

**CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING**

ITEM: APPROVAL OF PARCEL MAP 19-03, SUBDIVISION IMPROVEMENT AGREEMENT, AND JOINT ESCROW INSTRUCTIONS FOR LATHROP GATEWAY BUSINESS PARK

RECOMMENDATION: Adopt Resolution Approving the Lathrop Gateway Business Park Parcel Map 19-03, Totaling Two (2) Lots, and Approving Subdivision Improvement Agreement and Related Joint Escrow Instructions with Lathrop Gateway 1, LLC

SUMMARY:

The applicant, Lathrop Gateway 1, LLC, managed by Phelan Haugen Development Company (Phelan), requests approval of Parcel Map 19-03 (Parcel Map), included as Attachment "B", for Phase 1 of the Lathrop Gateway Business Park (LGBP) project, totaling two (2) lots. As required by the City's subdivision ordinance, approval of the Parcel Map must also involve approval of a Subdivision Improvement Agreement (SIA), included as Attachment "C", to guarantee certain off-site and on-site improvements associated with the Parcel Map. The SIA also requires Phelan to construct certain public facilities and infrastructure that will be of benefit to other properties/developments in close proximity to LGBP. A separate agreement will be prepared in the near future to document these improvements and related costs that Phelan will be eligible for credit and/or reimbursement once the City is able to collect the required fees from the other benefitting properties as they develop.

BACKGROUND:

On February 11, 2015, the City of Lathrop Planning Commission adopted Resolution No. 15-03 to approve the Vesting Tentative Parcel Map for the Lathrop Gateway Business Park (VTM-13-69) with Conditions of Approval for development consistent with the Lathrop Gateway Specific Plan.

On December 20, 2018, the City of Lathrop Planning Commission approved a Minor Specific Plan Amendment No. SPA-18-71 and Site Plan Review No. SPR-18-40 to construct ten (10) tilt-up building totaling approximately 3,035,000 square feet of speculative industrial warehouse space within three phases of development.

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FOR LATHROP GATEWAY BUSINESS PARK

On January 24, 2018, the City of Lathrop Planning Commission approved Time Extension No. TE-18-01 for the Lathrop Gateway Business Park Vesting Tentative Parcel Map (VTM-13-69) by Resolution No. 18-1, which extended the life of the map to February 11, 2020. Pursuant to Government Code 66452.6, the expiration is extended to 36 months because the subdivider is required to expend \$236,790 or more to construct, improve, or finance the construction or public improvements outside the property boundaries of the tentative map.

Phelan has completed or has guaranteed completion of all public improvements on Parcel Map 19-03 in accordance with the provisions of the Subdivision Improvement Agreement, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees in accordance with the applicable Conditions of Approval. Upon City acceptance of improvements as complete, a one-year warranty bond will be required to secure Phelan's obligation to repair construction defects encountered during the one-year warranty bond period.

A Subdivision Improvement Agreement has been prepared by the City in accordance with the applicable Conditions of Approval and the applicable laws, signed by Phelan, and is being presented to the City Council for approval. In addition, Phelan and the City have approved joint escrow instructions, included as Attachment "G".

Pursuant to the Conditions of Approval for VTM-13-16, Phelan shall install a 12' high screening wall on the west property line of the Mendes property prior to issuance of the first building permit within Phase 1 of the Project. Phelan has completed construction of the west wall and satisfied this portion of the condition.

The plans for buildings one and two within Phase 1 have been submitted and reviewed by Staff but the permits have yet to be issued. Phelan is required to reimburse Crow Holdings (South Lathrop Commerce Center) per the approved Reimbursement Agreement prior to the issuance of a building permit in addition to other Capital Facility Fees.

Phelan is funding and causing the construction of improvements that will become public infrastructure (dry and wet utilities) beyond its required pro rata fair share contribution, which will benefit other property owner(s) within the Lathrop Gateway Specific Plan area. A Public Infrastructure Reimbursement Agreement will be prepared in the near future in accordance with the applicable Conditions of Approval and applicable laws for review and consideration of approval by the City Council.

Staff has confirmed that all Conditions of Approval of VTM-13-69 required for approval of Parcel Map 19-03 have been completed, including, without limitation, those Conditions of Approval that relate to the Subdivision Improvement Agreement. The City Engineer has confirmed that Parcel Map 19-03 is substantially the same as it appeared on VTM-13-69, is technically correct, and complies with the applicable requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.

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In accordance with applicable conditions of approval, prior to issuance of the first building permit, Phelan is required to make provision for the maintenance of certain specified public infrastructure, including the storm drain collection system, basins, street lights, traffic signal, street pavement, sanitary sewer pump station, and force-mains. Maintenance may be provided through the creation of a Community Facilities District (CFD) or through an alternative means, subject to the approval of the Public Works Director. Phelan has funded the creation of a CFD for maintenance.

The City has completed the Capital Facilities Fee (CFF) analysis for the Lathrop Gateway Specific Plan area and issued its report. City Council adopted the Lathrop Gateway Business Park Specific Plan CFFs on October 10, 2019.

Phelan in conjunction with City staff review, has provided the Parcel Map, the Subdivision Improvement Agreement, improvement plans, and all other required documents and fees necessary (as discussed above and in the attached Resolution) prior to the City Council considering Parcel Map 19-03 for approval and recordation. This includes the following documents and fees:

Documents	Status
1. Parcel Map 19-03	Council approval with this item
2. Subdivision Improvement Agreement	Council approval with this item
3. Performance Bonds	Will receive prior to Map approval
4. Labor and Material Bonds	Will receive prior to Map approval
5. Geotechnical Report	Completed
6. Joint Escrow Instructions for Recordation of Parcel Map 19-03	Council approval with this item.
7. Signed allocation of Water & Sewer to Map	Received
8. Submitted Certificate of Insurance	Received
9. Submitted Tax Letter	Received
10. Submitted Guarantee of Title	Received

Plans	Status
1. Traffic Signal (D’Arcy Pkwy & Yosemite Ave)	Approved
2. Offsite Improvement	Approved
3. Offsite Landscape	Approved
4. Offsite Composite Dry Utility	Approved

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5. Sewer Pump Station	Approved
6. Street Light	Approved

Fees	Status
1. Parcel Map Plan Check	Paid
2. Improvement Plans- Plan Check and Inspection Fees	Paid

REASON FOR RECOMMENDATION:

Phelan has furnished the City with the necessary documents to complete the processing of the Parcel Map and all required fees, as detailed more fully above and in the attached Resolution. Lathrop Gateway Business Park Parcel Map 19-03 conforms to the requirements of the Subdivision Map Act and Conditions of Approval.

FISCAL IMPACT:


There is no fiscal impact to the City by this action. City costs are covered by development fees, and any shortfalls in City maintenance and operating costs will be covered by CFD's for maintenance and/or as otherwise specified in the Conditions of Approval.

ATTACHMENTS:

- A. Resolution Approving the Lathrop Gateway Business Park Parcel Map 19-03, Totaling Two (2) Lots, and Approving Subdivision Improvement Agreement and Related Joint Escrow Instructions with Lathrop Gateway 1, LLC
- B. Parcel Map 19-03
- C. Subdivision Improvement Agreement Between the City of Lathrop and Lathrop Gateway 1, LLC for Lathrop Gateway Specific Plan – Lathrop Gateway Business Park Phase 1, Parcel Map 19-03
- D. Vicinity Map for Lathrop Gateway Business Park
- E. Joint Escrow Instructions for Recordation of Parcel Map 19-03 (Lathrop Gateway Business Park)

CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF PARCEL MAP 19-03, SIA, AND JOINT ESCROW INSTRUCTIONS
FOR LATHROP GATEWAY BUSINESS PARK

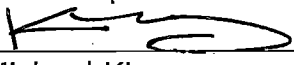
APPROVALS:



Brad Taylor
Associate Engineer

2/26/2020


Date



Michael King
Director of Public Works

2/26/2020

Date



Glenn Gebhardt
City Engineer

2/28/2020

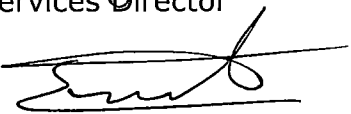
Date



Cari James
Finance & Administrative
Services Director

3/2/2020

Date



Salvador Navarrete
City Attorney

2-26-2020

Date



Stephen J. Salvatore
City Manager

3.4.2020

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE LATHROP GATEWAY BUSINESS PARK PARCEL MAP 19-03, TOTALING TWO (2) LOTS, AND APPROVING SUBDIVISION IMPROVEMENT AGREEMENT AND RELATED JOINT ESCROW INSTRUCTIONS WITH LATHROP GATEWAY 1, LLC

WHEREAS, on February 11, 2015, the City of Lathrop Planning Commission adopted Resolution No. 15-03 to approve the Vesting Tentative Parcel Map for the Lathrop Gateway Business Park (VTM-13-69) with Conditions of Approval for development consistent with the Lathrop Gateway Specific Plan; and

WHEREAS, on December 20, 2018, the City of Lathrop Planning Commission approved a Minor Specific Plan Amendment No. SPA-18-71 and Site Plan Review No. SPR-18-40 to construct ten (10) tilt-up building totaling approximately 3,035,000 square feet of speculative industrial warehouse space within three phases of development; and

WHEREAS, on January 24, 2018, the City of Lathrop Planning Commission approved Time Extension No. TE-18-01 for the Lathrop Gateway Business Park Vesting Tentative Parcel Map (VTM-13-69) by Resolution No. 18-1, which extended the life of the map to February 11, 2020. Pursuant to Government Code 66452.6, the expiration is extended to 36 months because the subdivider is required to expend \$236,790 or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map; and

WHEREAS, Phelan has completed or has guaranteed completion of all public improvements on Parcel Map 19-03 in accordance with the provisions of the Subdivision Improvement Agreement, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees in accordance with the applicable Conditions of Approval; and

WHEREAS, upon City acceptance of improvements as complete, a one-year warranty bond will be required to secure Phelan's obligation to repair construction defects encountered during the one-year warranty bond period; and

WHEREAS, a Subdivision Improvement Agreement has been prepared by the City in accordance with the applicable Conditions of Approval and the applicable laws, signed by Phelan, and is being presented to the City Council for approval; and

WHEREAS, Phelan is funding and causing the construction of improvements that will become public infrastructure (dry and wet utilities) beyond its required pro rata fair share contribution, which will benefit other property owner(s) within the Lathrop Gateway Specific Plan area. A Public Infrastructure Reimbursement Agreement will be prepared in the near future in accordance with the applicable Conditions of Approval and applicable laws for review and consideration of approval by the City Council; and

WHEREAS, staff has confirmed that all Conditions of Approval of VTM-13-69 required for approval of Parcel Map 19-03 have been completed as required, including, without limitation, those Conditions of Approval that relate to the Subdivision Improvement Agreement; and

WHEREAS, the City Engineer has confirmed that Parcel Map 19-03 is substantially the same as it appeared on VTM-13-69, is technically correct, and complies with the applicable requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16; and

WHEREAS, in accordance with applicable conditions of approval, prior to issuance of the first building permit, Phelan is required to make provision for the maintenance of certain specified public infrastructure, including the storm drain collection system, basins, street lights, traffic signal, street pavement, sanitary sewer pump station, and force-mains. Maintenance may be provided through the creation of a Community Facilities District (CFD) or through an alternative means, subject to the approval of the Public Works Director. Phelan has funded the creation of a CFD for maintenance; and

WHEREAS, the City has completed the Capital Facilities Fee (CFF) analysis for the Lathrop Gateway Specific Plan area and issued its report. City Council adopted the Lathrop Gateway Business Park Specific Plan CFFs on October 10, 2019; and

WHEREAS, Phelan in conjunction with City staff review, has provided the Parcel Map, the Subdivision Improvement Agreement, improvement plans, and all other required documents and fees necessary (as discussed above and in the attached Resolution) prior to the City Council considering Parcel Map 19-03 for approval and recordation; and

WHEREAS, Capital Facilities Fees are not required until such time as the builder applies for building permits.

