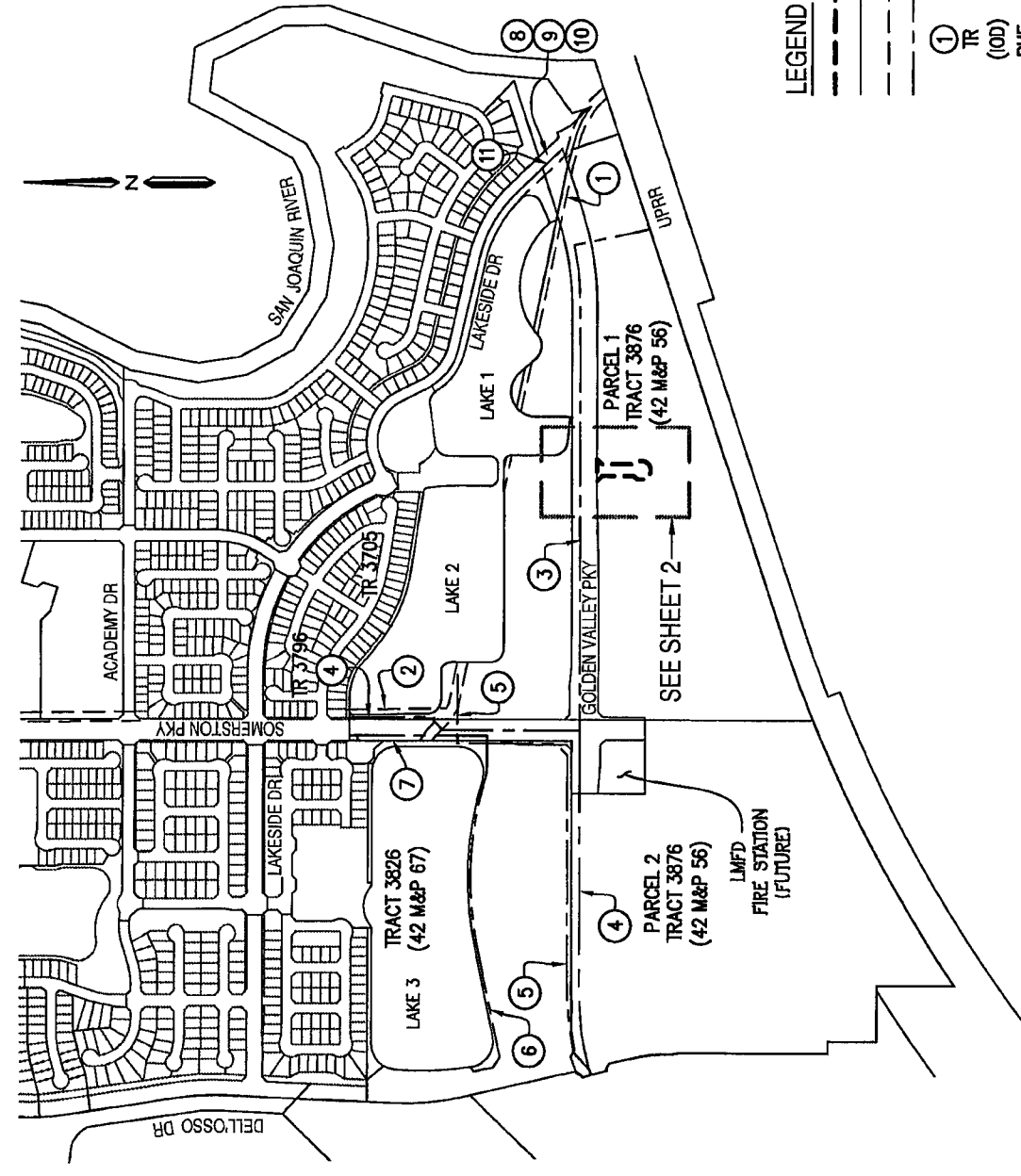
3/12/20  
DATE

**EASEMENTS**

- ① 60' ROADWAY EASEMENT IN FAVOR OF THE COUNTY OF SAN JOAQUIN COUNTY PER 199 OR 212, S.J.C.R. (STEWART ROAD)
- ② 60' ROADWAY EASEMENT IN FAVOR OF THE COUNTY OF SAN JOAQUIN COUNTY PER 408 OR 95, S.J.C.R. (COHEN ROAD)
- ③ 15' RECYCLED WATER LINE EASEMENT IN FAVOR OF THE CITY OF LATHROP PER 2006-119379, S.J.C.R.
- ④ 15' RECYCLED WATER LINE EASEMENT IN FAVOR OF THE CITY OF LATHROP PER 2006-119380, S.J.C.R.
- ⑤ DISCHARGE EASEMENT IN FAVOR OF RIVER ISLANDS PUBLIC FINANCING AUTHORITY PER 2014-083240, S.J.C.R.
- ⑥ LAKE FILL PIPELINE EASEMENT IN IN FAVOR OF RIPFA PER 2016-156568, S.J.C.R.
- ⑦ FUTURE ROADWAY EASEMENT FOR SOMERSTON PARKWAY, SHOWN AS EASEMENT E15 ON TRACT 3876 (42 M&P 56)
- ⑧ PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER 2013-111673, S.J.C.R.
- ⑨ PUBLIC ACCESS EASEMENT IN FAVOR OF THE CITY OF LATHROP PER 2013-111676, S.J.C.R.
- ⑩ IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR ROADWAY PURPOSES IN FAVOR OF THE CITY OF LATHROP PER 2013-156594, S.J.C.R.
- ⑪ 40.5' WIDE PUE/PAE IN FAVOR OF THE CITY OF LATHROP PER TRACT 3704 (42 M&P 4)

**LEGEND**

- ROADWAY EASEMENT (100)
- LOT LINE/RIGHT OF WAY LINE
- EASEMENT (AS NOTED)
- CENTERLINE
- ① EASEMENT REFERENCE NUMBER
- TR DENOTES TRACT
- (100) IRREVOCABLE OFFER OF DEDICATION
- PUE PUBLIC UTILITY EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- LMFD LATHROP/MANATECA FIRE DISTRICT



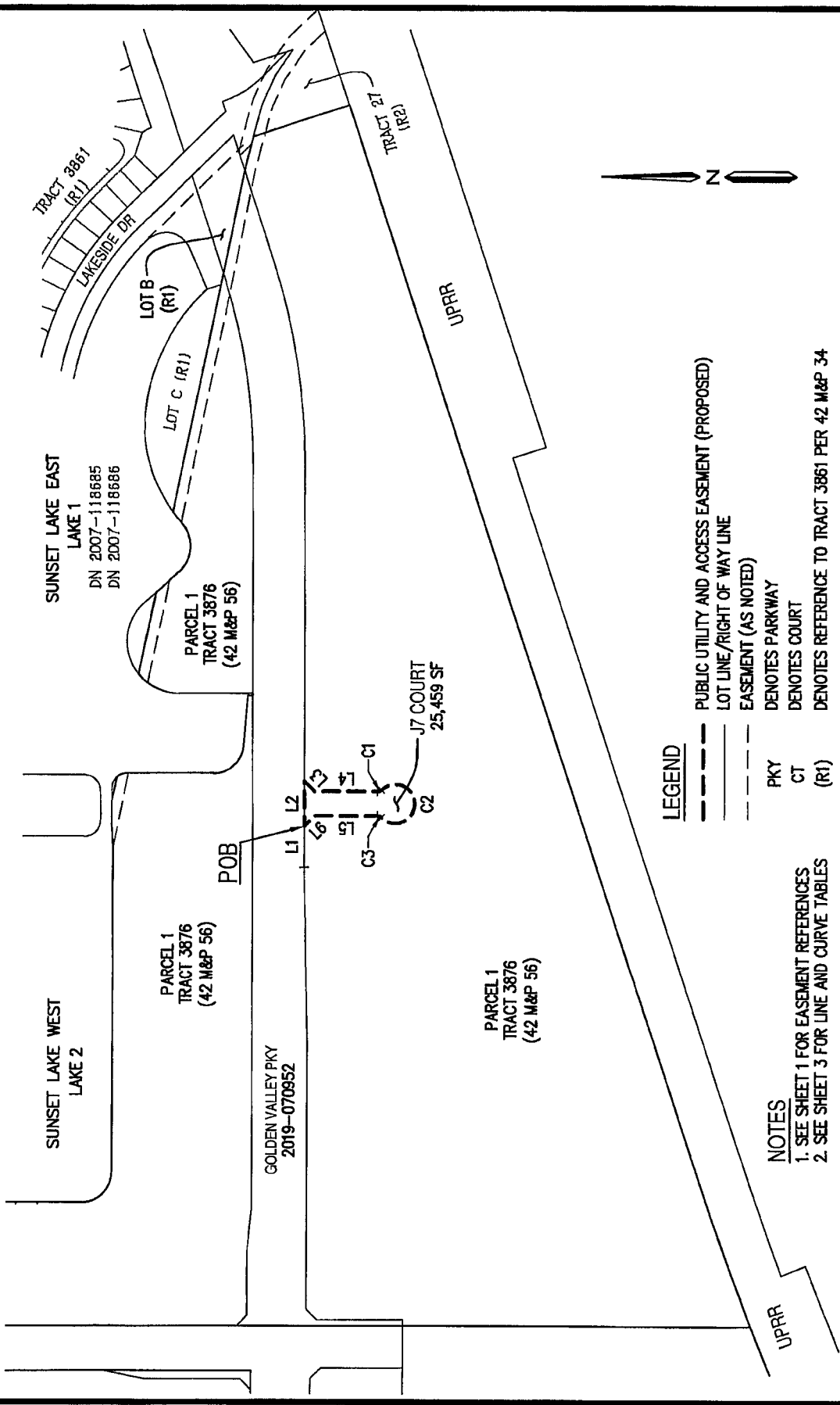
OVERALL MAP  
EXHIBIT B



SCALE: 1"=1000'
DRAWN BY: BW
FILE: 25500 PLAT J7_100.DWG
DATE: 3/11/20
SHEET: 1 OF 3

RIVER ISLANDS - PHASE 1B  
J7 COURT  
IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES  
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA





**LEGEND**

- PUBLIC UTILITY AND ACCESS EASEMENT (PROPOSED)
- LOT LINE/RIGHT OF WAY LINE
- EASEMENT (AS NOTED)
- PKY DENOTES PARKWAY
- CT DENOTES COURT
- (R1) DENOTES REFERENCE TO TRACT 3861 PER 42 M&P 34

**NOTES**

1. SEE SHEET 1 FOR EASEMENT REFERENCES
2. SEE SHEET 3 FOR LINE AND CURVE TABLES

EXHIBIT B

SCALE: 1"=400'  
 DRAWN BY: BW  
 FILE: 25500 PLAT J7\_100.DWG  
 DATE: 3/1/20 SHEET: 2 OF 3

RIVER ISLANDS - PHASE 1B  
 J7 COURT  
 IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES  
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA



LINE TABLE		
NO	BEARING	DISTANCE
L1	EAST	118.05'
L2	EAST	130.00'
L3	N45°00'00"E	42.43'
L4	NORTH	180.77'
L5	NORTH	180.77'
L6	N45°00'00"W	42.43'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	17.00'	44°34'31"	13.23'
C2	56.00'	269°09'02"	263.06'
C3	17.00'	44°34'31"	13.23'

EXHIBIT B

RIVER ISLANDS - PHASE 1B  
J7 COURT

IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES  
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

SCALE: NO SCALE

DRAWN BY: BW

FILE: 25500 PLAT J7\_100.DWG

DATE: 3/11/20 SHEET: 3 OF 3



**AGREEMENT**

*By and Between*

**City of Lathrop, California**, a Municipal Corporation

*and*

**River Islands Employment Center, LLC**, a Delaware Limited Liability Company

*for*

**Construction and Operation of a Communications Tower in River Islands**

This Agreement (“Agreement”) is made and entered into this **8<sup>th</sup>** day of **June, 2020**, by and between the City of Lathrop, a municipal corporation (hereinafter “CITY”) and River Islands Employment Center, LLC, a Delaware limited liability company (hereinafter “River Islands”), together the “Parties.”

**RECITALS**

A. River Islands has developed a communications tower site (“Site”) within the Employment Center District of the River Islands at Lathrop project for the purpose of erecting a 120-foot communications tower (“Cell Tower”) to serve national cellular communication providers (“Providers”), including CITY, River Islands, related public agencies and possibly Lathrop Manteca Fire District.

B. The Site contains 3,557 square feet and River Islands has erected the Cell Tower capable of serving the intended users.

C. CITY has been negotiating with at least two Providers and also wishes to place its own communications equipment on the Cell Tower as outlined in this Agreement.

D. River Islands has agreed to dedicate the Site and the Cell Tower to CITY for the intended purposes described herein, subject to the terms and conditions provided in this Agreement. River Islands Development, LLC, previously transferred the Property to River Islands Employment Center, LLC, who will be signing the grant deed to the City and this Agreement.

E. River Islands was required to install an 80-foot tall SCADA tower and SCADA equipment to serve the City’s needs triggered by the River Islands project. Instead, River Islands chose to install a 120-foot tower that would allow placement by cell Providers of equipment on the Cell Tower, generating income from the leases for that cell equipment. The Parties also wish to determine the terms and conditions to which the revenues received from use of the Cell Tower are distributed and how the Cell Tower is maintained and operated.