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

1. The City Manager, or their designee, is authorized to execute Parcel Map 19-03 and is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. That the City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with Lathrop Gateway 1, LLC, in substantially the form as attached to the March 9, 2020 staff report, the file executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of March 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

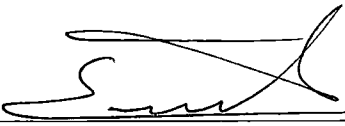
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

PARCEL MAP 19-03

OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT WE ARE THE OWNER(S) OF ALL THE LAND AND EASEMENTS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP 19-03" THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDEMENT OF SAID MAP THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WIDTH; THAT THE MAP PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF LAND RESERVED FOR PUBLIC OR PRIVATE PURPOSES BY THEIR BOUNDARIES, COURSES AND EXTENT.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP AS AN EASEMENT FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS "YOSEMITE AVENUE" AND "BUSINESS PARK COURT".

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE: PARCEL 3 AS SHOWN ON THIS PARCEL MAP, FOR STORM DRAIN PURPOSES FOR THE BENEFIT OF THE PUBLIC FOR BUT NOT LIMITED TO THE FOLLOWING USES: PUBLIC STORM DRAINAGE UTILITIES, INCLUDING ALL APPURTENANCES

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE: PARCEL 4 AS SHOWN ON THIS PARCEL MAP, FOR SANITARY SEWER PURPOSES FOR THE BENEFIT OF THE PUBLIC FOR BUT NOT LIMITED TO THE FOLLOWING USES: PUBLIC SANITARY SEWER UTILITIES, INCLUDING ALL APPURTENANCES.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES AND CONDUITS AND THEIR APPURTENANCES UPON, OVER, AND UNDER THE STRIPS OF LAND SHOWN UPON THIS MAP MARKED "10' PUE" (PUBLIC UTILITY EASEMENT) AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND MAINTAIN PIPES, VALVES, AND THEIR APPURTENANCES, UPON, OVER, AND UNDER THAT LAND AS SHOWN UPON THIS MAP MARKED "PUMP STATION EASEMENT" AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND MAINTAIN PIPES, VALVES, AND THEIR APPURTENANCES, UPON, OVER, AND UNDER THAT LAND AS SHOWN UPON THIS MAP MARKED "20' STORM DRAIN FORCED MAIN EASEMENT" AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

TO ENSURE MUNICIPAL WATER SERVICE TO ALL PARCELS, ALL WATER RIGHTS ARE DEDICATED TO THE CITY OF LATHROP WITHIN DISTINCTIVE BORDER UPON THIS MAP.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OR OF RECORD.

DATED THIS _____ DAY OF _____, 2020.

OWNER: LATHROP GATEWAY 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: PHELAN-HAUGEN LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER.

BY: HAUGEN INVESTMENTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER.

BY: _____

TITLE: DAVID M. HAUGEN, ITS MANAGER

OWNER'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF _____
ON _____, BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

NAME (PRINT) _____

PRINCIPAL COUNTY OF BUSINESS _____

MY COMMISSION EXPIRES _____

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

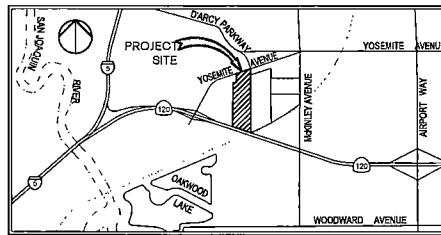
MARCH 2020 CONSISTING OF 6 SHEETS



SIEGFRIED

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- ▣ CIVIL ENGINEERING
- ▣ STRUCTURAL ENGINEERING
- ▣ SURVEYING
- ▣ PLANNING



VICINITY MAP
SCALE: NTS

BENEFICIARY'S STATEMENT:

THE UNDERSIGNED, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS BENEFICIARY UNDER THE DEED OF TRUST RECORDED AUGUST 14, 2019 AS INSTRUMENT NO. 2019-087376, SAN JOAQUIN COUNTY RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE RECORDEMENT OF THIS PARCEL MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE _____ DAY OF _____, 2020.

WELLS FARGO BANK, NATIONAL ASSOCIATION

BY: _____ TITLE _____
NAME: _____

BENEFICIARY'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF _____
ON _____, BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

NAME (PRINT) _____

PRINCIPAL COUNTY OF BUSINESS _____

MY COMMISSION EXPIRES _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT:

THIS MAP CONFORMS TO THE TENTATIVE PARCEL MAP NO. _____ APPROVED BY THE PLANNING COMMISSION ON THE _____ DAY OF _____, 2020.

DATED THIS _____ DAY OF _____, 2020.

MARK MEISSNER
SECRETARY OF THE PLANNING COMMISSION
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LATHROP GATEWAY 1, A DELAWARE LIMITED LIABILITY COMPANY. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR SHALL BE SET IN SUCH POSITIONS ON OR BEFORE JUNE 1, 2021, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ 4TH DAY OF _____ MARCH _____, 2020.

KEVIN GENASCO, P.L.S. No. 8660
LICENSE EXPIRATION DATE: 12/31/19



CITY SURVEYOR'S STATEMENT:

I, ANNE-SOPHIE TROUNG, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2020.

ANNE-SOPHIE TROUNG, L.S. 8998

CITY SURVEYOR

CITY ENGINEER'S STATEMENT:

I, GLENN GERBHART, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS PARCEL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP, IF REQUIRED.

DATED THIS _____ DAY OF _____, 2020.

GLENN GERBHART, R.C.E. No. 34681
CITY ENGINEER

CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND THE CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "PARCEL MAP 19-03" CONSISTING OF SIX (6) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2020 AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ DULY PASS AND ADOPT AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZE ITS RECORDEMENT AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL EASEMENTS, PARCEL 3, PARCEL 4, WATER RIGHTS, AND ACCEPT THE OFFER OF DEDICATION OF ALL STREETS, AVENUES, ROADS AND WAYS, AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED, IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AND FILED IN MY OFFICE.

DATED THIS _____ DAY OF _____, 2020.

TERESA VARGAS
CITY CLERK

COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2020, AT _____ A.M./P.M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____ THROUGH _____, AT THE REQUEST OF SIEGFRIED.

FEES \$ _____

STEVE J. BESTOLARDES,
COUNTY RECORDER/CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

BY: _____
ASSISTANT/DEPUTY RECORDER

PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1992 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

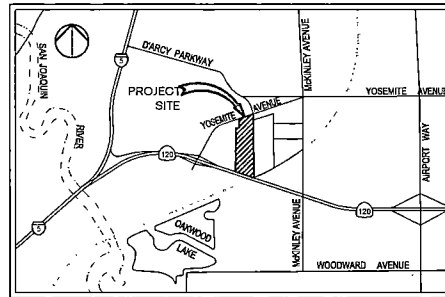
MARCH 2020 CONSISTING OF 6 SHEETS



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- STRUCTURAL ENGINEERING
- SURVEYING
- PLANNING



VICINITY MAP
SCALE: NTS

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(1) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIFEN INTO A FEE, HAVE BEEN OMITTED.

1. PACIFIC GAS AND ELECTRIC COMPANY, FOR POLE LINE AND GUY WIRES, BK 337 O.R. PG 64, S.J.C.R.
2. OCCIDENTAL PETROLEUM COMPANY, FOR PIPELINE, I.N. 45069, BK 2733 O.R. PG 97, S.J.C.R.
3. PACIFIC GAS AND ELECTRIC COMPANY, FOR PIPELINE, I.N. 44502, BK 3184 O.R. PG 250, S.J.C.R.
4. PACIFIC GAS AND ELECTRIC COMPANY, FOR ELECTRICAL TRANSMISSION LINES, D.N. 32450, BK 3669 O.R. PG 588, S.J.C.R.
5. PACIFIC GAS AND ELECTRIC COMPANY, FOR POLE LINE AND GUY WIRES, D.N. 26054, BK 4128 O.R. PG 419, S.J.C.R.
6. PACIFIC GAS AND ELECTRIC COMPANY, FOR POLE LINE AND GUY WIRES, I.N. 28855, BK 4128 O.R. PG 419, S.J.C.R.
7. OCCIDENTAL PETROLEUM COMPANY, FOR RIGHT OF WAY PURPOSES, I.N. 62790, BK 2768 O.R. PG 432, S.J.C.R.
8. STANISLAUS ELECTRIC POWER COMPANY, FOR ELECTRICAL TRANSMISSION AND TELEPHONE LINES, BK A OF DEEDS, VOL. 58, PG 467, S.J.C.R.
9. SIERRA AND SAN FRANCISCO POWER COMPANY, FOR ELECTRICAL TRANSMISSION LINES, POLE LINES, AND GUY WIRES, BK A OF DEEDS, VOL. 187, PG 221, S.J.C.R.
10. SIERRA AND SAN FRANCISCO POWER COMPANY, FOR POLE LINES AND GUY WIRES, BK A OF DEEDS, VOL. 205, PG 160, S.J.C.R.

RIGHT TO FARM STATEMENT:

PER LATHROP CITY MUNICIPAL CODE OF ORDINANCES TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEGRADATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

CERTIFICATE OF DEDICATION:

THE FOLLOWING REAL PROPERTY, PARCEL 4 AS SHOWN, IS DEDICATED BY LATHROP GATEWAY 1, A DELAWARE LIMITED LIABILITY COMPANY, 490 NEWPORT CENTER DR., STE. 405, NEWPORT BEACH, CA, 92660, FOR SANITARY SEWER PURPOSES.

THE CITY OF LATHROP SHALL RE-CONVEY THE PROPERTY, PARCEL 4 AS SHOWN, TO THE SUB DIVIDER IF THE CITY OF LATHROP MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SOILS REPORT STATEMENT:

A GEOTECHNICAL ENGINEERING REPORT WAS PREPARED BY ENGSO, TITLED "LATHROP GATEWAY BUILDINGS A AND B" DATED MAY 24, 2018 AND IS ON FILE WITH THE CITY OF LATHROP.

NOTES:

- THE EXACT LOCATION OF THE FOLLOWING EASEMENTS COULD NOT BE DETERMINED:
- 1) STANISLAUS ELECTRIC POWER COMPANY - BOOK A OF DEEDS, VOLLINR 58, PAGE 488, S.J.C.R.
 - 2) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 187, PAGE 221, S.J.C.R.
 - 3) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 205, PAGE 180, S.J.C.R.

THE LOT CONFIGURATION, PUBLIC ROAD, AND PROPOSED EASEMENTS AS SHOWN CONFORM WITH MINOR SPECIFIC PLAN AMENDMENT NO. SPA-16-71, AND SITE PLAN REVIEW NO. SPR-16-40, AS APPROVED BY THE CITY OF LATHROP.

AREA SUMMARY:

PARCEL 1 - 19.122 AC +/-
PARCEL 2 - 26.347 AC +/-
PARCEL 3 - 3.862 AC +/-
PARCEL 4 - 0.080 AC +/- (3,493 S.F.)
UNSUBDIVIDED
REMAINDER - 0.087 AC +/- (3,785 S.F.)

LEGEND:

- O.R. OFFICIAL RECORDS, BOOK-PAGE
- R.S. RECORD OF SURVEY BOOK-PAGE
- P.M. PARCEL MAP BOOK-PAGE
- FD. FOUND
- D.N. DOCUMENT NUMBER
- RB. REBAR
- I.P. IRON PIPE
- I.R. IRON ROD
- B.D. BRASS DISK
- CL. CENTERLINE
- R/W. RIGHT OF WAY
- SFN. SEARCHED, FOUND NOTHING
- (M). MEASURED DATA
- (#). RECORD DATA (SEE REFERENCES)
- PAR. PARCEL
- MF. MEASURED
- CH. CHORD
- L. LENGTH
- R. RADIUS
- Δ. CENTRAL ANGLE
- I.N. INSTRUMENT NUMBER
- LLA. LOT LINE ADJUSTMENT
- . MONUMENT FOUND AS NOTED
- EXTERIOR BOUNDARY LINE
- PROPERTY LINE
- - - - - EASEMENT LINE
- ////// RELINQUISHMENT OF ABUTTER'S RIGHTS
- SET 3/4" REBAR MONUMENT(SEE BELOW)
- ⊙ SET STANDARD STREET MONUMENT

MONUMENTS SET:

REBAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED AND STAMPED "P.L.S. 8660" FOR UNPAVED AREAS, 3"x3"x3" STEEL NAIL WITH 1 1/2" ALUMINUM WASHER STAMPED "P.L.S. 8660" FOR ASPHALT CONCRETE AREAS OR 1.17" BRASS DISK STAMPED "P.L.S. 8660" FOR CONCRETE AREAS, SHOWN THUS: ○

REFERENCES:

ALL RECORDS USED ARE
SAN JOAQUIN COUNTY
RECORDS (S.J.C.R.)
UNLESS OTHERWISE
NOTED.

- (R1) R.S. 36-139
- (R2) R.S. 8-196
- (R3) R.S. 27-62
- (R4) P.M. 11-21
- (R5) P.M. 9-147
- (R6) R.S. 35-133
- (R7) 715 O.R. 410
- (R8) D.N. 2019-003207

PARCEL MAP 19-03

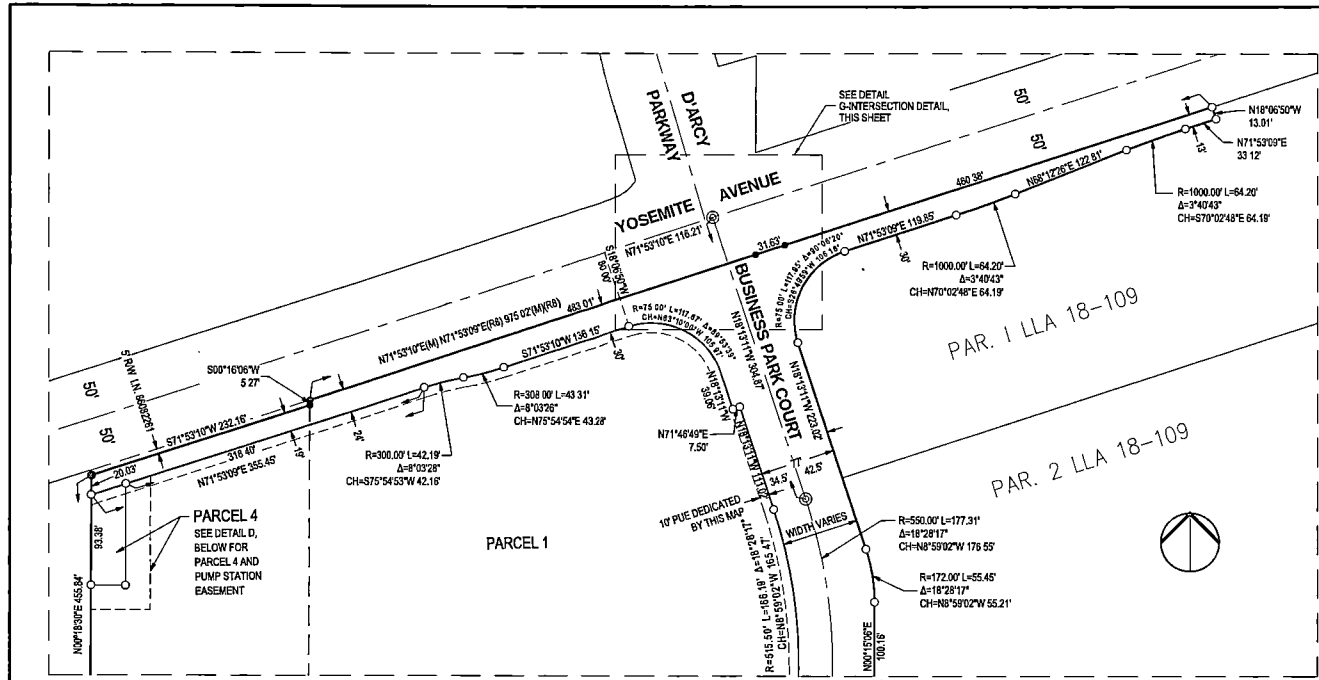
PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MARCH 2020 CONSISTING OF 6 SHEETS

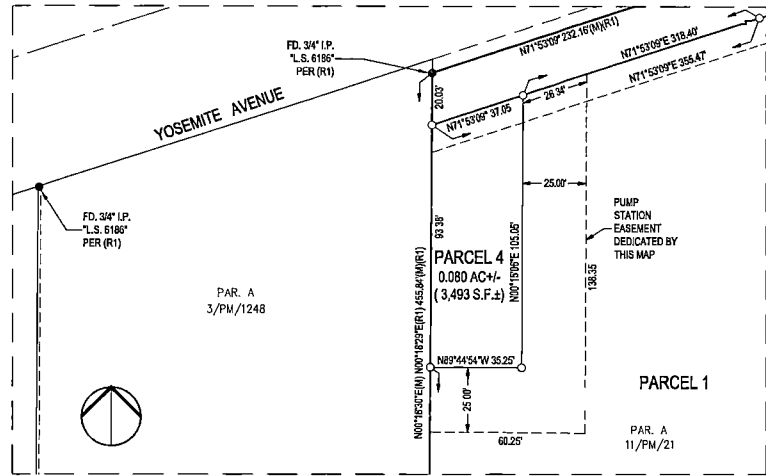
CIVIL ENGINEERING
 STRUCTURAL ENGINEERING
 SURVEYING
 PLANNING

SIEGFRIED

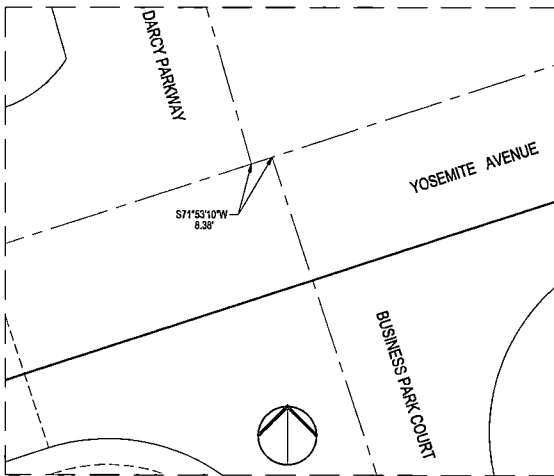
3244 Brookside Road, Suite 100 Stockton, California 95219
209-948-2021 www.siegfriedeng.com Fx: 209-942-0214



DETAIL C - RIGHT OF WAY DETAIL
SCALE: 1" = 80'



DETAIL D - PARCEL 4 AND PUMP STATION EASEMENT
DETAIL 1" = 30'



DETAIL G - INTERSECTION DETAIL
DETAIL 1" = 30'

PAR. 3
LLA 18-109
D.N.2019-003207

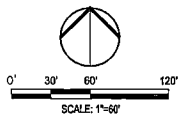
PAR. 2
LLA 18-109
D.N.2019-003207

PARCEL 2
26.347 AC. +/-

PARCEL 3
3.853 AC. +/-

STATE HIGHWAY ROUTE 120

UNION PACIFIC RAILROAD



LEGEND:

- O.R. OFFICIAL RECORDS, BOOK-PAGE
- R.S. RECORD OF SURVEY BOOK-PAGE
- P.M. PARCEL MAP BOOK-PAGE
- FD. FOUND
- D.N. DOCUMENT NUMBER
- RB. REBAR
- I.P. IRON PIPE
- I.R. IRON ROD
- B.D. BRASS DISK
- CL. CENTERLINE
- RW. RIGHT OF WAY
- SFN. SEARCHED, FOUND NOTHING
- (M) MEASURED DATA
- (R#) RECORD DATA (SEE REFERENCES)
- PAR. PARCEL
- M= MEASURED
- CH= CHORD
- L= LENGTH
- R= RADIUS
- (R)= RADIAL BEARING
- Δ= CENTRAL ANGLE
- I.N. INSTRUMENT NUMBER
- LLA. LOT LINE ADJUSTMENT
- MONUMENT FOUND AS NOTED
- EXTERIOR BOUNDARY LINE
- PROPERTY LINE
- - - EASEMENT LINE
- /// RELINQUISHED ABUTTER'S RIGHTS
- SET 3/4" MONUMENT
- ⊙ SET STANDARD STREET MONUMENT

REFERENCES:

- ALL RECORDS USED ARE
SAN JOAQUIN COUNTY
RECORDS (S.J.C.R.),
UNLESS OTHERWISE
NOTED.
- (R1) R.S. 36-139
 - (R2) R.S. 8-196
 - (R3) R.S. 27-62
 - (R4) P.M. 11-21
 - (R5) P.M. 9-147
 - (R6) R.S. 35-133
 - (R7) 715 O.R. 410
 - (R8) D.N. 2019-003207

DETAIL E
SCALE: 1"=60'

PARCEL MAP 19-03

PARCEL 1 AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1952
IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY,
TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE NOTICE OF LOT
LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD
JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN
COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MARCH 2020 CONSISTING OF 6 SHEETS



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- STRUCTURAL ENGINEERING
- SURVEYING
- PLANNING

SHEET 6 OF 6

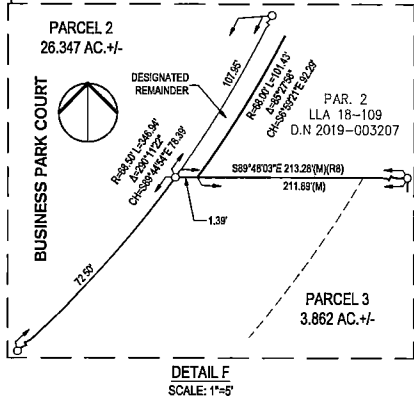
MONUMENTS SET:

REBAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED AND STAMPED
"P.L.S. 8660" FOR UNPAVED AREAS, 3"x0.35" STEEL NAIL WITH 1/2"
ALUMINUM WASHER STAMPED "P.L.S. 8660" FOR ASPHALT CONCRETE AREAS
OR 1 1/2" BRASS DISK STAMPED "P.L.S. 8660" FOR CONCRETE AREAS, SHOWN
THUS: ○

NOTES:

THE EXACT LOCATION OF THE FOLLOWING EASEMENTS COULD NOT BE DETERMINED:

- 1) STANISLAUS ELECTRIC POWER COMPANY - BOOK A OF DEEDS, VOLUME 58, PAGE 468, S.J.C.R.
- 2) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 187, PAGE 221, S.J.C.R.
- 3) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 206, PAGE 180, S.J.C.R.



CITY OF LATHROP
SUBDIVISION IMPROVEMENT AGREEMENT
LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN
LATHROP GATEWAY BUSINESS PARK PHASE 1
PARCEL MAP 19-03

This Subdivision Improvement Agreement (“*Agreement*”) is made and entered into this ninth (9th) day of March, 2020 (“*Effective Date*”), by and between the CITY OF LATHROP, a municipal corporation of the State of California (“*CITY*”) and Lathrop Gateway 1, LLC, a Delaware limited liability company (“*SUBDIVIDER*”).