\*\*\*\*\*

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and River Islands hereby agree as follows:

1. PROPERTY AND IMPROVEMENT ACQUISITION

a. The Parties agree that it is in the best interest of CITY, River Islands and the community at large for CITY to own and maintain the Site and Cell Tower and take and accept the Site as a property interest in fee from River Islands. To that end, CITY has negotiated with certain Providers to place its equipment on the Cell Tower for the benefit of its citizens that live and work in River Islands and the vicinity, and CITY has and will continue to expend its resources to complete these negotiations; such costs shall be reimbursed in accordance with Section 2 of this Agreement. In order for CITY to complete its negotiations with cellular communication providers, the Site must be deeded to CITY from River Islands. Acceptance of the property interest associated with the Site shall be a separate and distinct action from acceptance of the Cell Tower and its associated improvements which shall be subsequent to acceptance of the Site's property interest.

b. River Islands has caused to be prepared a Grant Deed and legal property description for the Site as included in **Exhibit A** to be used for the dedication of the Site to CITY. CITY agrees to accept the parcel shown in **Exhibit A** along with the legal access to the Site as provided by an Irrevocable Offer of Dedication ("IOD") for future J7 Street as included with **Exhibit B** of this Agreement.

c. CITY intends to install its Supervisory Control and Data Acquisition ("SCADA") system equipment on the Cell Tower. CITY shall provide an estimate of the SCADA system to determine the value of River Islands' obligation to provide a SCADA Tower and facility ("SCADA Tower") as a required public improvement; such estimate is included herein as **Exhibit C**. The balance of the improvement value of the Site and Cell Tower is subject to reimbursement to River Islands as described Section 2 of this Agreement.

2. RENT AND CAPITAL REIMBURSEMENT

a. River Islands has expended approximately \$331,234 on capital and development of the Site and the Cell Tower and is committed to continuing to expend funds to complete improvement of the Site and Cell Tower. A summary of costs expended, and to be expended, is included in **Exhibit C** to this Agreement. **Exhibit C** shall also include River Islands' share of the SCADA Tower; CITY's communication equipment as required by conditions of approval of entitlements for River. In accordance with Section 2 of this Agreement, River Islands shall be reimbursed for its costs to develop and construct the Site and Cell Tower minus its required share of the CITY's communication equipment described herein (SCADA Tower), and these are considered excess costs ("Excess Costs") and are also reflected in **Exhibit C**.

b. Amount of Excess Costs. The Parties acknowledge and agree that an updated Engineer's Cost Estimate of the Site and Cell Tower Costs has been prepared in connection with this Agreement and City's process to adopt this Agreement pursuant to Section 6(a) below.

Said Engineer's Cost Estimate, set forth in attached Exhibit C, reflects Site and Cell Tower Costs, which the Parties agree represents an accurate estimate of such costs based on reasonably available information as of the date of execution. 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 date of execution, the Engineer's Cost Estimate shall be updated, as needed, once the Site and Cell Tower are complete ("**Reconciliation Statement**"), and the Site and Cell Tower 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 reimbursement shall become available to Developer once the relevant Provider Option and Tower Lease Agreement is adopted by the City Council 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 Cell Tower 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 C; and may consist (in whole or in part) of costs documented in writing by relevant third parties working on any portion of the Site and Cell Tower facilities that reflect actual costs incurred by Developer. Notwithstanding anything to the contrary in the foregoing, any such adjusted reimbursement amount shall be applied future reimbursement payments. Once City has accepted the offer of dedication for the Site and Cell Tower 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 2b, City shall not withhold any adjusted reimbursement payments to Developer for any undisputed amounts during the audit period.

c. After successful completion of the Cell Tower and CITY's SCADA system, including inspection by CITY, CITY shall accept the Cell Tower and associated improvements and take ownership and maintenance responsibility of the facility within 60 days of such inspection by CITY.

d. After successful negotiation of contracts with each cellular communication provider, CITY shall provide 75% of the resultant revenue (rent) provided by each Provider until the Excess Costs expended by River Islands, as included in **Exhibit C**, are fully reimbursed. Payment by CITY to River Islands shall be made quarterly subsequent to receiving rent from each Provider. The remaining 25% of rent received by each Provider shall be reserved by CITY for maintenance of the Site and Cell Tower, including the cost of utilities.



e. After River Islands has been reimbursed for its Excess Costs of the Site and Cell Tower, the Parties shall share the rent generated by each Provider equally (50% each). Payment by CITY to River Islands shall be made quarterly subsequent to receiving rent from each Provider.

3. TERM

a. The initial term of this Agreement shall be one (1) year from the execution date by the Parties.

b. This Agreement shall automatically renew each year from the initial term into perpetuity unless it is: (i) terminated by mutual agreement of the Parties in writing; (ii) the Agreement, in total and not subject to Section 6.b of this Agreement, is terminated by a Court of competent jurisdiction as being, as a whole, unlawful; (iii) the need for the Site and Cell Tower are no longer necessary as deemed by CITY, in which the Site shall be deeded back to River Islands within 180 days of such determination by CITY. Termination of any lease agreement with a Provider with the City which may expire or otherwise be terminated shall not in itself be grounds for termination of this Agreement.

4. WARRANTIES

a. The Parties each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

b. River Islands represents, warrants and agrees that: (i) River Islands solely owns the Property as a legal lot in fee simple and solely owns the Cell Tower as it currently exists at the time of execution of this Agreement; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect CITY'S use of the Site and Cell Tower for its intended use; (iii) River Islands execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on River Islands; and (iv) if the Site becomes encumbered by a deed to secure a debt, mortgage or other security interest, then River Islands shall provide promptly to CITY a mutually agreeable subordination, non-disturbance and attornment agreement executed by River Islands and the holder of such security interest.

5. NOTICES

All notices, requests and demands hereunder shall be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered.

Notices will be addressed to the parties as follows:

If to CITY:                   City of Lathrop  
                                  Attn: City Clerk  
                                  390 Towne Centre Drive  
                                  Lathrop, CA 95330

If to River Islands:       River Islands Employment Center, LLC  
                                  Attn: President  
                                  73 W. Stewart Road  
                                  Lathrop, CA 95330

6.       MISCELLANEOUS PROVISIONS

a.       This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements with respect to the subject matter hereof. This Agreement may be modified only by written documents signed by all Parties.

b.       This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. If any term, covenant, condition or provision of this Agreement, or the application thereto to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenant, conditions or provisions of this Agreement, or the application thereto to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

\*\*\*\*\*

In witness whereof, the City of Lathrop and River Islands have executed this Agreement as of the date or dates set forth below.

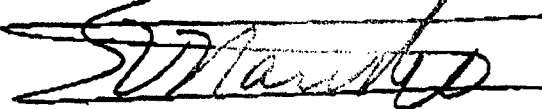
**ATTEST:**  
City Clerk of and for the City  
of Lathrop, State of California

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

BY: \_\_\_\_\_  
Teresa Vargas                      Date  
City Clerk

BY: \_\_\_\_\_  
Stephen J. Salvatore              Date  
City Manager

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

BY:  \_\_\_\_\_  
Salvador Navarrete              Date      5/28/2020  
City Attorney

**RIVER ISLANDS EMPLOYMENT CENTER, LLC,**  
a Delaware limited liability company

BY: \_\_\_\_\_  
Susan Dell'Osso,                  Date  
President

EXHIBIT A  
COMMUNICATIONS TOWER SITE  
GRANT DEED AND PROPERTY DESCRIPTION

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

 COPY

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 11922)*

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

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

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

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

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

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

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

C. All oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing, that may be within or under the Land, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said Land or any other land including the right to whipstock or directionally drill and mine from lands other

than the Land, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore or operate through the surface or the upper five hundred feet (500') of the subsurface of the Land.

D. The right to place on, under or across the Land, transmission lines and other facilities for a community antenna television system and thereafter to own and convey such lines and facilities, and the right to enter upon the Land to service, maintain, repair, reconstruct and replace said lines and facilities; provided, however, that the exercise of such rights shall not unreasonably interfere with Grantee's reasonable use and enjoyment of the Land.

E. Nonexclusive easements in gross on, over and under the Land for the construction, installation and maintenance of electric, gas, telephone, water, sewer and drainage facilities, provided that the construction and installation of such facilities shall not unreasonably interfere with Grantee's reasonable use and enjoyment of the Land. Grantor shall give to Grantee thirty (30) days written notice before exercising the foregoing easement in gross except in case of an emergency and shall restore the surface of the easement to its condition immediately prior to Grantor's entry. Grantor shall exert its best efforts to ensure that such facilities are located within rights of way and utility areas, and under no circumstances shall such facilities be placed under building pads. Except as such easements have been conveyed to a utility company or other public or quasi-public entity, said easements in favor of Grantor shall automatically terminate and be of no further force or effect as to any portion of the Land upon the conveyance thereof to a buyer or other transferee who is entitled to receive by reason of such conveyance a Subdivision Public Report pursuant to California Business and Professions Code Section 11018.2 or any similar statute hereafter in effect, or upon conveyance to an association whose members consist in whole or in part of such buyers or other transferees.

SUBJECT TO:

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

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of June \_\_\_\_, 2020.

GRANTOR:

**RIVER ISLANDS EMPLOYMENT CENTER, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Susan Dell'Oso, President

**[ATTACH NOTARY ACKNOWLEDGMENT]**

**LEGAL DESCRIPTION  
COMMUNICATION SITE  
RIVER ISLANDS  
LATHROP, CALIFORNIA**

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

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

BEGINNING AT A POINT ON THE EAST LINE OF J7 COURT, AS SAID COURT IS DESCRIBED IN DOCUMENT NO. 2020-\_\_\_\_\_, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG SAID EAST LINE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 56.00 FEET, FROM WHICH POINT THE RADIUS POINT BEARS SOUTH 50°36'58" WEST, THROUGH A CENTRAL ANGLE OF 05°11'29", AN ARC DISTANCE OF 5.07 FEET;

THENCE, ALONG A REVERSE CURVE, HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 44°34'31", AN ARC DISTANCE OF 13.23 FEET;

THENCE, NORTH 24.30 FEET;

THENCE, LEAVING SAID EAST LINE, EAST 90.00 FEET;

THENCE, SOUTH 40.00 FEET;


THENCE, WEST 81.72 FEET TO SAID POINT OF BEGINNING.

CONTAINING 3,557 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION

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

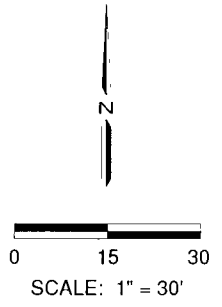
  
\_\_\_\_\_  
WILLIAM M. KOCH  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 8092



5/28/20  
DATE



GOLDEN VALLEY PARKWAY (DOCUMENT NO. 2019-070952)



J7 COURT (DOCUMENT NO. 2020- )

POINT OF BEGINNING

N50°36'58"E 56.00'(R)

R=56.00'  
Δ=100°06'03" L=97.84'

N00°00'00"W 180.77'  
141.97'

N90°00'00"W 634.85'

N90°00'00"E 90.00'

PROPOSED COMMUNICATION SITE  
3,557 S.F.

N00°00'00"E 40.00'

N90°00'00"W 81.72'

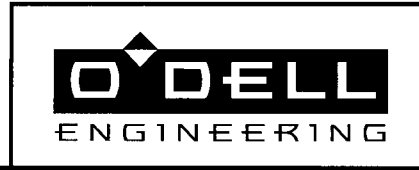
PARCEL 1 (42 MP 56)

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	17.00'	44°34'31"	13.23'
C2	56.00'	5°11'29"	5.07'

PLAT

RIVER ISLANDS				1 OF 1
COMMUNICATION SITE				
SCALE:	1"=30'	DATE:	2020-05-20	
JOB NO.:	25503			
FILE:	25503-PLAT-COMMUNICATION SITE.DWG			



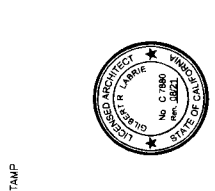
I:\25503-RIVER ISLANDS\PHASE 22 - FINAL WATER TANK SITE\ACAD\LEGAL DESCRIPTION\25503-PLAT-COMMUNICATION SITE.DWG



1915 S. BURNBURY ROAD  
RIO VISTA, CA 94571  
PHONE (907) 374-5075  
FAX (907) 374-0184

9001 EXECUTIVE PARKWAY  
SAN RAMON, CA 94583

RIVER ISLANDS  
CV101568  
950 STEWART ROAD  
(WALTER TANK SITE)  
LATHROP, CA 95530



STAMP

DRAWN BY	SMUR
CHECKED BY	CL
NO. DATE	ISSUE
A	11.15.18 90% CDH
B	12.20.18 90% CDH GEN & W/C REV
C	12.21.18 100% CDH GEN & W/C REV
D	03.12.19 100% CDH PLAN CHK CDHMM
E	04.09.19 100% CDH PLAN CHK PUNG
F	09.25.19 100% CDH GEN BCHL REV

SHEET TITLE  
**STE SIGNAGE**

SHEET NUMBER  
**T-2**

JOB # / WD

**1. GENERAL NOTES**

THE FOLLOWING INFORMATION IS A SUMMARY OF THE REQUIREMENTS FOR THE INSTALLATION AND MAINTENANCE OF THE STE SIGNAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL STATE AND FEDERAL AGENCIES.

**2. MATERIALS**

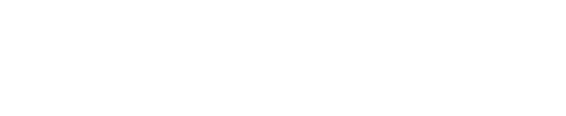
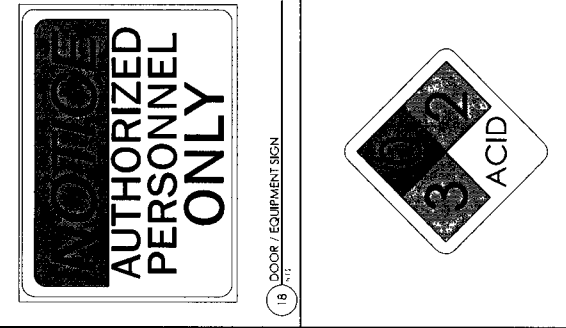
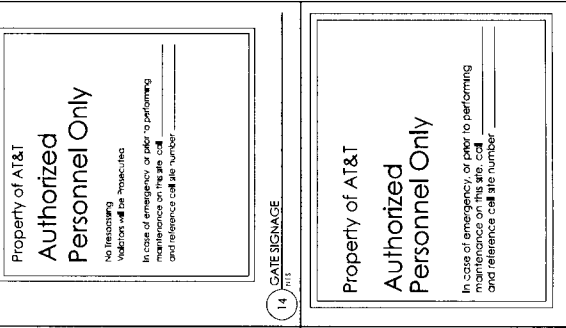
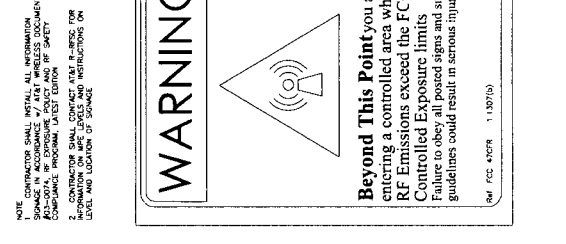
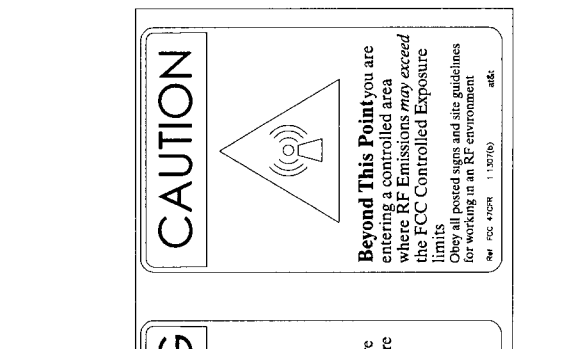
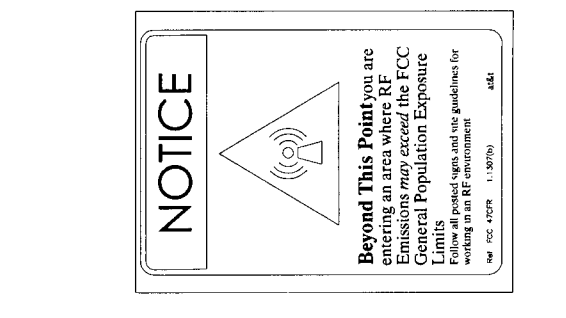
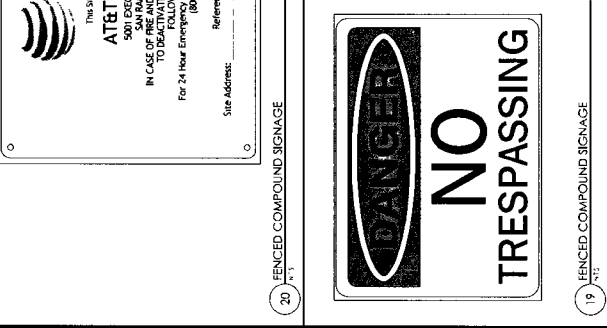
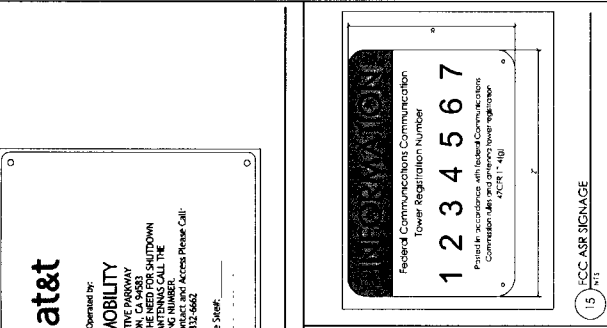
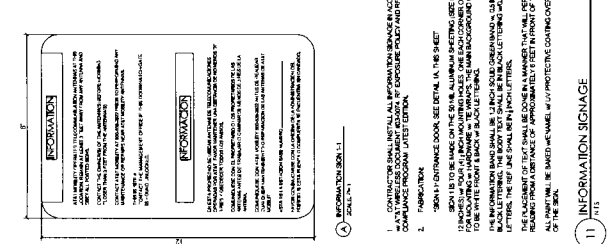
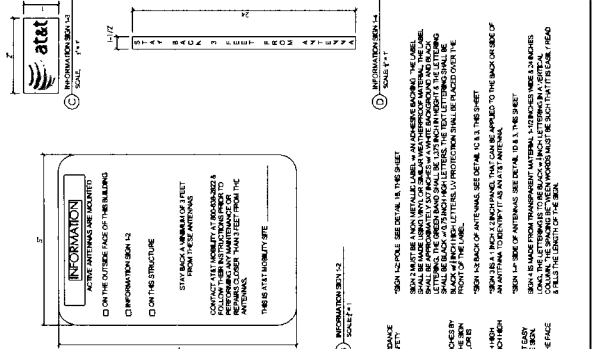
ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL STATE AND FEDERAL AGENCIES.

**3. INSTALLATION**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL STATE AND FEDERAL AGENCIES.

**4. MAINTENANCE**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL STATE AND FEDERAL AGENCIES.



**EXIDE**

**SAFETY DATA SHEET**  
 1. IDENTIFICATION OF THE SUBSTANCE  
 2. HAZARD IDENTIFICATION  
 3. COMPOSITION INFORMATION  
 4. FIRST AID MEASURES  
 5. FIRE FIGHTING MEASURES  
 6. ACCIDENT PREVENTION  
 7. STORAGE AND DISPOSAL  
 8. TRANSPORT INFORMATION  
 9. REGULATORY INFORMATION  
 10. OTHER INFORMATION

**SAFETY INFORMATION**  
 This document is not intended to be used as a substitute for the manufacturer's instructions. It is intended to provide information on the safe use of the product. The user should read the instructions carefully before using the product. The user should also read the safety data sheet for the product.

**SAFETY INFORMATION**  
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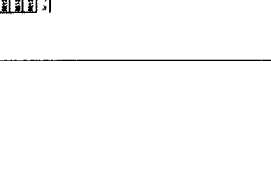
**SAFETY INFORMATION**  
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**MARATHON Industrial Battery Specifications**

Model	Net Weight (LBS)	Net Volume (GAL)	Capacity (AH)	Operating Voltage (V)	Operating Temperature (°F)
MARATHON 12V 100AH	100	10.0	100	12	70-110
MARATHON 12V 200AH	200	20.0	200	12	70-110
MARATHON 12V 300AH	300	30.0	300	12	70-110
MARATHON 12V 400AH	400	40.0	400	12	70-110
MARATHON 12V 500AH	500	50.0	500	12	70-110
MARATHON 12V 600AH	600	60.0	600	12	70-110
MARATHON 12V 800AH	800	80.0	800	12	70-110
MARATHON 12V 1000AH	1000	100.0	1000	12	70-110



**MARATHON Industrial Battery Specifications**

Model	Net Weight (LBS)	Net Volume (GAL)	Capacity (AH)	Operating Voltage (V)	Operating Temperature (°F)
MARATHON 12V 100AH	100	10.0	100	12	70-110
MARATHON 12V 200AH	200	20.0	200	12	70-110
MARATHON 12V 300AH	300	30.0	300	12	70-110
MARATHON 12V 400AH	400	40.0	400	12	70-110
MARATHON 12V 500AH	500	50.0	500	12	70-110
MARATHON 12V 600AH	600	60.0	600	12	70-110
MARATHON 12V 800AH	800	80.0	800	12	70-110
MARATHON 12V 1000AH	1000	100.0	1000	12	70-110

**From the World Leader in VRLA Battery Technology**  
 Marathon Batteries are the world's most advanced and reliable VRLA batteries. They are designed for long life and high performance. They are used in a wide variety of applications, including telecommunications, data processing, and power backup systems.

**High Performance MARATHON Features**  
 Marathon Batteries are designed for long life and high performance. They are used in a wide variety of applications, including telecommunications, data processing, and power backup systems.

**MT2 TELECOM LP**  
 1015-B AIRPORT ROAD  
 800 WILSON AVE., SUITE 200  
 RIVERSIDE, CA 92507  
 PHONE (707) 374-8075  
 FAX (707) 374-8194

**at&t**  
 5901 BEAUCHE PARKWAY  
 SAN FRANCISCO, CA 94150

**RIVER ISLANDS**  
 CYL01568  
 950 STEWART ROAD  
 (WATER TANK SITE)  
 LATHROP, CA 95330

**STAMP**  
 LICENSED ARCHITECT  
 WALTER HARRIS  
 1000 14TH ST.  
 SAN FRANCISCO, CA 94103

**DRAWN BY SMJR**

NO.	DATE	ISSUE
A	11.15.18	90% CD
B	12.20.18	90% CD GEN. & WIG REV
1	03.12.19	100% CD PUM. CHK COMM
2	04.09.19	100% CD PUM. CHK COMM
3	09.25.19	100% CD GEN. BCHL REV

**CHECKED BY OJ**

**BATTERY SPECS**

SHEET NUMBER  
**T-3**

JOB # 10

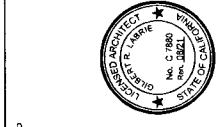
**BATTERY INFORMATION**

BATTERY MODEL	TOTAL # OF BATTERY UNITS INSTALLED	TOTAL ELECTROLYTE VOLUME (GAL) PER UNIT	TOTAL ELECTROLYTE VOLUME (GAL)	TOTAL ACID WEIGHT	TOTAL SULFURIC ACID (GAL)	TOTAL SULFURIC ACID BY VOL	% SULFURIC ACID BY WEIGHT	% SULFURIC ACID BY VOL	TOTAL SULFURIC ACID BY WEIGHT	TOTAL SULFURIC ACID BY VOL	TOTAL SULFURIC ACID BY WEIGHT	% SULFURIC ACID BY WEIGHT
50N INDUSTRIAL MARATHON M12V100	12 UNITS	2.17 GAL	26.04 GAL	41.9% = 9.98 LB/23.80 LB	26.04 GAL	4.217 UNITS	41.9% = 9.98 LB/23.80 LB	29.95% = 10.55 GAL / 21.7 GAL	26.04 GAL	119.74 LB	119.74 LB	41.9% = 9.98 LB/23.80 LB





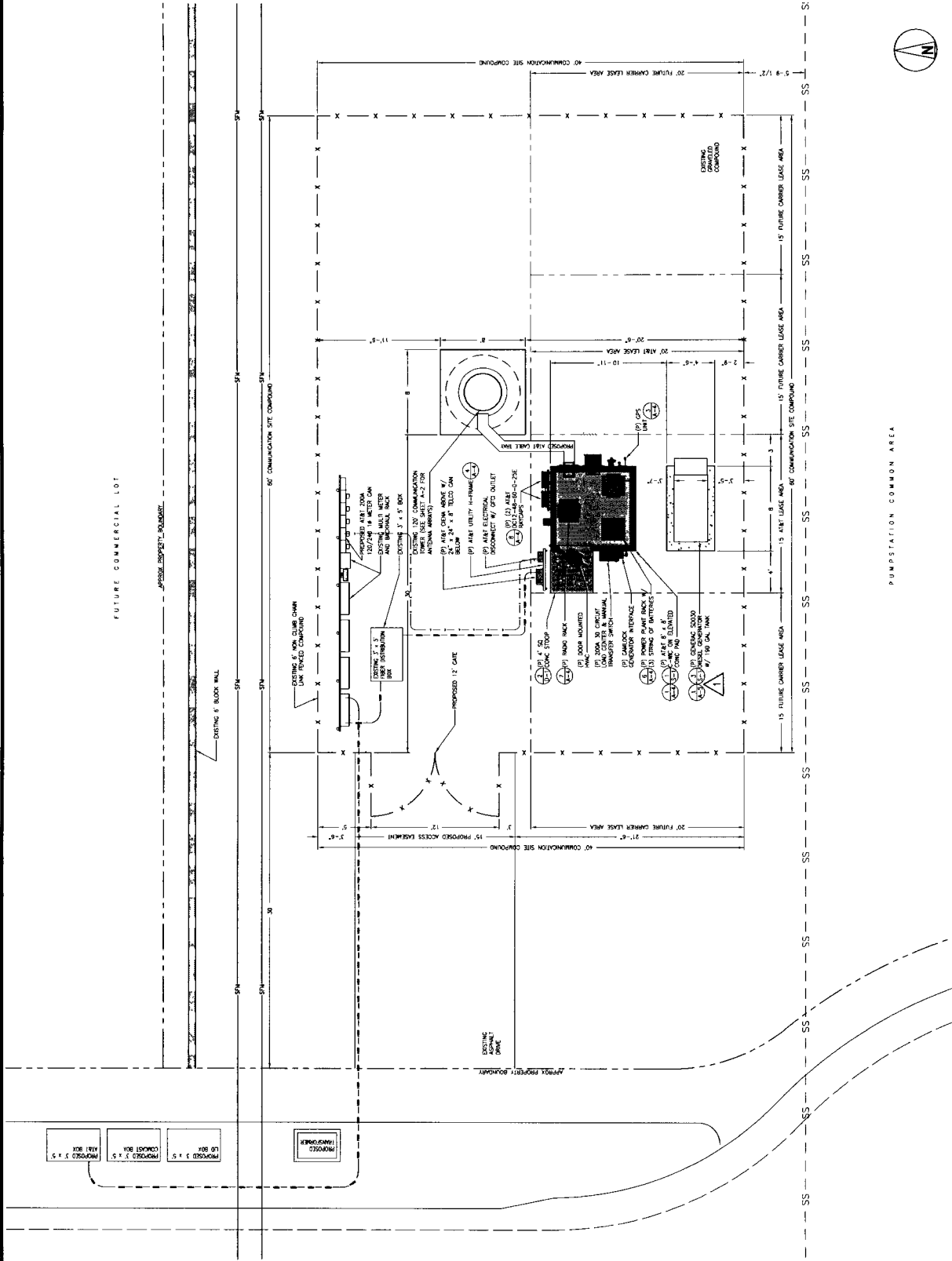
**RIVER ISLANDS**  
**CVL01568**  
 950 STEWART ROAD  
 (WATER TANK SITE)  
 LAITHROP, CA 95330



STAMP

DRAWN BY:	SMUR
CHECKED BY:	GL
NO. DATE:	ISSUE
A	11.15.18 90% CDS
B	12.20.18 90% CDS GEN. & W.C. REV.
C	12.21.18 100% CDS GEN. & W.C. REV.
1	03.17.19 100% CDS P.L.N. CHK COMM.
2	04.09.19 100% CDS P.L.N. CHK PLNG.
3	02.25.19 100% CDS GEN. BCHL. REV.