RECITALS

A. On February 11, 2015, the City of Lathrop Planning Commission adopted Resolution No. 15-03 to approve the Vesting Tentative Parcel Map 13-69 (“*VTPM*”) for the Lathrop Gateway Business Park (“*LGBP*” or “*Project Site*”). Parcel Map 19-03, containing two (2) commercial/industrial lots, was approved by CITY on March 9th, 2020 (“*Parcel Map*”) and is in substantial compliance with the VTPM. The Parcel Map is attached hereto as Exhibit A to this Agreement and hereby incorporated herein by this reference.

B. SUBDIVIDER is the record owner of all two (2) lots shown on the Parcel Map, and therefore is responsible for compliance with all conditions of approval attached to the VTPM, including, without limitation, the construction of specified Improvements (as that term is defined below) as described more fully herein. Notwithstanding anything to the contrary in the foregoing, the parties acknowledge that SUBDIVIDER’s construction obligations set forth herein are subject to fee credits and/or reimbursement to the extent CITY and/or third party property owners benefit from SUBDIVIDER’s construction of the Improvements, as will be more fully set forth in a *Lathrop Gateway Business Park Reimbursement Agreement*.

C. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY'S Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make certain offers of dedication and to construct certain Improvements required under the Conditions of Approval on the VTPM (collectively, "**COAs**") and as identified in the Parcel Map and this Agreement. For purposes of this Agreement, the term "**Improvements**" shall collectively mean all public improvements required under the COAs and as expressly set forth in this Agreement that will provide services and access to lots within the Parcel Map, and which are specifically shown on the City-approved improvement plans for on-site and off-site backbone infrastructure improvements that are identified and/or referenced in attached Exhibit B (collectively, "**Improvement Plans**"). Any portion(s) of said Improvements not completed and accepted by CITY as of December 31, 2022 (subject to any extension(s) granted hereunder) shall be considered past due and a default of the SUBDIVIDER thereby automatically triggering a claim against the performance bond posted with the CITY pursuant to this agreement. For purposes of this Agreement, "**substantially complete**" shall mean that the Improvement(s) at issue may be used for their intended purpose(s). To ensure construction of the Improvements as contemplated herein occur, SUBDIVIDER shall be required to post acceptable bond(s) and/or other acceptable letter(s) of credit or guarantee in the amount(s) specified herein (collectively, "**Security**").

AGREEMENT

NOW, THEREFORE, in consideration of CITY'S pending (1) approval of the Parcel Map on March 9th, 2020 and subsequent recordation; and (2) approval and acceptance of the Improvements upon their satisfactory completion or guarantee of completion, and in consideration of SUBDIVIDER'S construction of Improvements in accordance with the terms of this Agreement and all applicable laws and regulations, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the Improvements for the two (2) lots within the Parcel Map in accordance with the provisions of this Agreement. All Improvements shall be constructed to the reasonable satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the approved Improvement Plans and specifications, the applicable improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City Lathrop, and the applicable provisions of the California Subdivision Map Act.

2. CITY hereby acknowledges and agrees that the design of the traffic signal located at the intersection of Yosemite Avenue and McKinley Avenue will be completed and approved at a later date from the approval of the Parcel Map and associated Improvement Plans. SUBDIVIDER shall complete design and construction of the intersection improvements to the required specifications listed in the VTPM and shown on attached Exhibit D prior to the issuance of certificate(s) of occupancy for any structure within the Project. SUBDIVIDER shall furnish and deliver to CITY, prior to CITY's approval of the Parcel Map, the good and sufficient surety bonds and undertakings issued by a company duly and regularly authorized to do a general surety business in the State of California, on a form reasonably approved by the CITY, in the amount(s) identified in Exhibit E.

3. SUBDIVIDER shall complete and City shall have accepted all Improvements by December 31, 2022, subject to any extension(s) provided for herein and as otherwise expressly provided for in this Agreement. Provided, however, that said deadline shall be extended for twenty-four (24) months upon SUBDIVIDER's request to CITY, supported by reasonable documentation that it is using commercially reasonable efforts to complete same and have said Improvements accepted by CITY.

4. CITY hereby acknowledges and agrees that the storm drainage facilities that are identified as a component of the Improvements shall be designed to accommodate a 100-year, 24-hour storm event rather than a 100-year, 48-hour storm event.

5. The parties acknowledge and agree that SUBDIVIDER is removing any existing well sites as may be required in accordance with applicable laws and regulations, including those required by the County Environmental Health Department. The parties further acknowledge and agree that SUBDIVIDER is conveying any and all groundwater rights associated therewith to CITY via the Parcel Map.

6. The parties acknowledge and agree that the Business Park Court median length shown in the approved VTPM is incorrect and was not the approved design of the center median just south of Yosemite Avenue. SUBDIVIDER agrees to design and construct a median of sufficient length to prohibit left turn movements from the two driveways that provide access to the north side of building one.

7. SUBDIVIDER acknowledges that the Regional Outfall Structure (ROS) fee will be due prior to the issuance of the first building permit. SUBDIVIDER shall pay the full cost of the portion that will benefit the LGBP and is eligible for reimbursement from developments within the LGBP Specific Plan Area through a reimbursement agreement, to be created at a future date.

8. SUBDIVIDER acknowledges and does not object to the modifications of the LGBP Specific Plan cross sections for McKinley Avenue and Yosemite Avenue per Minor Specific Plan Amendment No. SPA-18-71 and Site Plan Review No. SPR-18-40 and shall apply these modifications to the design and construction of Yosemite Avenue as shown in Exhibit G.

9. Pursuant to the Basis of Design Report dated September 19, 2019, SUBDIVIDER has purchased 25,840 gallons per day (gpd) of potable water capacity for Phase 1 (47.9 acres).

Potable water will be supplied to Phase 1 by one-third of the total capacity (8,613.3 gpd) from CITY groundwater and two-thirds of the total capacity (17,226.6 gpd) from South San Joaquin Irrigation District (SSJID) surface water. The water demand factor of 500 gpd/acre used to determine the potable water demand in the Basis of Design Report is significantly lower than the City Water Master Plan demand factor of 1400 gpd/acre and therefore the use of buildings within Phase 1 are limited to dry warehouse use only. A change of use that increases the consumption of potable water beyond what is stated herein will require purchase of additional water supply. The water capacity has been distributed between the two parcels within Phase 1 using the demand factor of 500 gpd/acre. Referring to Parcel Map 19-03, 9,536 gpd is allocated to the 19.072-acre Parcel One and 13,174 gpd is allocated to the 26.347-acre Parcel Two.

10. Pursuant to the Basis of Design Report dated September 19, 2019, SUBDIVIDER has established 8,266 gallons per day (gpd) of wastewater treatment and disposal for Phase 1 (47.9 acres). The wastewater flow factor of 172 gpd/acre used to determine the sewer generation in the Basis of Design Report is significantly lower than the City Sewer Master Plan flow factor of 355 gpd/acre and therefore the use of buildings within Phase 1 are limited to dry warehouse use only. A change of use that increases the generation of wastewater beyond what is stated herein will require purchase of additional wastewater treatment and disposal capacity. The wastewater capacity has been distributed between the two parcels within Phase 1 using the demand factor of 172 gpd/acre. Referring to Parcel Map 19-03, 3,280.4 gpd is allocated to the 19.072-acre Parcel One and 4,531.7 gpd is allocated to the 26.347-acre Parcel Two.

11. Pursuant to the Agreement to Improve and Transfer Real Property in Exchange for Allocation by City of Capacity for Treatment of Sewer and Storage and Disposal of Recycled Water dated June 10, 2019 (Spray Field Agreement), SUBDIVIDER shall construct improvements that will provide the City with its needed disposal capacity, which SUBDIVIDER will convey to

the City in exchange and consideration for sanitary sewer service for the Project. SUBDIVIDER shall furnish and deliver to CITY, prior to CITY's approval of the Parcel Map, the good and sufficient surety bonds and undertakings issued by a company duly and regularly authorized to do a general surety business in the State of California, on a form reasonably approved by the CITY, in the amount(s) for each identified category of Improvements as detailed in Section 18 of this agreement.

12. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of SUBDIVIDER to ensure that the construction of the Improvements is in a good and workmanlike manner.

13. CITY'S acceptance of the Improvement(s) does not operate as a release of SUBDIVIDER from any guarantee hereunder that expressly survives said acceptance.

14. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any known defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair the Improvements in good condition and in accordance with CITY's applicable specifications for one (1) year after CITY'S acceptance of the Improvements.

15. Prior to acceptance of Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount being equal to approximately ten percent (10%) of the estimated cost of the Improvements. The Warranty Bond shall be in place for a period of one (1) year after CITY's acceptance of the Improvements. The total amount of said Security is set forth in Paragraph 15, to ensure SUBDIVIDER'S repair of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one (1) year guarantee period provided there are no claims against it then outstanding.

16. Because some of the Improvements are required to provide access and necessary

utilities to the Project Site, CITY shall have the right to withhold the issuance of certificate(s) of occupancy for any structure(s) that is intended to be occupied within the Project until the Improvements are substantially complete and accepted, except in the case of any one of the following:

- a. Unreasonable delay(s) on behalf of CITY in its acceptance of same, defined to mean a delay that lasts for more than three (3) months after the below-identified Improvements are substantially complete; or
- b. Unreasonable delay(s) caused by Force Majeure.

Notwithstanding anything to the contrary in the foregoing, if any event listed in subsections (a) or (b) above, CITY unreasonably delays its acceptance of all or any portion of the above-referenced Improvement(s) such that acceptance does not occur within three (3) months of when the Improvement(s) are substantially complete, then CITY shall not be permitted to withhold building certificate(s) of occupancy and instead CITY shall issue said certificate(s) of occupancy upon SUBDIVIDER's formal submittal for an application for same. By the execution and recordation of this Agreement in the Official Records of San Joaquin County, SUBDIVIDER and any subsequent purchaser of the lot(s) within the Parcel Map are deemed to have accepted the foregoing limitation on issuance of certificate(s) of occupancy for structures intended to be occupied within the boundaries of the Parcel Map.

17. If, after receipt of written notice from CITY that SUBDIVIDER: (a) has failed to substantially complete construction of the Improvements within the time specified in this Agreement (subject to any extension(s) provided for hereunder), and SUBDIVIDER does not cure said failure within ninety (90) days (or, if said failure cannot be cured within this time frame, then the cure is commenced within that 90-day period and diligently prosecuted thereafter), or (b) has failed to repair, replace or reconstruct any defects, as set forth in Paragraph 9 above and fails to

cure same within ninety (90) days (or, if said failure cannot be cured within this time frame, then the cure is commenced during this 90-day period and diligently prosecuted thereafter) after receipt of written notice from CITY re same, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the outstanding Improvement(s), either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any Security deposited as required herein as is necessary to cover the actual costs of completion, repair, replacement, and/or reconstruction of said outstanding Improvements incurred by CITY (as well as administrative costs as specified below). Once action is taken by CITY to complete, repair, replace and/or reconstruct all or any portion of the Improvement(s), SUBDIVIDER shall be responsible for all actual costs incurred by CITY in connection therewith up to the amount of the Security provided for hereunder, even if SUBDIVIDER subsequently substantially completes the construction of (or the repair, replacement and/or reconstruction, if applicable) the Improvements. CITY's recourse against SUBDIVIDER for failure to substantially complete (or the repair, replacement and/or reconstruction, if applicable) the Improvements shall be limited to the Security (i.e., any letter of guarantee, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) provided for under this Agreement. The parties acknowledge and agree that any and all administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, actually incurred by CITY, in addition to the actual costs of the Improvements that CITY is required to complete, repair, replace and/or reconstruct shall be a proper charge against the Security provided for hereunder. If it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such Improvement(s), SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith if and to the extent CITY prevails in such action.