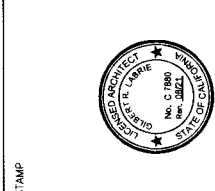
SHEET TITLE  
**PROPOSED SITE LAYOUT**  
 SHEET NUMBER  
**A-1**  
 JOB # NO



SCALE: 1/4" = 1'-0"  
 1 PROPOSED SITE LAYOUT



RIVER ISLANDS  
CVL01568  
950 STEWART ROAD  
(WATER TANK SITE)  
LATHROP, CA 95330

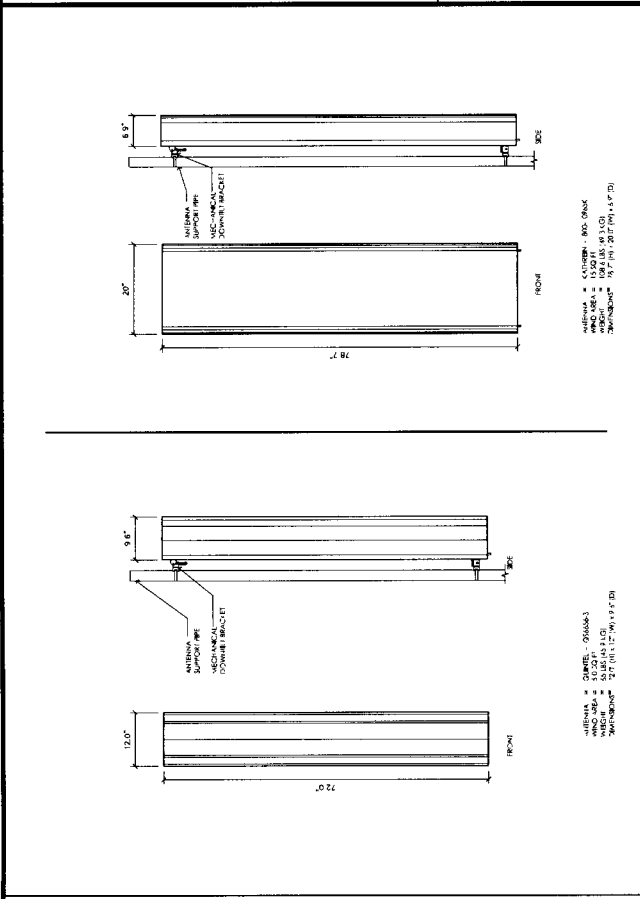


DRAWN BY:	SMUR
CHECKED BY:	CL
NO. DATE	ISSUE
1 11.15.18	90% CD
2 12.20.18	90% CD GEN & WC REV
3 12.21.18	100% CD GEN & WC REV
1 03.12.19	100% CD PLAN CHK COMM
2 04.09.19	100% CD PLAN CHK PUNG
3 09.25.19	100% CD GEN BUILT REV

SHEET TITLE  
**PROPOSED AT+T  
ANTENNA LAYOUTS**

SHEET NUMBER  
**A-2**

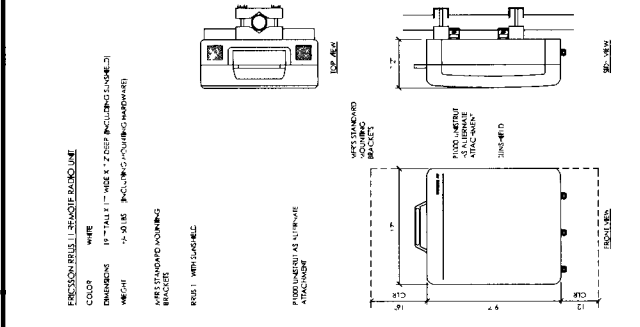
JOB # NO



ANTENNA = 4500MM - 800-1096K  
WIND AREA = 15.20 SF  
WIND SPEED = 117 MPH (2017 I.P.F.D.)  
TOWER WEIGHT = 19.7 TON (2017 I.P.F.D.)

ANTENNA = 4500MM - 800-1096K  
WIND AREA = 15.20 SF  
WIND SPEED = 117 MPH (2017 I.P.F.D.)  
TOWER WEIGHT = 19.7 TON (2017 I.P.F.D.)

SCALE: 3/4" = 1'-0"



ERIKSSON RRU11 REMOTE RADIO UNIT  
COLOR: WHITE  
DIMENSIONS: 11" TALL x 11" WIDE x 7" DEEP INCLUDING SHIELD  
WEIGHT: 14.5 LBS. INCLUDING MOUNTING HARDWARE

RRU11 MOUNTING BRACKET  
MOUNTING POLE  
MOUNTING BRACKET

PROJ. UNIT AS ALTERNATE ATTACHMENT

17x17x17

17x17x17

17x17x17

17x17x17

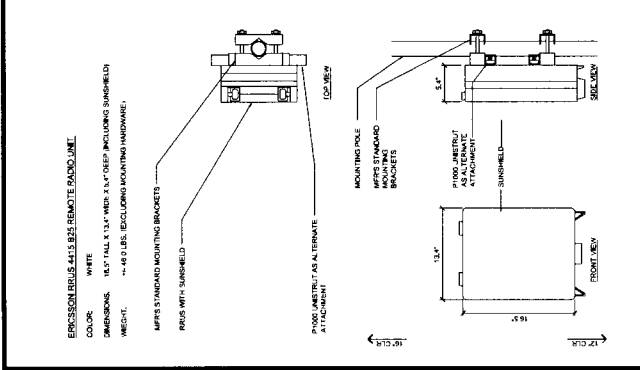
17x17x17

17x17x17

17x17x17

17x17x17

SCALE: 3/4" = 1'-0"



ERIKSSON RRU11 REMOTE RADIO UNIT  
COLOR: WHITE  
DIMENSIONS: 11" TALL x 11" WIDE x 7" DEEP INCLUDING SHIELD  
WEIGHT: 14.5 LBS. INCLUDING MOUNTING HARDWARE

RRU11 MOUNTING BRACKET  
MOUNTING POLE  
MOUNTING BRACKET

PROJ. UNIT AS ALTERNATE ATTACHMENT

16x16x16

16x16x16

16x16x16

16x16x16

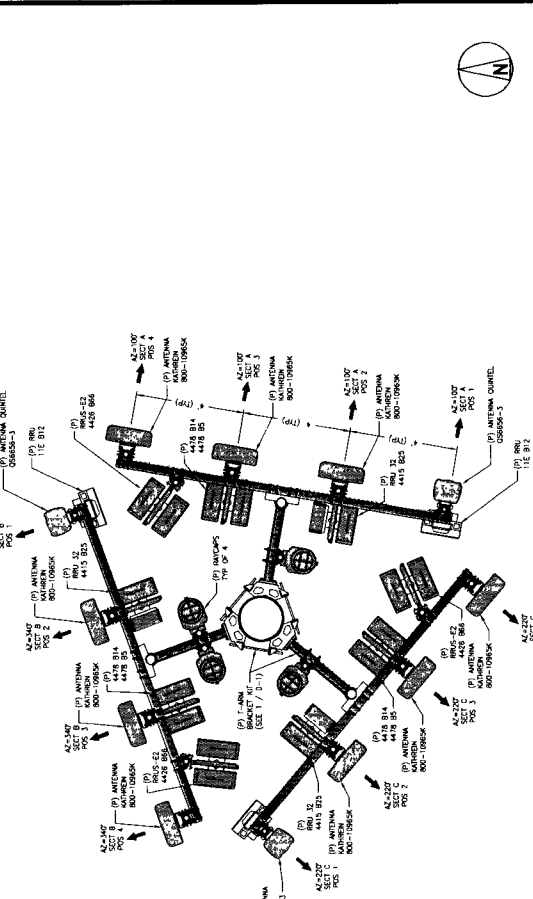
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16x16x16

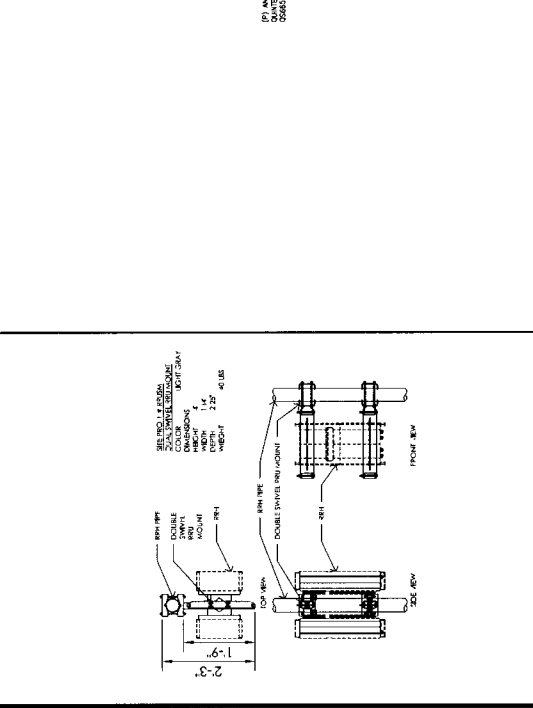
16x16x16

16x16x16

SCALE: 1/2" = 1'-0"



SCALE: 3/4" = 1'-0"



ERIKSSON RRU11 REMOTE RADIO UNIT  
COLOR: WHITE  
DIMENSIONS: 11" TALL x 11" WIDE x 7" DEEP INCLUDING SHIELD  
WEIGHT: 14.5 LBS. INCLUDING MOUNTING HARDWARE

RRU11 MOUNTING BRACKET  
MOUNTING POLE  
MOUNTING BRACKET

PROJ. UNIT AS ALTERNATE ATTACHMENT

16x16x16

16x16x16

16x16x16

16x16x16

16x16x16

16x16x16

16x16x16

16x16x16

16x16x16

16x16x16

SCALE: 3/4" = 1'-0"

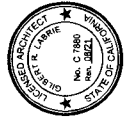


SCALE: 3/4" = 1'-0"

SCALE: 1/2" = 1'-0"



**RIVER ISLANDS**  
 CVL01568  
 950 STEWART ROAD  
 (WATER TANK SITE)  
 LATHROP, CA 95550



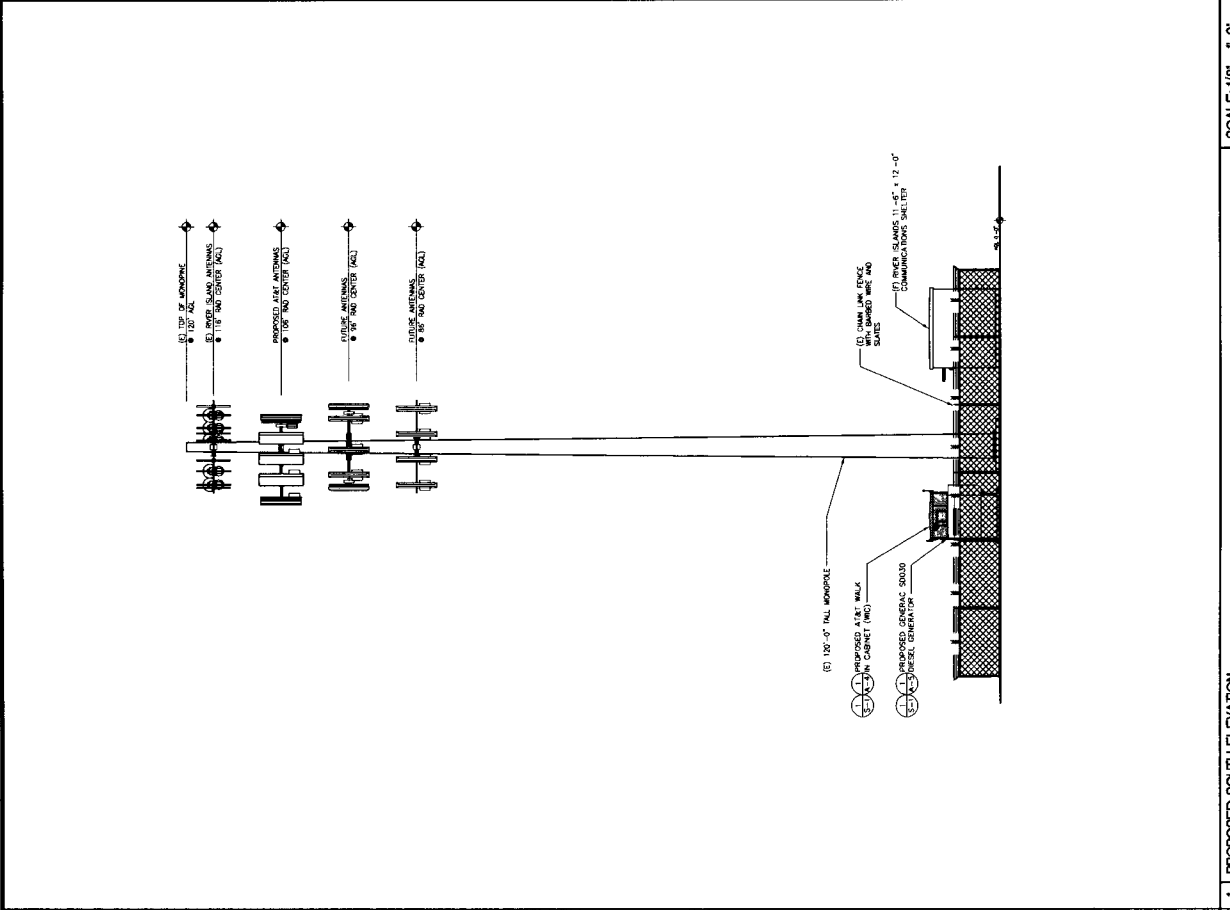
STAMP

DRAWN BY:	SMJR	
CHECKED BY:	OL	
NO.	DATE	ISSUE
A	11.15.18	90% CD
B	12.20.18	100% CD GEN. & WIG REV
D	12.21.18	100% CD GEN. & WIG REV
1	03.12.19	100% CD PUL CRK COMM
2	04.09.19	100% CD PUL CRK PUNG
3	09.25.19	100% CD BOHTL REV