18. SUBDIVIDER shall furnish and deliver to CITY, prior to CITY's approval of the

Parcel Map, the good and sufficient surety bonds and undertakings issued by a company duly and regularly authorized to do a general surety business in the State of California, on a form reasonably approved by the CITY, in the amount(s) for each identified category of Improvements as detailed below and in Exhibit F.

Improvement Engineer's Estimate (EE)	\$8,130,514
Improvement Performance Guarantee (PG) (110% of total cost)	\$8,943,565
Improvement Labor & Materials Guarantee (M&L) (50% of PG)	\$4,471,780
Spray Field Engineer's Estimate (EE)	\$2,493,750
Spray Field Performance Guarantee (PG) (110% of total cost)	\$2,992,500
Spray Field Labor & Materials Guarantee (M&L) (50% of PG)	\$1,496,250

- a. *For Performance:* Improvement security in the aggregate total amount of Eight Million, Nine Hundred Forty-Three Thousand, Five Hundred Sixty-Five Dollars (\$8,943,565), representing one hundred percent (100%) of the City Engineer's approved estimated cost (estimated cost to include a 10% contingency) to complete construction of all Improvements. Spray Field security in the aggregate total amount of Two Million, Nine Hundred Ninety-Two Thousand, Five Hundred Dollars (\$2,992,500), representing one hundred percent (100%) of the City Engineer's approved estimated cost (estimated cost to include a 20% contingency per the Spray Field Agreement) to complete construction of the Spray Field. Performance Bonds shall be exonerated and released upon acceptance by CITY of the Improvements and Spray Field so secured and upon SUBDIVIDER providing a Warranty Bond for the Improvements and Spray Field to CITY as required by this Agreement.
- b. *For Labor and Material:* Improvement security in the aggregate total amount of

Four Million, Four Hundred Seventy-One Thousand, Seven Hundred Eighty Dollars (\$4,471,780), representing fifty percent (50%) of the Performance Bond amount. Spray Field security in the aggregate total amount of One Million, Four Hundred Ninety-Six Thousand, Two Hundred Fifty Dollars (\$1,496,250), representing fifty percent (50%) of the Performance Bond amount. Labor and Materials Bond shall be exonerated and released upon acceptance by CITY of the relevant category of the Improvements and Spray Field so secured and upon SUBDIVIDER providing a Warranty Bond for the Improvements and Spray Field to CITY as required by this Agreement.

- c. *For Maintenance:* Improvement security in the aggregate total amount of Eight Hundred Ninety-Four Thousand, Three Hundred Fifty-Seven Dollars (\$894,357) representing ten percent (10%) of the Performance Guarantee for the Improvements. Spray Field security in the aggregate total amount of Two Hundred Ninety-Nine Thousand, Two Hundred Fifty Dollars (\$299,250) representing ten percent (10%) of the Performance Guarantee for the Spray Field. The Warranty Bond shall be in place for a period of one (1) year after CITY's acceptance of the Improvements and Spray Field. The Warranty Bond shall be released at the end of the one (1) year guarantee period provided there are no claims against it then outstanding.

19. SUBDIVIDER shall comply with CITY'S insurance requirements set forth on Exhibit C, attached hereto and incorporated herein.

20. In connection with SUBDIVIDER's obligation to obtain the Security hereunder, SUBDIVIDER shall ensure (as documented by provision(s) in the Security instrument(s) that are consistent with this Paragraph 14) that each such surety (a) shall not be exonerated or otherwise

released from liability under the applicable Security instrument(s) as a result of changes to the Improvement Plans and/or this Agreement that are approved by SUBDIVIDER and CITY, and (b) shall consent to any such changes to the Improvement Plans and/or this Agreement and waive the provisions of California Civil Code section 2819.

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

22. Neither CITY nor any of its officers, employees, or agents, shall be liable to SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

23. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "*Indemnitees*"), harmless from any liability for damage or claims which arises from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any of SUBDIVIDER'S contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings of any type that maybe brought or instituted against CITY and Indemnitees on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of its duties and obligations under this Agreement, or from the negligent act or omission of itself, its agents, contractors, representatives, servants or employees,

except in the event and to the extent said claims resulted from the gross negligence or willful misconduct of CITY. The promises and agreement to indemnify and hold harmless set forth in this Paragraph 17 are not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not, waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Paragraph 17, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

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

25. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the Project Site. SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding CITY fees and charges have been paid, and the City Council has accepted the Improvements as complete.

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

27. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY, which such consent shall not be unreasonably delayed, conditioned or denied. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of SUBDIVIDER shall be jointly and severally liable hereunder unless SUBDIVIDER and its assignee have executed an Assumption and Assumption Agreement in which case SUBDIVIDER shall be released from all of its obligations hereunder so assigned to the assignee. Notwithstanding anything to the contrary in the foregoing, SUBDIVIDER shall be permitted to assign its rights and obligations under this Agreement to any "*Affiliate*", which is defined to mean an entity or person that is directly or indirectly Controlling, Controlled by, or under common Control of SUBDIVIDER. The term "*Control*" as used herein, shall mean the power to direct the day-to-day management of SUBDIVIDER, and it shall be a presumption that Control with respect to a corporation or limited liability company is the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the Controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, Control is the possession, indirectly or directly, of the power to direct or cause the direction of the day-to-day management of the controlled entity.

28. SUBDIVIDER shall, at its expense, require all contractors and sub-contractors to obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, SUBDIVIDER (and its General Contractor/subcontractors to the extent required under applicable law) shall obtain a City of Lathrop Business License. SUBDIVIDER shall comply with all applicable local, state and federal laws whether or not said laws are expressly stated in this Agreement.

29. This Agreement and any amendments hereto comprise the entire understanding and

c. Exhibits. The following exhibits are attached to this Agreement and are incorporated to this Agreement by this reference:

EXHIBIT A: PARCEL MAP No. 19-03

EXHIBIT B: LIST OF APPLICABLE PLANS AND SPECIFICATIONS FOR IDENTIFIED IMPROVEMENTS

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: YOSEMITE AVENUE AND MCKINLEY AVENUE INTERSECTION IMPROVEMENTS

EXHIBIT E: YOSEMITE AVENUE AND MCKINLEY AVENUE INTERSECTION COST ESTIMATE

EXHIBIT F: ENGINEERS ESTIMATE FOR OFFSITE IMPROVEMENTS

EXHIBIT G: MODIFIED LGBP SPECIFIC PLAN CROSS SECTIONS

d. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes and labor disputes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terrorism; epidemics; quarantine restrictions; freight embargoes; materials shortages and/or inability to obtain materials due to tariffs, governmental restrictions or priority; unusually severe weather; acts or omissions of the other party; or acts or failures to act of any public or governmental agency or entity (except that acts or failures to act of CITY shall not excuse performance by CITY); or moratorium (each a “*Force Majeure Delay*”). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice (as that term is defined above) by the party claiming such extension is sent to the other party within sixty (60) days of the commencement of the cause.

e. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

f. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

g. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

h. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

i. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

j. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first day and including the last.

If the time in which an act is to be performed falls on a Saturday, Sunday or any day observed as a legal holiday by CITY, the time for performance shall be extended to the following business day.

k. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of
March, 2020, at Lathrop, California.

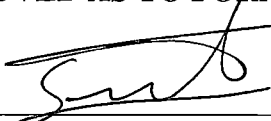
CITY OF LATHROP,
A California municipal corporation of the
State of California

By: _____
Stephen J. Salvatore Date
City Manager

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

By: _____
Teresa Vargas Date
City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

By:  _____ 2-26-2020
Salvador Navarrete Date
City Attorney

SUBDIVIDER

LATHROP GATEWAY 1, LLC,
A Delaware limited liability company

By: Phelan-Haugen, LLC,
a California limited liability company,
Its Managing Member

By: Haugen Investments, LLC,
a California limited liability company,
Its Manager

By: _____
David M. Haugen, Manager

EXHIBIT A

PARCEL MAP NO 19-03

PARCEL MAP 19-03

OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT WE ARE THE OWNER(S) OF ALL THE LAND AND EASEMENTS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP 19-03" THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WIDTH; THAT THE MAP PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF LAND RESERVED FOR PUBLIC OR PRIVATE PURPOSES BY THEIR BOUNDARIES, COURSES AND EXTENT.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE: PARCEL 3 AS SHOWN ON THIS PARCEL MAP, FOR STORM DRAIN PURPOSES FOR THE BENEFIT OF THE PUBLIC FOR BUT NOT LIMITED TO THE FOLLOWING USES: PUBLIC STORM DRAINAGE UTILITIES, INCLUDING ALL APPURTENANCES.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE: PARCEL 4 AS SHOWN ON THIS PARCEL MAP, FOR SANITARY SEWER PURPOSES FOR THE BENEFIT OF THE PUBLIC FOR BUT NOT LIMITED TO THE FOLLOWING USES: PUBLIC SANITARY SEWER UTILITIES, INCLUDING ALL APPURTENANCES.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES AND CONDUITS AND THEIR APPURTENANCES UPON, OVER, AND UNDER THE STRIPS OF LAND SHOWN UPON THIS MAP MARKED "11' PUE" (PUBLIC UTILITY EASEMENT) AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND MAINTAIN PIPES, VALVES, AND THEIR APPURTENANCES, UPON, OVER, AND UNDER THAT LAND AS SHOWN UPON THIS MAP MARKED "PUMP STATION EASEMENT" AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND MAINTAIN PIPES, VALVES, AND THEIR APPURTENANCES, UPON, OVER, AND UNDER THAT LAND AS SHOWN UPON THIS MAP MARKED "20' STORM DRAIN FORCED MAIN EASEMENT" AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

TO ENSURE MUNICIPAL WATER SERVICE TO ALL PARCELS, ALL WATER RIGHTS ARE DEDICATED TO THE CITY OF LATHROP WITHIN DISTINCTIVE BORDER UPON THIS MAP.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OR OF RECORD

DATED THIS _____ DAY OF _____, 2020.

OWNER: LATHROP GATEWAY 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: PHELAN-HAUGEN LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER.

BY: HAUGEN INVESTMENTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER.

BY: _____

TITLE: DAVID M. HAUGEN, ITS MANAGER

OWNER'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF _____
ON _____, BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

NAME (PRINT) _____

PRINCIPAL COUNTY OF BUSINESS _____

MY COMMISSION EXPIRES _____

PARCEL 4 AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LA-18-189, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

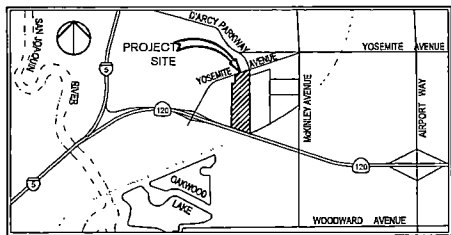
MARCH 2020 CONSISTING OF 6 SHEETS



SIEGFRIED

3244 Brookside Road, Suite 100 Stockton, California 95219
209-943-2021 www.siegfriedeng.com Fx: 209-942-0214

- CIVIL ENGINEERING
- STRUCTURAL ENGINEERING
- SURVEYING
- PLANNING



VICINITY MAP
SCALE: NTS

BENEFICIARY'S STATEMENT:

THE UNDERSIGNED, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS BENEFICIARY UNDER THE DEED OF TRUST RECORDED AUGUST 14, 2019 AS INSTRUMENT NO. 2019-087378, SAN JOAQUIN COUNTY RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE RECORDATION OF THIS PARCEL MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE _____ DAY OF _____, 2020.