SHEET TITLE  
**ELEVATIONS**

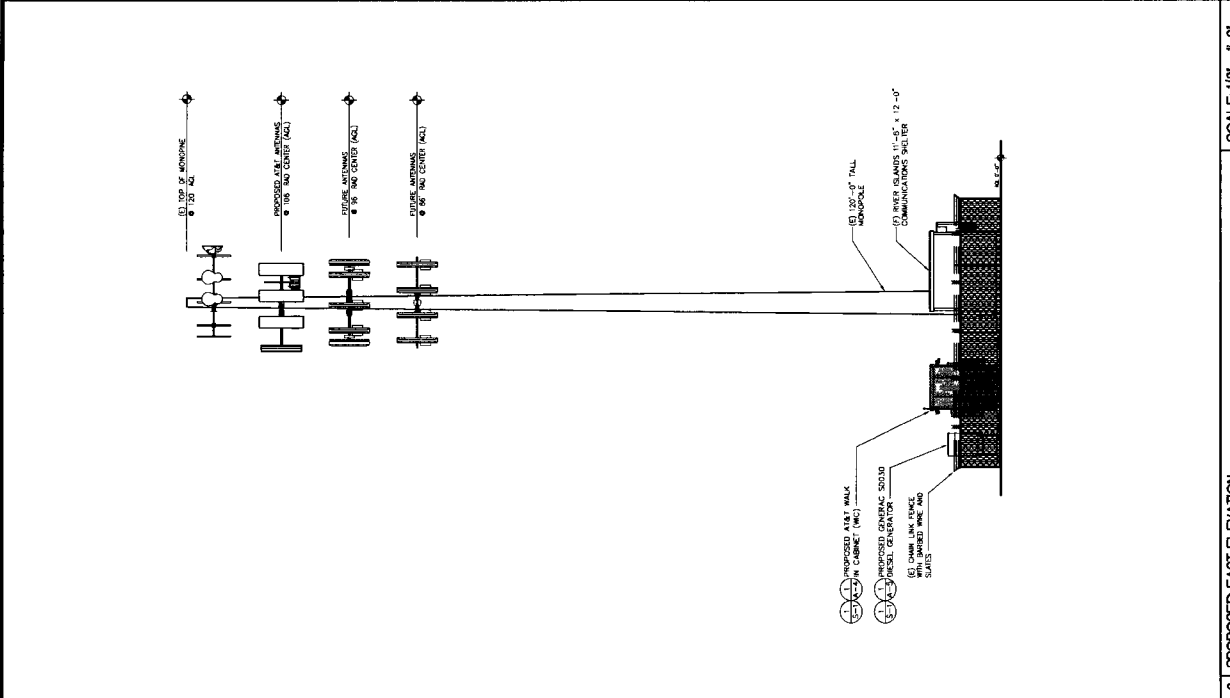
SHEET NUMBER  
**A-3**

JOB # WD



SCALE: 1/8" = 1'-0"

1 | PROPOSED SOUTH ELEVATION



SCALE: 1/8" = 1'-0"

2 | PROPOSED EAST ELEVATION



STAMP



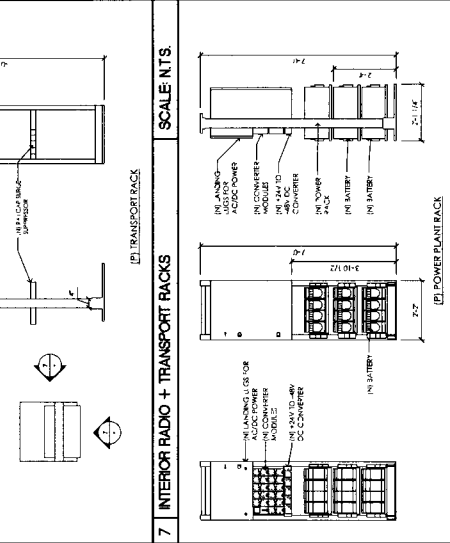
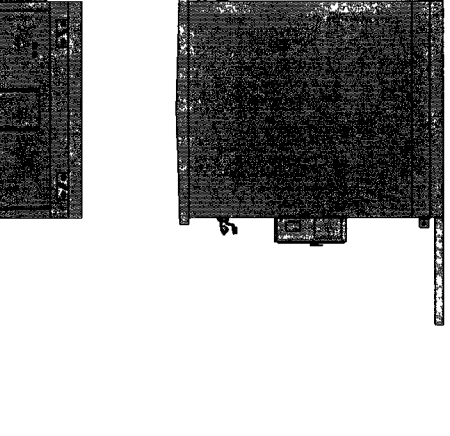
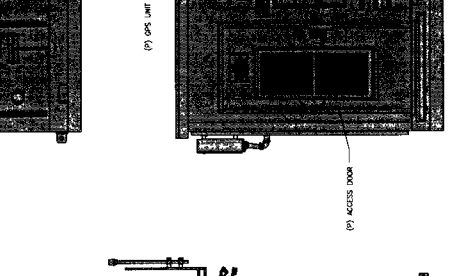
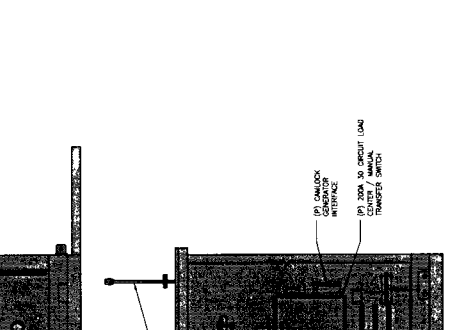
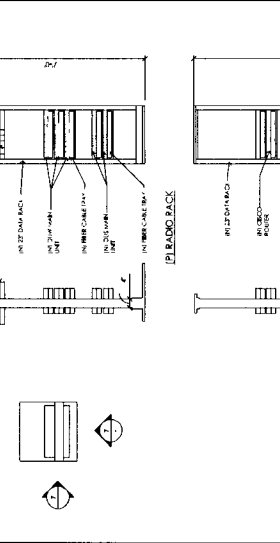
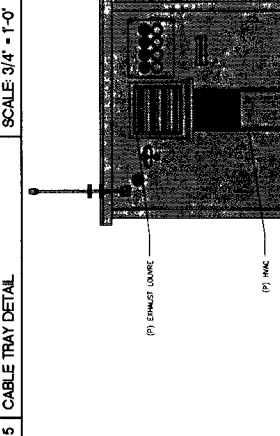
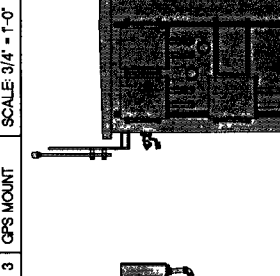
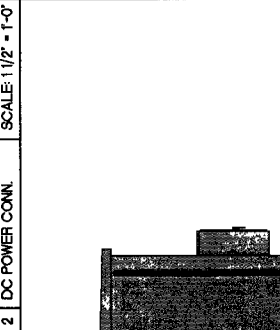
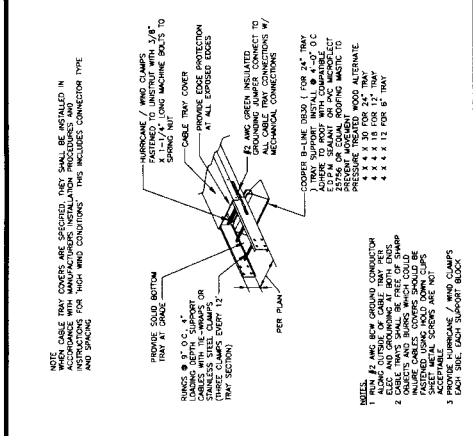
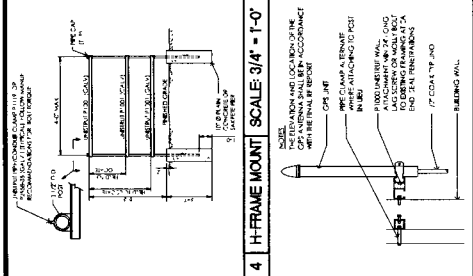
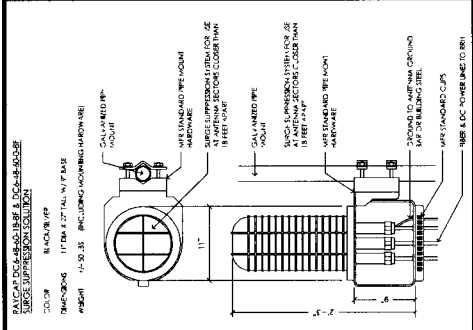
DRAWN BY: SMUR

NO.	DATE	ISSUE
A	11.15.19	90% CH
B	12.20.19	100% CH GEN. & WC REV
D	12.21.19	100% CH GEN. & WC REV
E	03.12.19	100% CH PEN CHM COMM
F	04.09.19	100% CH PEN CHM PING
G	09.25.19	100% CH DEN BDTL REV

SHEET TITLE  
**WIC ELEVATIONS  
+ DETAILS**

SHEET NUMBER  
**A-4**

JOB # NO



STAMP



DRAWN BY: SMUR  
CHECKED BY: OL  
NO. DATE. ISSUE  
A 11/15/18 90% CRN  
B 12/20/18 90% CRN GEN. & WC REV  
C 01/22/19 100% CRN GEN. & WC REV  
1 03/12/19 100% CRN PUN CRK COMM  
2 04/09/19 100% CRN PUN CRK COMM  
3 09/23/19 100% CRN CRN BCHL REV

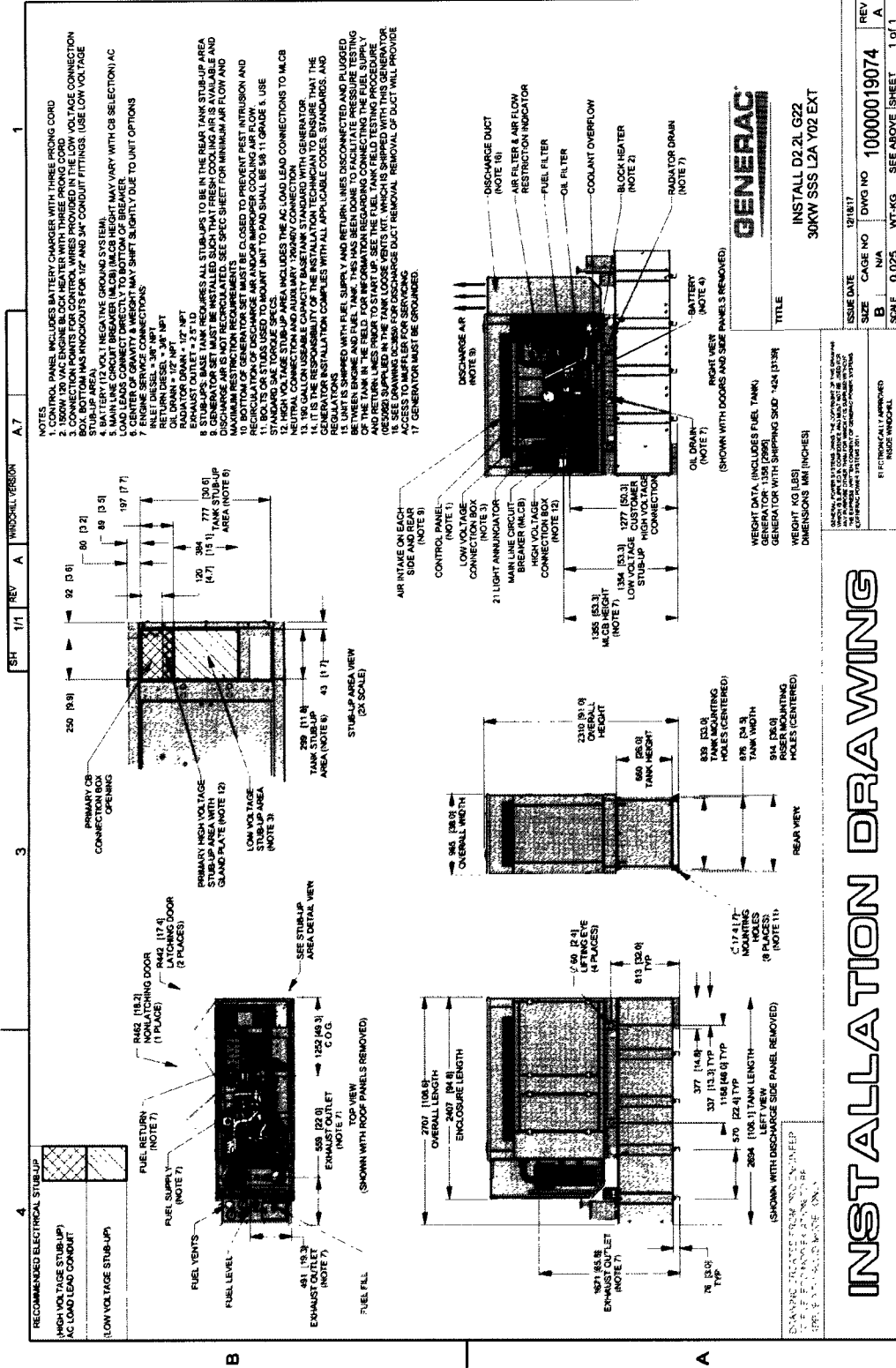
SHEET TITLE

GENERATOR SPECS

SHEET NUMBER

A-5

ISS. # NO.



**MT2 TELECOM LP**  
 1015-B, AIRBORNE ROAD  
 RIO VISTA, CA 94571  
 PHONE (925) 374-6194  
 FAX (925) 374-6194



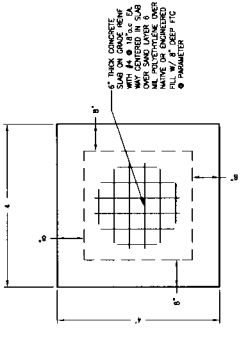
5001 EXECUTIVE PARKWAY  
 SAN RAMON, CA 94583  
**RIVER ISLANDS**  
 CVL01568  
 950 STEWART ROAD  
 (WATER TANK SITE)  
 LATHROP, CA 95330



STAMP

DRAWN BY: SMAJR  
 CHECKED BY: GL  
 NO. DATE ISSUE  
 A 11.15.18 190K QDS  
 B 12.20.18 190K QDS GEN & WIC REV  
 C 12.21.18 100K QDS GEN & WIC REV  
 D 03.12.19 100K QDS PIA CHK COMM  
 E 04.09.19 100K QDS PIA CHK PLNG  
 F 09.25.19 100K QDS GEN BIRTH REV

SHEET TITLE  
**DETAILS**  
 SHEET NUMBER  
**D-1**  
 JOB # WD



NOTES  
 1/2" DIMENSION JOINT MATERIAL AT SHELF/CORNER FOUNDATION (TYP)  
 FINISH FLOOR BE NO MORE THAN 1/2" FROM TOP OF CONCRETE  
 CONCRETE TO VERIFY AND CORRODATE PROPER GRADE W/SHIELDER SUPPLIER AND BROOM FINISH WITH TROWELLED EDGE

2 STOOP DETAIL SCALE: 3/4" = 1'-0"

ITEM #	PART NO.	DESCRIPTION	QTY	WEIGHT
1	M1977-01	2" DIA. GALV. STEEL TUB (4x5)	2	0.78 LBS
2	M1977-01	2" DIA. GALV. STEEL TUB (4x5)	2	0.78 LBS
3	M1977-01	2" DIA. GALV. STEEL TUB (4x5)	3	63.96 LBS
4	M1977-01	HARDWARE KIT (ITEMS E-F)	3	11.85 LBS
5	M1977-01	2" DIA. GALV. STEEL TUB (4x5)	6	11.85 LBS
6	M1977-01	2" DIA. GALV. STEEL TUB (4x5)	6	11.85 LBS
7	M1977-01	2" DIA. GALV. STEEL TUB (4x5)	6	11.85 LBS
8	M1977-01	HARDWARE KIT (ITEMS G-H)	2	7.33 LBS
9	M1977-01	2" DIA. GALV. STEEL TUB (4x5)	4	6.54 LBS
10	M1977-01	2" DIA. GALV. STEEL TUB (4x5)	4	6.54 LBS
11	M1977-01	2" DIA. GALV. STEEL TUB (4x5)	4	6.54 LBS
12	M1977-01	2" DIA. GALV. STEEL TUB (4x5)	3	94.70 LBS
13	M1977-01	2" DIA. GALV. STEEL TUB (4x5)	1	121.90 LBS

PART LIST FOR USE WITH T-FRAME MC-K125-12 SERIES

T-FRAME #	PIPE #	DESCRIPTION	QTY	WEIGHT
MC-K125-8	1	2" DIA. GALV. STEEL TUB (4x5)	0	0.00 LBS
MC-K125-8	2	2" DIA. GALV. STEEL TUB (4x5)	0	0.00 LBS
MC-K125-8	3	2" DIA. GALV. STEEL TUB (4x5)	0	0.00 LBS
MC-K125-8	4	2" DIA. GALV. STEEL TUB (4x5)	0	0.00 LBS
MC-K125-8	5	2" DIA. GALV. STEEL TUB (4x5)	0	0.00 LBS
MC-K125-8	6	2" DIA. GALV. STEEL TUB (4x5)	0	0.00 LBS
MC-K125-8	7	2" DIA. GALV. STEEL TUB (4x5)	0	0.00 LBS
MC-K125-8	8	2" DIA. GALV. STEEL TUB (4x5)	0	0.00 LBS
MC-K125-8	9	2" DIA. GALV. STEEL TUB (4x5)	0	0.00 LBS
MC-K125-8	10	2" DIA. GALV. STEEL TUB (4x5)	0	0.00 LBS
MC-K125-8	11	2" DIA. GALV. STEEL TUB (4x5)	0	0.00 LBS
MC-K125-8	12	2" DIA. GALV. STEEL TUB (4x5)	0	0.00 LBS

3 NOT USED

1 COMSCOPE MC-K125-12-96 T-ARM TOWER KIT OR EQUAL SCALE: NTS

4 NOT USED

PROJECT: MC-K125-12 SERIES  
 DRAWING NO: TOWER KIT OR EQUIVALENT  
 DATE: 12/20/18  
 DRAWN BY: SMAJR  
 CHECKED BY: GL  
 SCALE: NTS  
 SHEET NO: D-1  
 JOB NO: WD

**MT2 TELECOM LP**  
1075-P ABBOTT ROAD  
P.O. BOX 458  
RIVER ISLAND, CA 95353  
PHONE (925) 745-9075  
FAX (925) 774-6194

500 EXECUTIVE PARKWAY  
SAN FRANCISCO, CA 94111

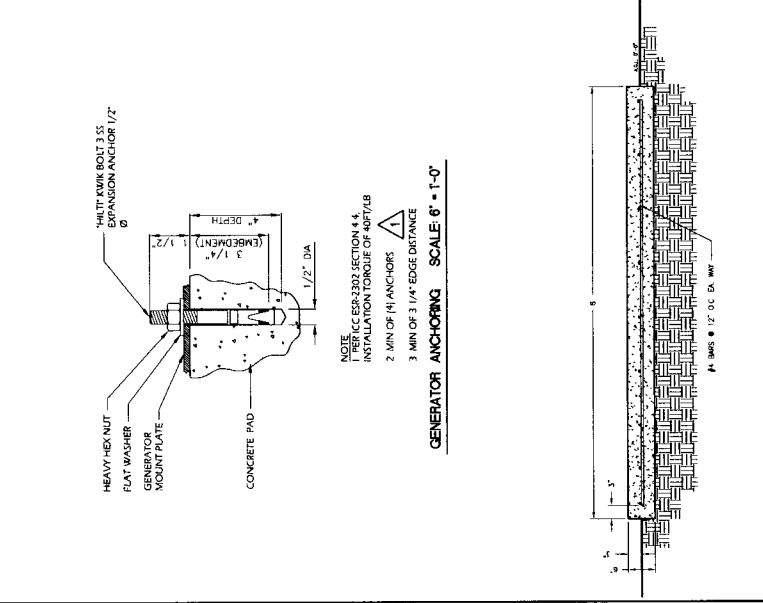
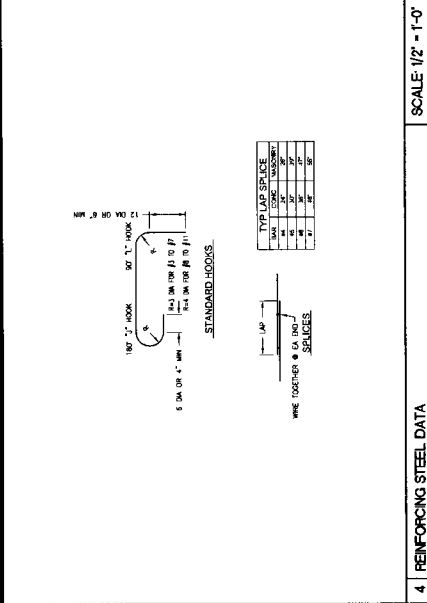
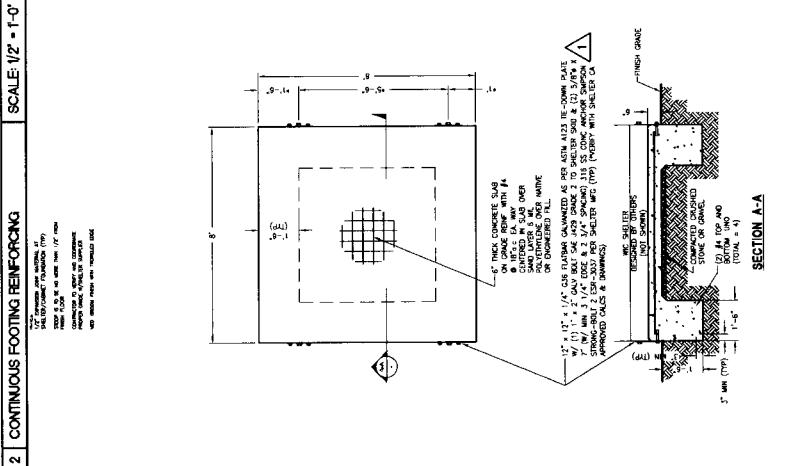
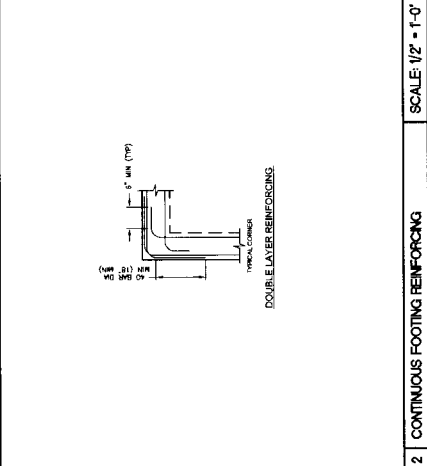
RIVER ISLANDS  
CVL01568  
950 STEWART ROAD  
(WATER TANK SITE)  
LATHROP, CA 95350



STAMP

DRAWN BY SMUR  
CHECKED BY CL  
NO. DATE ISSUE  
A 11/15/18 50% CD  
B 12/20/18 50% CD GEN & W.D. REV  
C 12/21/18 100% CD GEN & W.D. REV  
1 03/17/19 100% CD P.N. GEN COMM  
2 04/09/19 100% CD P.N. GEN PHIC  
3 09/25/19 100% CD GEN BRITL REV

SHEET TITLE  
**STRUCTURAL DETAILS**  
SHEET NUMBER  
**S-1**  
JOB # W0



**6 NOT USED**  
SCALE

**GENERAL NOTES:**  
1. ALL MATERIALS SHALL CONFORM TO THE SPECIFICATIONS AND STANDARDS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC. (AISC), THE AMERICAN CONCRETE INSTITUTE (ACI), AND THE AMERICAN IRON AND STEEL INSTITUTE (AISI).  
2. ALL DIMENSIONS SHALL BE UNLESS OTHERWISE SPECIFIED.  
3. ALL DIMENSIONS SHALL BE UNLESS OTHERWISE SPECIFIED.  
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19. ALL DIMENSIONS SHALL BE UNLESS OTHERWISE SPECIFIED.  
20. ALL DIMENSIONS SHALL BE UNLESS OTHERWISE SPECIFIED.

**REINFORCED CONCRETE NOTES:**  
1. ALL REINFORCED CONCRETE SHALL CONFORM TO THE SPECIFICATIONS AND STANDARDS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC. (AISC), THE AMERICAN CONCRETE INSTITUTE (ACI), AND THE AMERICAN IRON AND STEEL INSTITUTE (AISI).  
2. ALL DIMENSIONS SHALL BE UNLESS OTHERWISE SPECIFIED.  
3. ALL DIMENSIONS SHALL BE UNLESS OTHERWISE SPECIFIED.  
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18. ALL DIMENSIONS SHALL BE UNLESS OTHERWISE SPECIFIED.  
19. ALL DIMENSIONS SHALL BE UNLESS OTHERWISE SPECIFIED.  
20. ALL DIMENSIONS SHALL BE UNLESS OTHERWISE SPECIFIED.