WELLS FARGO BANK, NATIONAL ASSOCIATION

BY: _____ NAME: _____ TITLE _____

BENEFICIARY'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF _____
ON _____, BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

NAME (PRINT) _____

PRINCIPAL COUNTY OF BUSINESS _____

MY COMMISSION EXPIRES _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT:

THIS MAP CONFORMS TO THE TENTATIVE PARCEL MAP NO. _____ APPROVED BY THE PLANNING COMMISSION ON THE _____ DAY OF _____, 2020.

DATED THIS _____ DAY OF _____, 2020.

MARK MEISSNER
SECRETARY OF THE PLANNING COMMISSION
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LATHROP GATEWAY 1, A DELAWARE LIMITED LIABILITY COMPANY. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR SHALL BE SET IN SUCH POSITIONS ON OR BEFORE JUNE 1, 2021, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 4TH DAY OF MARCH, 2020

KEVIN GENASCI, P.L.S. No. 8660
LICENSE EXPIRATION DATE: 12/31/19



CITY SURVEYOR'S STATEMENT:

I, ANNE-SOPHIE TROUNG, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2020.

ANNE-SOPHIE TROUNG, LS 8958

CITY SURVEYOR

CITY ENGINEER'S STATEMENT:

I, GLENN GERBHARDT, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS PARCEL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP, IF REQUIRED.

DATED THIS _____ DAY OF _____, 2020

GLENN GERBHARDT, R.C.E. No. 34681

CITY ENGINEER

CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND THE CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "PARCEL MAP 19-03" CONSISTING OF SIX (6) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2020 AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ DULY PASS AND ADOPT AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZE ITS RECORDATION AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL EASEMENTS, PARCEL 3, PARCEL 4, WATER RIGHTS, AND ACCEPT THE OFFER OF DEDICATION OF ALL STREETS, AVENUES, ROADS AND WAYS, AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED, IN ACCORDANCE WITH CHAPTER 16, TITLE 16.18 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AND FILED IN MY OFFICE.

DATED THIS _____ DAY OF _____, 2020.

TERESA VARGAS

CITY CLERK

COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2020, AT _____ A.M./P.M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____ THROUGH _____, AT THE REQUEST OF SIEGFRIED.

FEE: \$ _____

STEVE J. BESTOLARIDES,
COUNTY RECORDER/CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

BY: _____
ASSISTANT/DEPUTY RECORDER

PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982 IN VOLUME 11 OF PARCEL MAPS AT PAGE 31, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-106, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

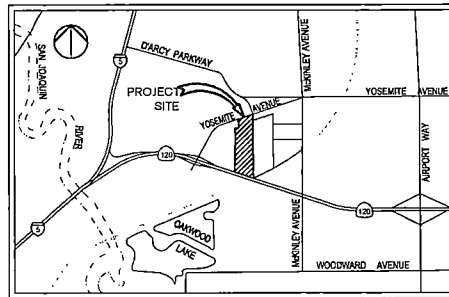
MARCH 2020 CONSISTING OF 6 SHEETS



SIEGFRIED

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209-943-2021 www.siegfriedeng.com Fax: 209-942-0214

- CIVIL ENGINEERING
- STRUCTURAL ENGINEERING
- SURVEYING
- PLANNING



VICINITY MAP
SCALE: NTS

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66438(a), 3(A)(1) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RISE INTO A FEE, HAVE BEEN OMITTED.

1. PACIFIC GAS AND ELECTRIC COMPANY, FOR POLE LINE AND GUY WIRES, BK 337 O.R. PG 64, S.J.C.R.
2. OCCIDENTAL PETROLEUM COMPANY, FOR PIPELINE, I.N. 45069, BK 2733 O.R. PG 97, S.J.C.R.
3. PACIFIC GAS AND ELECTRIC COMPANY, FOR PIPELINE, I.N. 44502, BK 3164 O.R. PG 250, S.J.C.R.
4. PACIFIC GAS AND ELECTRIC COMPANY, FOR ELECTRICAL TRANSMISSION LINES, D.N. 32450, BK 3669 O.R. PG 586, S.J.C.R.
5. PACIFIC GAS AND ELECTRIC COMPANY, FOR POLE LINE AND GUY WIRES, D.N. 26054, BK 4128 O.R. PG 419 S.J.C.R.
6. PACIFIC GAS AND ELECTRIC COMPANY, FOR POLE LINE AND GUY WIRES, I.N. 25055, BK 4128 O.R. PG 419, S.J.C.R.
7. OCCIDENTAL PETROLEUM COMPANY, FOR RIGHT OF WAY PURPOSES, I.N. 62790, BK 2768 O.R. PG 432, S.J.C.R.
8. STANISLAUS ELECTRIC POWER COMPANY, FOR ELECTRICAL TRANSMISSION AND TELEPHONE LINES, BK A OF DEEDS, VOL 58, PG 467, S.J.C.R.
9. SIERRA AND SAN FRANCISCO POWER COMPANY, FOR ELECTRICAL TRANSMISSION LINES, POLE LINES, AND GUY WIRES, BK A OF DEEDS, VOL 187, PG 221, S.J.C.R.
10. SIERRA AND SAN FRANCISCO POWER COMPANY, FOR POLE LINES AND GUY WIRES, BK A OF DEEDS, VOL 205, PG 180, S.J.C.R.

RIGHT TO FARM STATEMENT:

PER LATHROP CITY MUNICIPAL CODE OF ORDINANCES TITLE 15, CHAPTER 15.48 04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, FLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPRECIATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

CERTIFICATE OF DEDICATION:

THE FOLLOWING REAL PROPERTY, PARCEL 4 AS SHOWN, IS DEDICATED BY LATHROP GATEWAY 1, A DELAWARE LIMITED LIABILITY COMPANY, 450 NEWPORT CENTER DR., STE. 405, NEWPORT BEACH, CA, 92663, FOR SANITARY SEWER PURPOSES.

THE CITY OF LATHROP SHALL RE-CONVEY THE PROPERTY, PARCEL 4 AS SHOWN, TO THE SUB DIVIDER IF THE CITY OF LATHROP MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SOILS REPORT STATEMENT:

A GEOTECHNICAL ENGINEERING REPORT WAS PREPARED BY ENGEO, TITLED "LATHROP GATEWAY BUILDINGS A AND B" DATED MAY 24, 2018 AND IS ON FILE WITH THE CITY OF LATHROP.

NOTES:

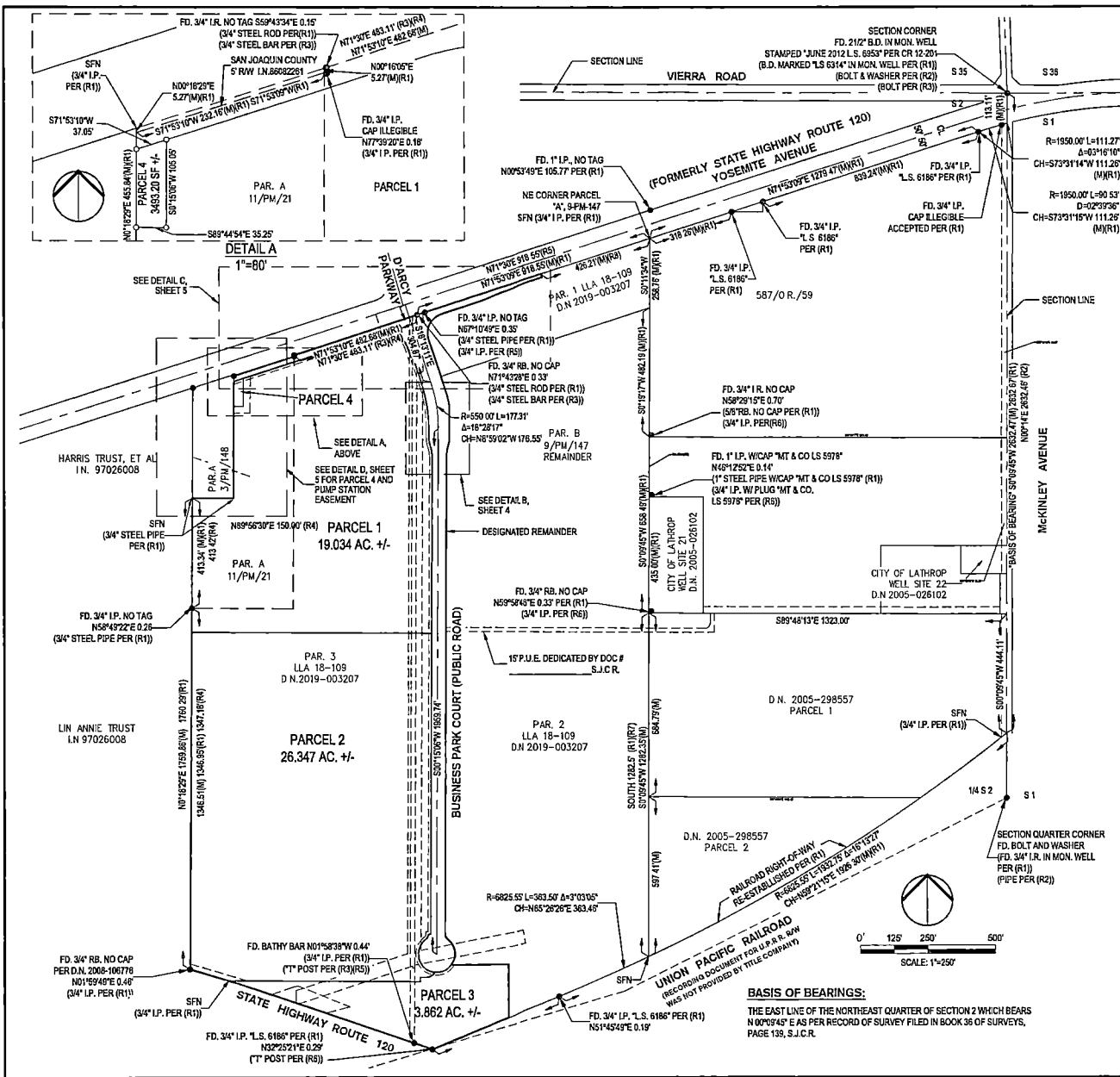
THE EXACT LOCATION OF THE FOLLOWING EASEMENTS COULD NOT BE DETERMINED:

- 1) STANISLAUS ELECTRIC POWER COMPANY - BOOK A OF DEEDS, VOLLNR 58, PAGE 468, S.J.C.R.
- 2) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 187, PAGE 221, S.J.C.R.
- 3) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 205, PAGE 180, S.J.C.R.

THE LOT CONFIGURATION, PUBLIC ROAD, AND PROPOSED EASEMENTS AS SHOWN CONFORM WITH MINOR SPECIFIC PLAN AMENDMENT NO. SPA-18-71, AND SITE PLAN REVIEW NO. SPR-18-40, AS APPROVED BY THE CITY OF LATHROP.

AREA SUMMARY:

PARCEL 1 - 18.122 AC +/-
PARCEL 2 - 26.347 AC +/-
PARCEL 3 - 3.892 AC +/-
PARCEL 4 - 0.080 AC +/- (3,493 S.F.)
UNSUBDIVIDED
REMAINDER - 0.087 AC +/- (3,785 S.F.)



REFERENCES:

ALL RECORDS USED ARE SAN JOAQUIN COUNTY RECORDS (S.J.C.R.), UNLESS OTHERWISE NOTED.

- (R1) R.S. 36-139
- (R2) R.S. 8-196
- (R3) R.S. 27-62
- (R4) P.M. 11-21
- (R5) P.M. 9-147
- (R6) R.S. 35-133
- (R7) 715 O.R. 410
- (R8) D.N. 2019-003207

LEGEND:

- O.R. OFFICIAL RECORDS, BOOK-PAGE
- R.S. RECORD OF SURVEY BOOK-PAGE
- P.M. PARCEL MAP BOOK-PAGE
- FD. FOUND
- D.N. DOCUMENT NUMBER
- R.B. REBAR
- I.P. IRON PIPE
- L.R. IRON ROD
- B.D. BRASS DISK
- CL. CENTERLINE
- R.W. RIGHT OF WAY
- S.F.N. SEARCHED, FOUND NOTHING
- M. MEASURED DATA
- (R&R) RECORD DATA (SEE REFERENCES)
- PAR. PARCEL
- M. MEASURED
- CH= CHORD
- L= LENGTH
- R= RADIUS
- Δ= CENTRAL ANGLE
- I.N. INSTRUMENT NUMBER
- LLA LOT LINE ADJUSTMENT
- MONUMENT FOUND AS NOTED
- EXTERIOR BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE
- SET 3/4" MONUMENT
- SET STANDARD STREET MONUMENT

MONUMENTS SET:

REBAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED AND STAMPED "P.L.S. 8660" FOR UNPAVED AREAS, 3/8" X 3/8" STEEL NAIL WITH 1 1/2" ALUMINUM WASHER STAMPED "P.L.S. 8660" FOR ASPHALT CONCRETE AREAS OR 1.17" BRASS DISK STAMPED "P.L.S. 8660" FOR CONCRETE AREAS, SHOWN THUS: ○

PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

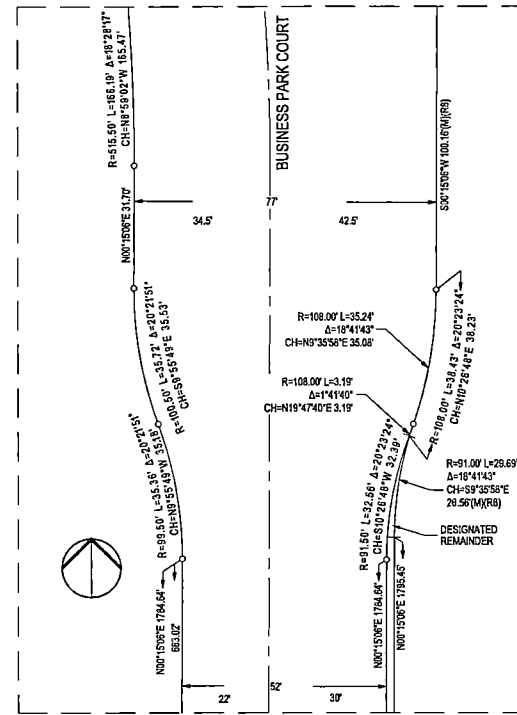
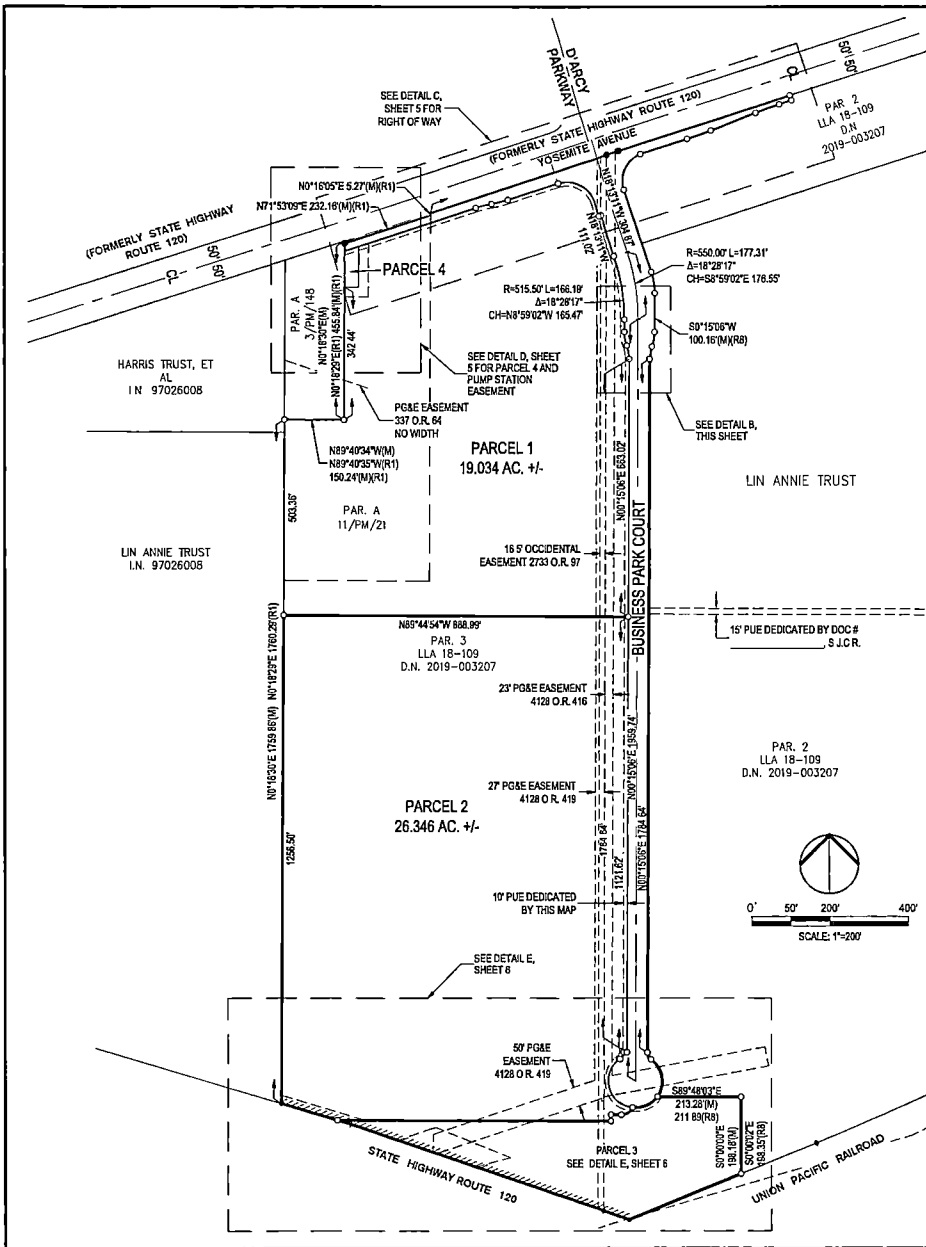
MARCH 2020 CONSISTING OF 6 SHEETS



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- STRUCTURAL ENGINEERING
- SURVEYING
- PLANNING



DETAIL B
DETAIL 1" = 20'

REFERENCES:

ALL RECORDS USED ARE
SAN JOAQUIN COUNTY
RECORDS (S.J.C.R.),
UNLESS OTHERWISE
NOTED.

- (R1) R.S. 36-139
- (R2) R.S. 8-186
- (R3) R.S. 27-62
- (R4) P.M. 11-21
- (R5) P.M. 9-147
- (R6) R.S. 35-133
- (R7) 715 O.R. 410
- (R8) D.N. 2019-003207

LEGEND:

- O.R. OFFICIAL RECORDS, BOOK-PAGE
- R.S. RECORD OF SURVEY BOOK-PAGE
- P.M. PARCEL MAP BOOK-PAGE
- FD. FOUND
- D.N. DOCUMENT NUMBER
- RB. REBAR
- I.P. IRON PIPE
- I.R. IRON ROD
- B.D. BRASS DISK
- CL. CENTERLINE
- RAW. RIGHT OF WAY
- SFN. SEARCHED, FOUND NOTHING
- (M). MEASURED DATA
- (R#). RECORD DATA (SEE REFERENCES)
- PAR. PARCEL
- M=. MEASURED
- CH=. CHORD
- L=. LENGTH
- R=. RADIUS
- Δ=. CENTRAL ANGLE
- I.N. INSTRUMENT NUMBER
- LLA. LOT LINE ADJUSTMENT
- . MONUMENT FOUND AS NOTED
- EXTERIOR BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE
- ////// RELINQUISHMENT OF ABUTTER'S RIGHTS
- SET 3/4" REBAR MONUMENT (SEE BELOW)

MONUMENTS SET:

REBAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED
AND STAMPED "P.L.S. 8660" FOR UNPAVED AREAS, 2"x2" 35"
STEEL NAIL WITH 1 1/2" ALUMINUM WASHER STAMPED
"P.L.S. 8660" FOR ASPHALT CONCRETE AREAS OR 1.17"
BRASS DISK STAMPED "P.L.S. 8660" FOR CONCRETE
AREAS, SHOWN THUS: ○

PARCEL MAP 19-03

PARCEL 1 AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982
IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY,
TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/NOTICE OF LOT
LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD
JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN
COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