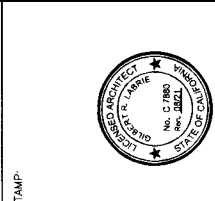
**5 STRUCTURAL NOTES**  
SCALE: 1/2" = 1'-0"  
1 SLAB ON GRADE FOUNDATION - PLAN  
SCALE: 1/2" = 1'-0"  
3 GENERATOR CONCRETE PAD AND ANCHORING  
SCALE: 1" = 1'-0"







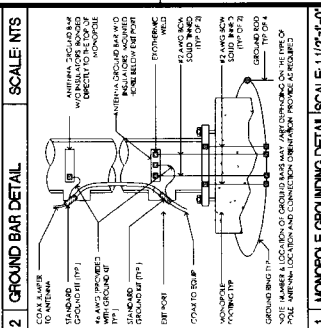
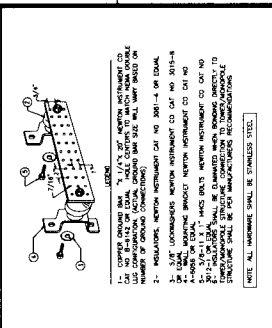
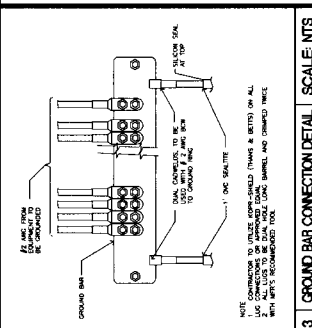
**RIVER ISLANDS**  
**CVL01568**  
 950 STEWART ROAD  
 (WATER TANK SITE)  
 LATHROP, CA 95330



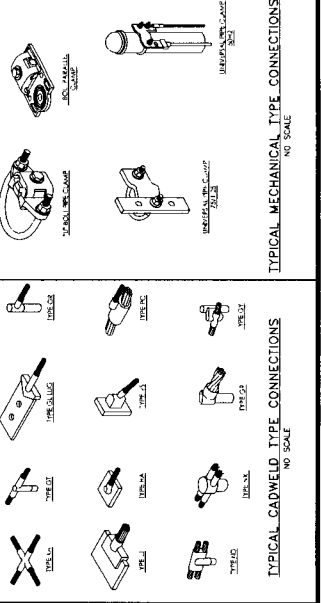
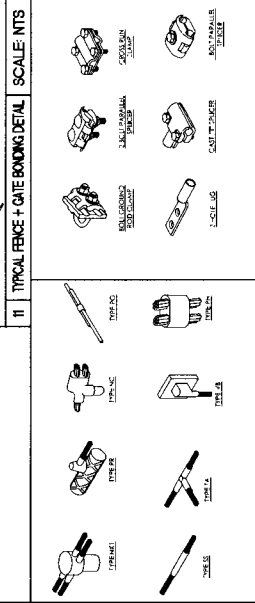
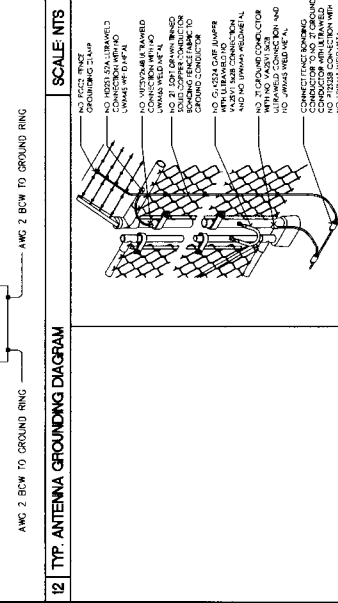
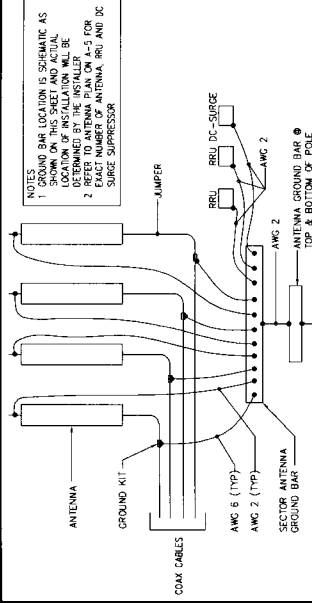
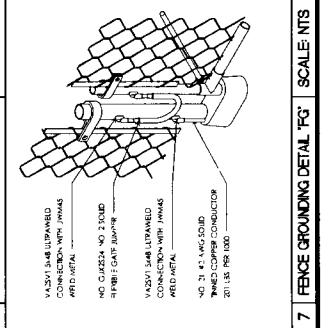
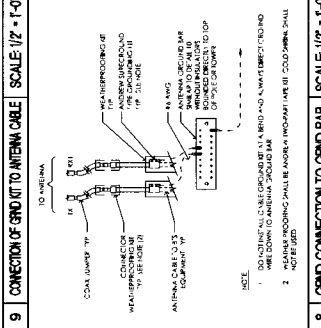
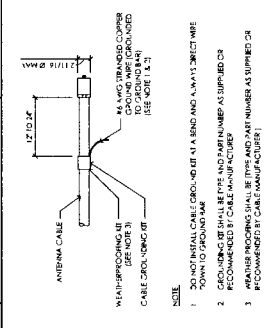
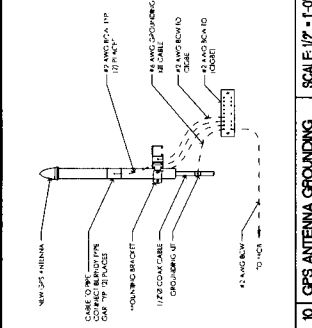
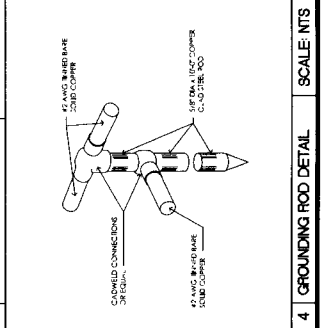
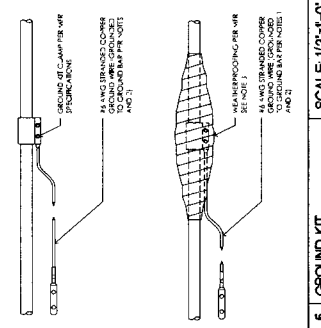
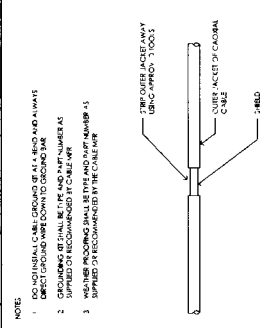
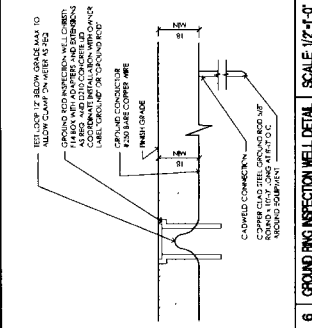
STAMP

DRAWN BY:	SMUR	
CHECKED BY:	CL	
NO.	DATE	ISSUE
A	11/15/18	90% QSA
B	12/20/18	90% QSA GEN & WIC REV
C	12/21/18	100% QSA GEN & WIC REV
D	03/12/19	100% QSA GEN & WIC REV
E	04/09/19	100% QSA GEN & WIC REV
F	09/25/19	100% QSA GEN & WIC REV

SHEET TITLE  
**GROUNDING DETAILS + NOTES**  
 SHEET NUMBER  
**G-2**  
 JOB # NO



SYMBOL	GROUNDING LEGEND	DESCRIPTION
▲	GROUNDING	GROUNDING
●	WELDED CONNECTION	WELDED CONNECTION
○	MECHANICAL CONNECTION	MECHANICAL CONNECTION
□	INJECTION WELL	INJECTION WELL



**EXHIBIT B**  
**IRREVOCABLE OFFER OF DEDICATION FOR FUTURE J7 STREET**



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

 COPY

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 11922)*

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT  
FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT  
(J7 STREET)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVER ISLANDS EMPLOYMENT CENTER, LLC**, a Delaware limited liability company, (“Grantor”) hereby grant(s) to the **CITY OF LATHROP**, a municipal corporation (“Grantee”) in the County of San Joaquin, State of California, an easement for ingress, egress and road purposes, and a public utility easement (PUE), over and across the hereinafter described real property situated in City of Lathrop and more particularly described as follows:

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

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

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

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of June \_\_\_\_, 2020.

GRANTOR:

**RIVER ISLANDS EMPLOYMENT CENTER, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Susan Dell'Osso, President

**[ATTACH NOTARY ACKNOWLEDGMENT]**

March 11, 2020

EXHIBIT A

LEGAL DESCRIPTION  
IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES  
(J7 COURT)  
RIVER ISLANDS  
LATHROP, CALIFORNIA

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

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

BEGINNING AT A POINT ON THE SOUTH LINE OF GOLDEN VALLEY PARKWAY, EAST 118.05 FEET FROM THE WESTERLY TERMINUS OF COURSE L9, AS SHOWN ON SHEET 3 OF EXHIBIT B OF DOCUMENT NO. 2019-070952;

THENCE ALONG SAID SOUTH LINE, EAST 130.00 FEET;

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

THENCE, SOUTH 180.77 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 44°34'31", AN ARC DISTANCE OF 13.23 FEET;

THENCE, ALONG A REVERSE CURVE, HAVING A RADIUS OF 56.00 FEET, THROUGH A CENTRAL ANGLE OF 269°09'02", AN ARC DISTANCE OF 263.06 FEET;

THENCE, ALONG A REVERSE CURVE, HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 44°34'31", AN ARC DISTANCE OF 13.23 FEET;

THENCE, NORTH 180.77 FEET;

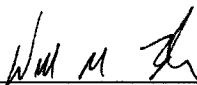
THENCE, NORTH 45°00'00" WEST 42.43 FEET TO SAID POINT OF BEGINNING.

CONTAINING 25,459 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION

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

  
WILLIAM M. KOCH  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 8092



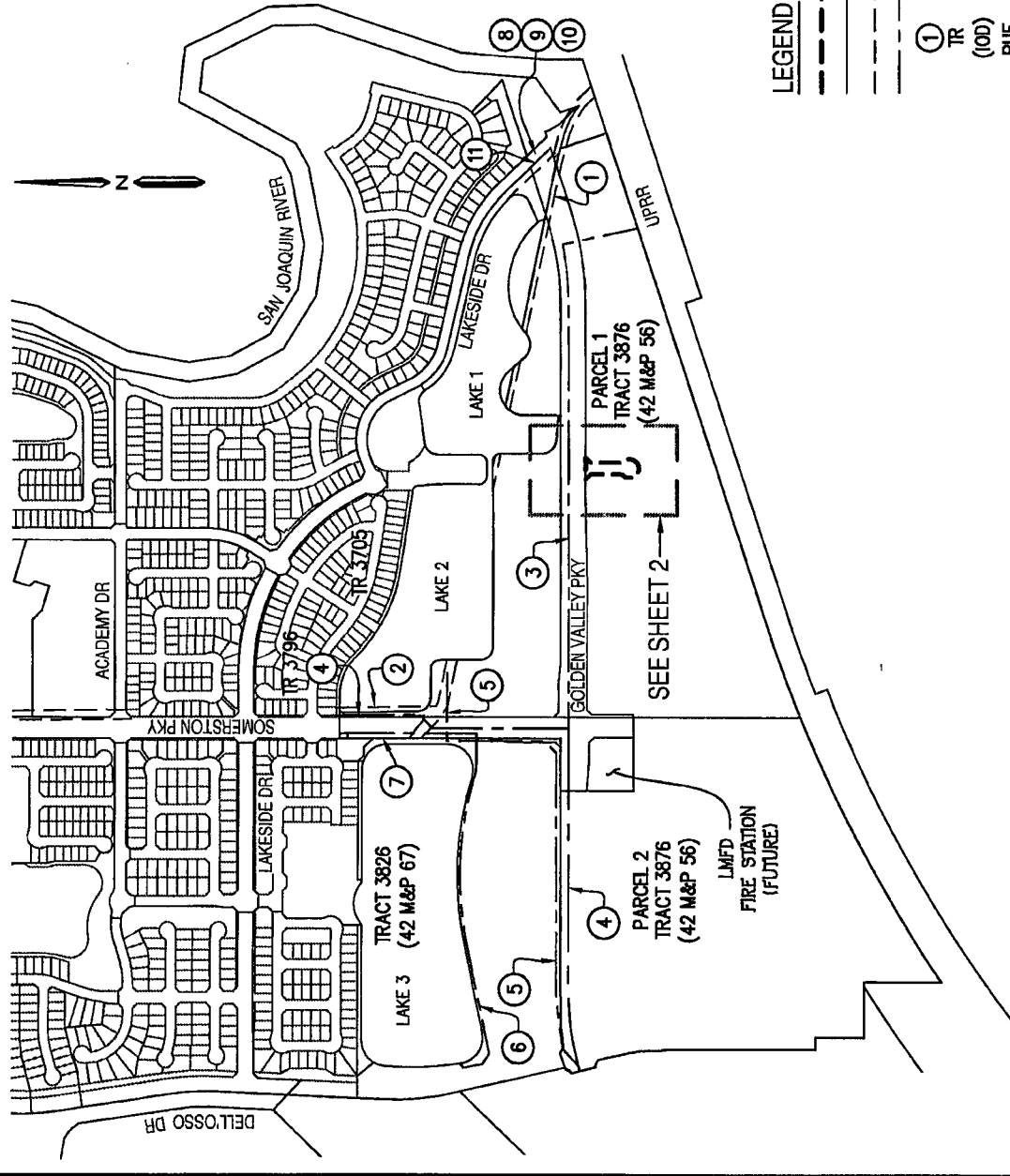
3/12/20  
DATE

**EASEMENTS**

- ① 60' ROADWAY EASEMENT IN FAVOR OF THE COUNTY OF SAN JOAQUIN COUNTY PER 199 OR 212, S.J.C.R. (STEWART ROAD)
- ② 60' ROADWAY EASEMENT IN FAVOR OF THE COUNTY OF SAN JOAQUIN COUNTY PER 408 OR 95, S.J.C.R. (COHEN ROAD)
- ③ 15' RECYCLED WATER LINE EASEMENT IN FAVOR OF THE CITY OF LATHROP PER 2006-119379, S.J.C.R.
- ④ 15' RECYCLED WATER LINE EASEMENT IN FAVOR OF THE CITY OF LATHROP PER 2006-119380, S.J.C.R. DISCHARGE EASEMENT IN FAVOR OF RIVER ISLANDS PUBLIC FINANCING AUTHORITY PER 2014-085240, S.J.C.R.
- ⑤ LAKE FILL PIPELINE EASEMENT IN IN FAVOR OF RIPFA PER 2016-156568, S.J.C.R.
- ⑥ FUTURE ROADWAY EASEMENT FOR SOMERSTON PARKWAY, SHOWN AS EASEMENT E15 ON TRACT 3876 (42 M&P 56)
- ⑦ PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER 2013-111673, S.J.C.R.
- ⑧ PUBLIC ACCESS EASEMENT IN FAVOR OF THE CITY OF LATHROP PER 2013-111676, S.J.C.R.
- ⑨ IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR ROADWAY PURPOSES IN FAVOR OF THE CITY OF LATHROP PER 2013-156594, S.J.C.R.
- ⑩ 40.5' WIDE PUE/PAE IN FAVOR OF THE CITY OF LATHROP PER TRACT 3704 (42 M&P 4)

**LEGEND**

- ROADWAY EASEMENT (100)
- LOT LINE/RIGHT OF WAY LINE
- EASEMENT (AS NOTED)
- CENTERLINE
- ① EASEMENT REFERENCE NUMBER
- TR DENOTES TRACT
- (100) IRREVOCABLE OFFER OF DEDICATION
- PUE PUBLIC UTILITY EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- LMFD LATHROP/MANATECA FIRE DISTRICT



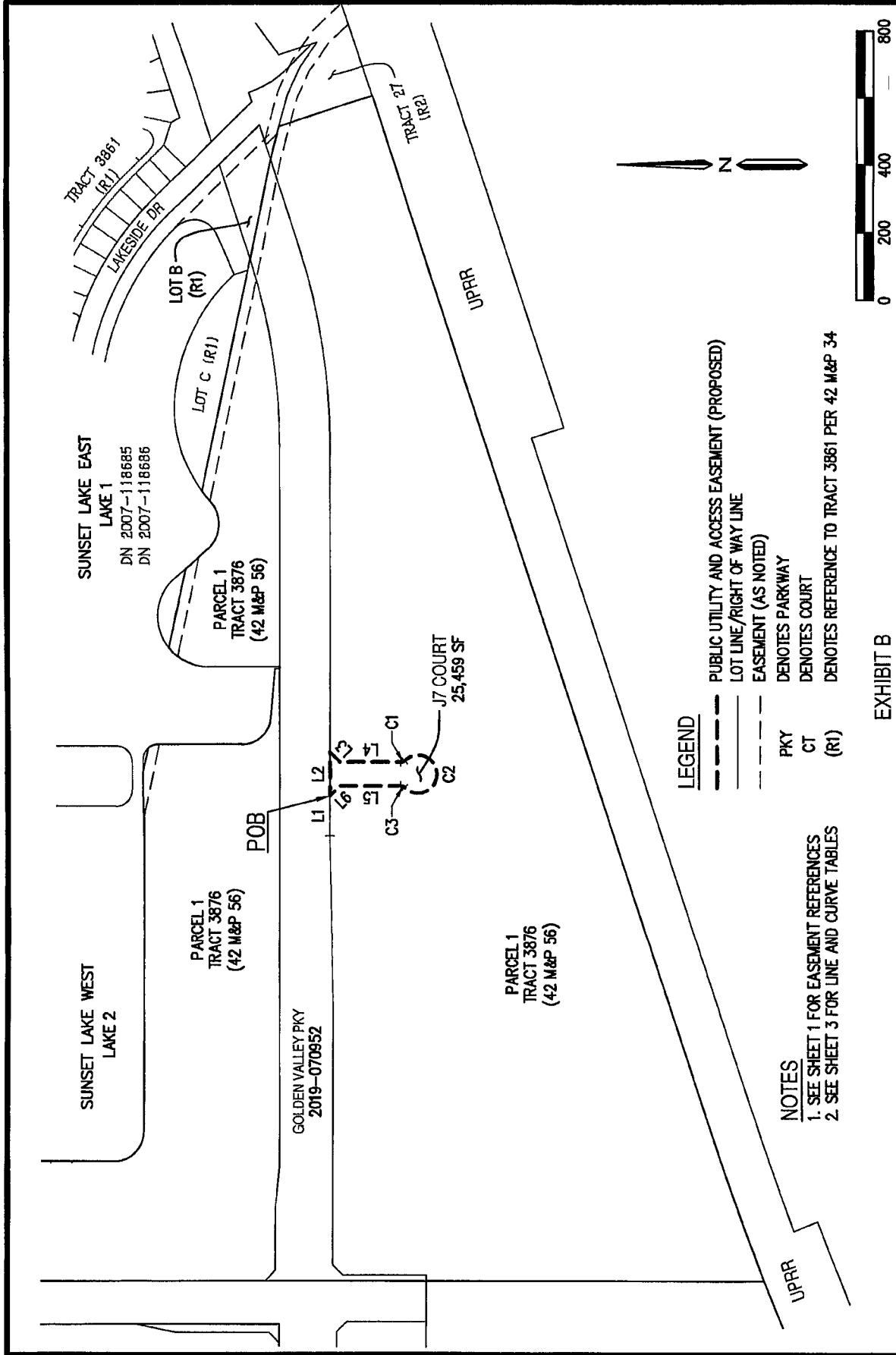
OVERALL MAP  
EXHIBIT B



RIVER ISLANDS - PHASE 1B  
J7 COURT

IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES  
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

SCALE: 1"=1000'
DRAWN BY: BW
FILE: 25500 PLAT J7_J00.DWG
DATE: 3/11/20 SHEET: 1 OF 3



**SCALE: 1"=400'**

**DRAWN BY: BW**

**FILE: 25500 PLAT J7\_100.DWG**

**DATE: 3/11/20** **SHEET: 2 OF 3**

**EXHIBIT B**

**RIVER ISLANDS - PHASE 1B**

**J7 COURT**

**IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES**

**CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA**

**ODELL ENGINEERING**

LINE TABLE		
NO	BEARING	DISTANCE
L1	EAST	118.05'
L2	EAST	130.00'
L3	N45°00'00"E	42.43'
L4	NORTH	180.77'
L5	NORTH	180.77'
L6	N45°00'00"W	42.43'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	17.00'	44°34'31"	13.23'
C2	56.00'	269°09'02"	263.06'
C3	17.00'	44°34'31"	13.23'

EXHIBIT B

SCALE: NO SCALE

DRAWN BY: BW

FILE: 25500 PLAT J7\_100.DWG

DATE: 3/11/20 SHEET: 3 OF 3

RIVER ISLANDS - PHASE 1B

J7 COURT

IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY EASEMENT PURPOSES  
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA



**EXHIBIT C**  
**SITE AND CELL TOWER COSTS; SCADA TOWER COSTS, AND RESULTING EXCESS**  
**COSTS TO BE REIMBURSED**

EXHIBIT C  
SITE AND CELL TOWER COSTS; SCADA TOWER COSTS, AND RESULTING EXCESS  
COSTS TO BE REIMBURSED

River Islands Cell Tower Site Costs		80' SCADA Tower costs		Excess Tower Costs
Description	Price	Description	Price	Price
Engineering Services	\$ 23,250	Engineering Services	\$ -	\$ 23,250
Tower Foundation	\$ 91,000	Tower Foundation	\$ 35,000	\$ 56,000
Trenching and Conduits	\$ 8,500	Trenching and Conduits	\$ 1,500	\$ 7,000
Distribution Box	\$ 5,500	Distribution Box	\$ -	\$ 5,500
H-Frame w/ Electrical and Telco	\$ 34,500	H-Frame w/ Electrical and Telco	\$ -	\$ 34,500
Grounding System	\$ 7,200	Grounding System	\$ 7,200	\$ -
120' Monopole Tower (Supply Only)	\$ 56,000	80' Monopole Tower (Supply Only) <sup>2</sup>	\$ -	\$ 56,000
120' Monopole Tower (Install)	\$ 31,000	80' Monopole Tower (Install)	\$ 7,000	\$ 24,000
Site Fence	\$ 38,613	Site Fence <sup>3</sup>	\$ -	\$ 38,613
<b>Sub Total</b>	<b>\$ 295,563</b>	<b>Sub Total</b>	<b>\$ 50,700</b>	<b>\$ 244,863</b>
Cell Tower Property (3,557 SF) <sup>1</sup>	\$ 35,671	Cell Tower Property (3,557 SF)	\$ -	\$ 35,671
<b>Total</b>	<b>\$ 331,234</b>	<b>Total</b>	<b>\$ 50,700</b>	<b>\$ 280,534</b>

Notes:

1. Property assumes same \$/Acre price as the police station (\$436,842/ Acre)
2. Existing 80' tower was intended to be relocated to this new location
3. The Water Tank/pump station site is fenced, so no added SCADA fence would have been required



GOLDEN VALLEY PARKWAY

FUTURE  
EMPLOYMENT  
CENTER

J7 STREET

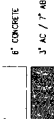
WATER TANK SITE  
SEE PLANS BY OTHERS

EX STAGE 1  
CROSS LEVIE

EXISTING  
LID SUBSTATION

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	DESCRIPTION
C1	54.00	75.2726°	71.15	AC
C2	30.00	90.0000°	47.12	AC
C3	20.00	90.0000°	31.42	AC
C4	30.00	75.2726°	39.53	AC
C5	60.00	57.9614°	79.74	AC
C6	40.00	90.0000°	62.83	AC

LEGEND

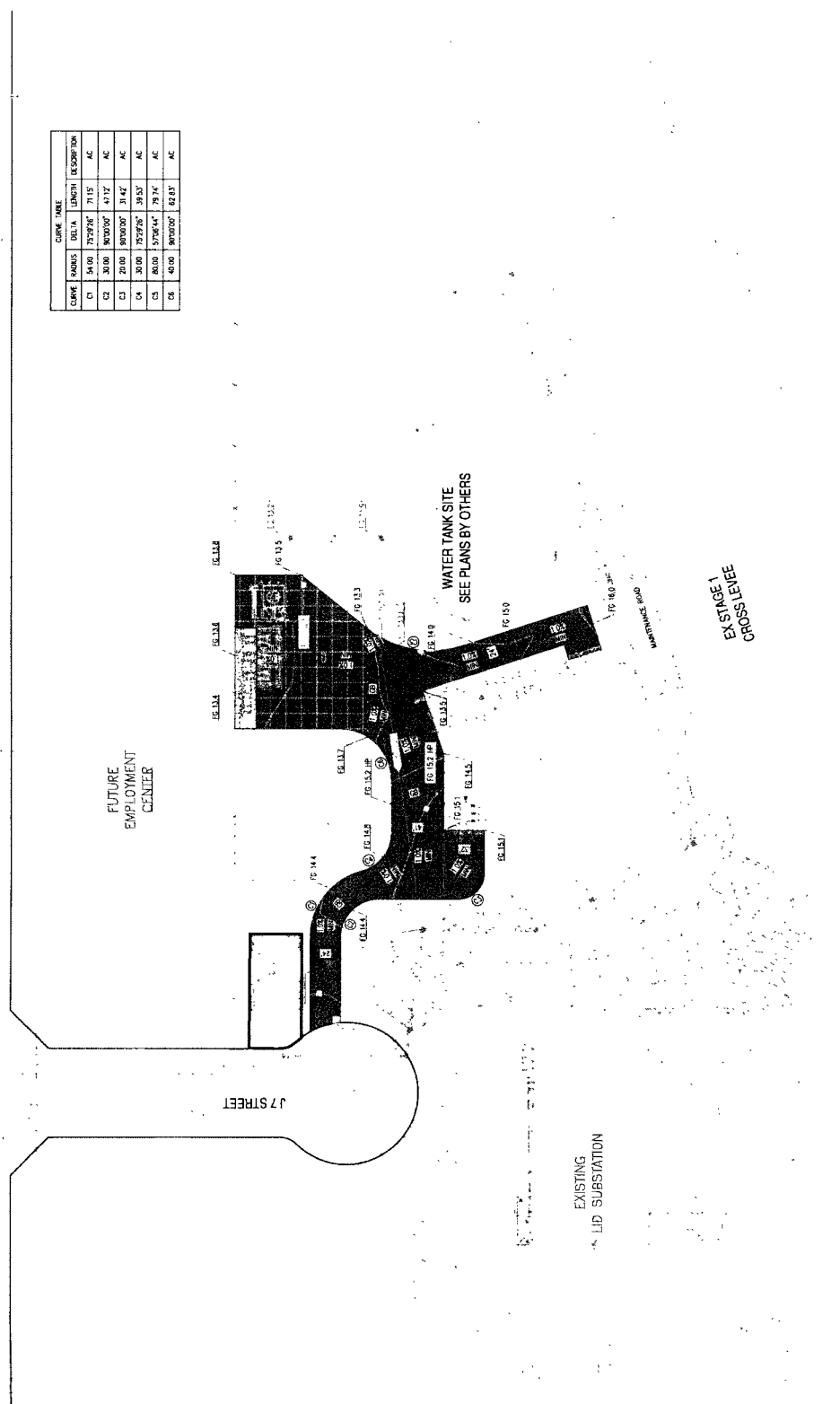
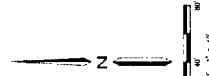


RAFT

FINAL WATER TANK SITE  
GRADING REVISION EXHIBIT  
RIVER ISLANDS

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA  
DATE: OCTOBER 02, 2019

**ODELL**  
ENGINEERING  
6200 Stoneridge Mall Road, Suite 330  
Pleasanton, CA 94588  
Ph: 925.223.8340 odellengineering.com



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