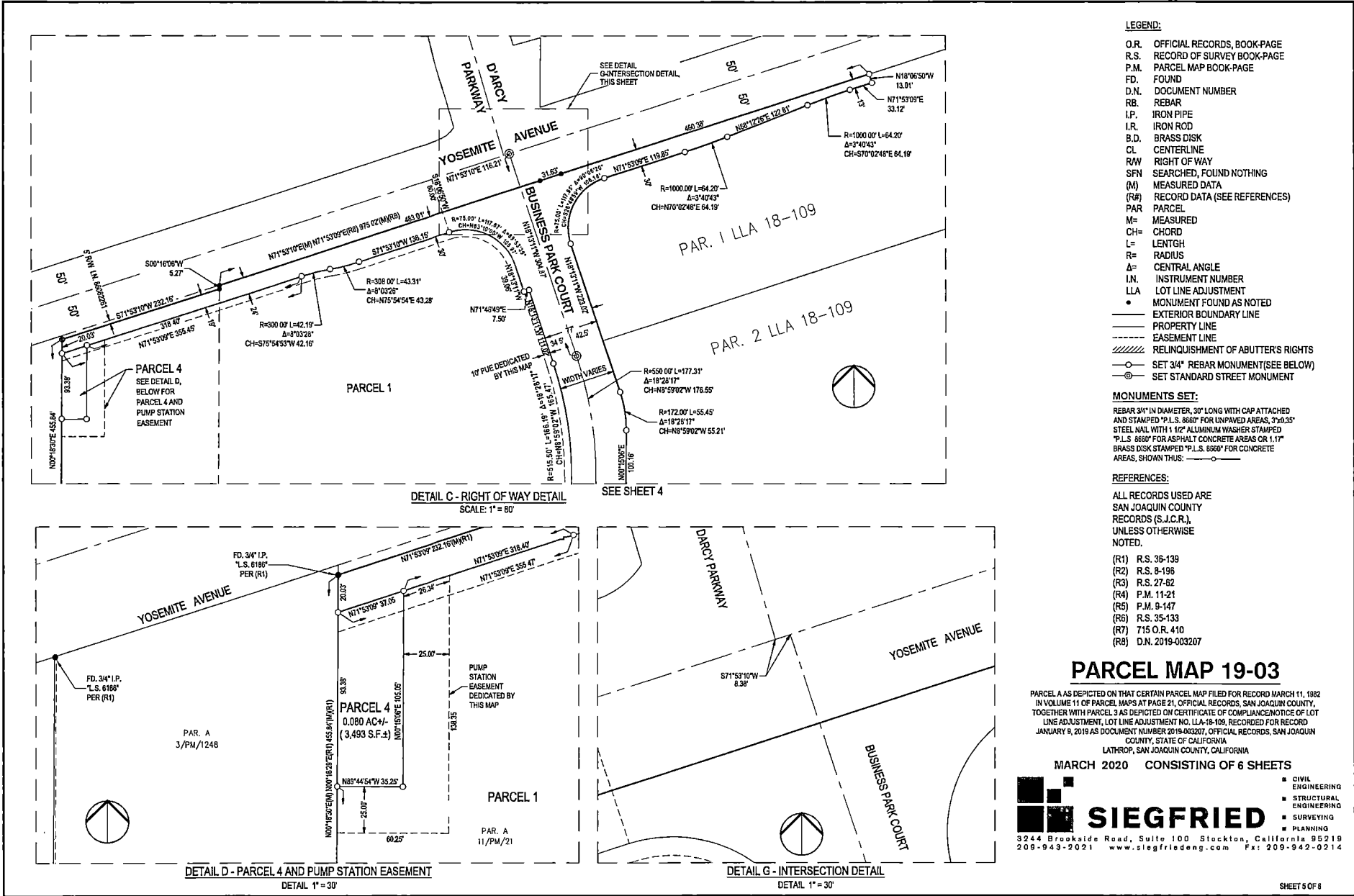
MARCH 2020 CONSISTING OF 6 SHEETS



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- SURVEYING
- PLANNING



- LEGEND:**
- O.R. OFFICIAL RECORDS, BOOK-PAGE
 - R.S. RECORD OF SURVEY BOOK-PAGE
 - P.M. PARCEL MAP BOOK-PAGE
 - FD. FOUND
 - D.N. DOCUMENT NUMBER
 - RB. REBAR
 - I.P. IRON PIPE
 - I.R. IRON ROD
 - B.D. BRASS DISK
 - CL. CENTERLINE
 - RAW. RIGHT OF WAY
 - SFN. SEARCHED, FOUND NOTHING
 - (M). MEASURED DATA
 - (RW). RECORD DATA (SEE REFERENCES)
 - PAR. PARCEL
 - M. MEASURED
 - CH. CHORD
 - L. LENGTH
 - R. RADIUS
 - A. CENTRAL ANGLE
 - I.N. INSTRUMENT NUMBER
 - LLA. LOT LINE ADJUSTMENT
 - MONUMENT FOUND AS NOTED
 - EXTERIOR BOUNDARY LINE
 - PROPERTY LINE
 - - - - - EASEMENT LINE
 - ////// RELINQUISHMENT OF ABUTTER'S RIGHTS
 - SET 3/4" REBAR MONUMENT (SEE BELOW)
 - ⊙ SET STANDARD STREET MONUMENT

MONUMENTS SET:

REBAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED AND STAMPED "P.L.S. 8667" FOR UNPAVED AREAS, 3"x0.35" STEEL NAIL WITH 1/2" ALUMINUM WASHER STAMPED "P.L.S. 8669" FOR ASPHALT CONCRETE AREAS OR 1.1" BRASS DISK STAMPED "P.L.S. 8669" FOR CONCRETE AREAS, SHOWN THUS: ○

REFERENCES:

ALL RECORDS USED ARE SAN JOAQUIN COUNTY RECORDS (S.J.C.R.), UNLESS OTHERWISE NOTED.

- (R1) R.S. 36-139
- (R2) R.S. 8-196
- (R3) R.S. 27-62
- (R4) P.M. 11-21
- (R5) P.M. 9-147
- (R6) R.S. 35-133
- (R7) 715 O.R. 410
- (R8) D.N. 2019-003207

PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1992 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MARCH 2020 CONSISTING OF 6 SHEETS

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- PLANNING

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PAR. 3
LLA 18-109
D.N.2019-003207

PAR. 2
LLA 18-109
D.N.2019-003207

PARCEL 2
26.347 AC. +/-

PARCEL 3
3.853 AC. +/-

STATE HIGHWAY ROUTE 120

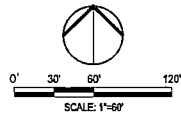
UNION PACIFIC RAILROAD

LEGEND:

- O.R. OFFICIAL RECORDS, BOOK-PAGE
- R.S. RECORD OF SURVEY BOOK-PAGE
- P.M. PARCEL MAP BOOK-PAGE
- FD. FOUND
- D.N. DOCUMENT NUMBER
- RB. REBAR
- I.P. IRON PIPE
- I.R. IRON ROD
- B.D. BRASS DISK
- CL. CENTERLINE
- R/W. RIGHT OF WAY
- SFN. SEARCHED, FOUND NOTHING
- (M). MEASURED DATA
- (#). RECORD DATA (SEE REFERENCES)
- PAR. PARCEL
- M=. MEASURED
- CH=. CHORD
- L=. LENGTH
- R=. RADIUS
- (R)= RADIAL BEARING
- Δ=. CENTRAL ANGLE
- I.N. INSTRUMENT NUMBER
- LLA. LOT LINE ADJUSTMENT
- . MONUMENT FOUND AS NOTED
- EXTERIOR BOUNDARY LINE
- PROPERTY LINE
- - - EASEMENT LINE
- /// RELINQUISHED ABUTTER'S RIGHTS
- SET 3/4" MONUMENT
- ⊙ SET STANDARD STREET MONUMENT

REFERENCES:

- ALL RECORDS USED ARE SAN JOAQUIN COUNTY RECORDS (S.J.C.R.), UNLESS OTHERWISE NOTED.
- (R1) R.S. 36-139
 - (R2) R.S. 8-186
 - (R3) R.S. 27-62
 - (R4) P.M. 11-21
 - (R5) P.M. 9-147
 - (R6) R.S. 35-133
 - (R7) 715 O.R. 410
 - (R8) D.N. 2019-003207



DETAIL E
SCALE: 1"=60'

DETAIL F
SCALE: 1"=5'

PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1962 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MARCH 2020 CONSISTING OF 6 SHEETS



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- PLANNING

MONUMENTS SET:

REBAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED AND STAMPED
"P.L.S. 8660" FOR UNPAVED AREAS, 3/8.35" STEEL NAIL WITH 1 1/2"
ALUMINUM WASHER STAMPED "P.L.S. 8660" FOR ASPHALT OR CONCRETE AREAS
OR 1.17" BRASS DISK STAMPED "P.L.S. 8660" FOR CONCRETE AREAS, SHOWN
THUS: ○

NOTES:

THE EXACT LOCATION OF THE FOLLOWING EASEMENTS COULD NOT BE DETERMINED:

- 1) STANISLAUS ELECTRIC POWER COMPANY - BOOK A OF DEEDS, VOLUME 68, PAGE 469, S.J.C.R.
- 2) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 167, PAGE 221, S.J.C.R.
- 3) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 206, PAGE 160, S.J.C.R.

EXHIBIT B

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

EXHIBIT B-1

LIST OF APPLICABLE PLANS AND SEPCIFICATIONS FOR IDENTIFIED IMPROVEMENTS

SHEET NO.	SHEET NAME	DATE	PREPARED BY
TRAFFIC SIGNAL IMPROVEMENT PLANS			
TS-1	SIGNAL MODIFICATION PLAN	09/06/2019	ADVANCED MOBILITY GROUP
TS-2	SIGNAL MODIFICATION SCHEDULE	09/06/2019	ADVANCED MOBILITY GROUP
SEWER PUMP STATION GENERAL			
G1	COVER SHEET	09/20/2019	COLEMAN ENGINEERING
G2	GENERAL NOTES	09/20/2019	COLEMAN ENGINEERING
G3	GENERAL NOTES, LEGEND, & ABBREVIATIONS	09/20/2019	COLEMAN ENGINEERING
SEWER PUMP STATION GENERAL			
C1	SITE PLAN	09/20/2019	COLEMAN ENGINEERING
C2	GRADING PLAN	09/20/2019	COLEMAN ENGINEERING
C3	GRADING DETAILS	09/20/2019	COLEMAN ENGINEERING
C4	CIVIL DETAILS-1	09/20/2019	COLEMAN ENGINEERING
C5	CIVIL DETAILS-2	09/20/2019	COLEMAN ENGINEERING
SEWER PUMP STATION MECHANICAL			
M1	MECHANICAL PLAN	09/20/2019	COLEMAN ENGINEERING
M2	MECHANICAL SECTIONS	09/20/2019	COLEMAN ENGINEERING
M3	MECHANICAL DETAILS-1	09/20/2019	COLEMAN ENGINEERING
M4	MECHANICAL DETAILS-2	09/20/2019	COLEMAN ENGINEERING
SEWER PUMP STATION ELECTRICAL			
E1	ELECTRICAL ABBREVIATIONS AND SYMBOLS	9/20/2019	K. PEARSON ENGINEERING
E2	ELECTRICAL DETAILS-1	9/20/2019	K. PEARSON ENGINEERING
E3	ELECTRICAL DETAILS-2	9/20/2019	K. PEARSON ENGINEERING
E4	SINGLE LINE DIAGRAM	9/20/2019	K. PEARSON ENGINEERING
E5	ELECTRICAL SITE AND GROUNDING PLAN	9/20/2019	K. PEARSON ENGINEERING
E6	ELECTRICAL EQUIPMENT ELEVATIONS-1	9/20/2019	K. PEARSON ENGINEERING
E7	ELECTRICAL EQUIPMENT ELEVATIONS-2	9/20/2019	K. PEARSON ENGINEERING
E8	ELECTRICAL SECTIONS	9/20/2019	K. PEARSON ENGINEERING
E9	CONTROL SCHEMATICS-1	9/20/2019	K. PEARSON ENGINEERING
E10	CONTROL SCHEMATICS-2	9/20/2019	K. PEARSON ENGINEERING
E11	CONDUIT AND CABLE SCHEDULE, PANEL SCHEDULE	9/20/2019	K. PEARSON ENGINEERING
E12	PLC CONTROL PANEL INTERIOR ELEVATION	9/20/2019	K. PEARSON ENGINEERING
E13	CONTROL PANEL BACKPAN-POWER DISTRIBUTION AND CONTROLS-1	9/20/2019	K. PEARSON ENGINEERING
E14	CONTROL PANEL PLC/DIGITAL INPUTS	9/20/2019	K. PEARSON ENGINEERING
E15	CONTROL PANEL PLC/DIGITAL OUTPUTS AND COMMUNICATION DETAILS	9/20/2019	K. PEARSON ENGINEERING
E16	CONTROL PANEL PLC/ANALOG INPUTS AND ANALOG OUTPUTS	9/20/2019	K. PEARSON ENGINEERING
E17	COMMUNICATIONS BLOCK DIAGRAM	9/20/2019	K. PEARSON ENGINEERING

LANDSCAPE CONSTRUCTION DOCUMENTS			
L1.0	IRRIGATION PLAN-YOSEMITE AVENUE	09/03/2019	SIEGFRIED ENGINEERING
L1.1	IRRIGATION PLAN-YOSEMITE AVENUE	09/03/2019	SIEGFRIED ENGINEERING
L1.2	IRRIGATION PLAN-RETENTION BASIN	09/03/2019	SIEGFRIED ENGINEERING
L1.3	IRRIGATION PLAN-RETENTION BASIN	09/03/2019	SIEGFRIED ENGINEERING
L1.4	IRRIGATION LEGEND AND CALCULATIONS	09/03/2019	SIEGFRIED ENGINEERING
L2.0	PLANTING PLAN-YOSEMITE AVENUE	09/03/2019	SIEGFRIED ENGINEERING
L2.1	PLANTING PLAN-YOSEMITE AVENUE	09/03/2019	SIEGFRIED ENGINEERING
L2.2	PLANTING PLAN-RETENTION BASIN	09/03/2019	SIEGFRIED ENGINEERING
L2.3	PLANTING PLAN-RETENTION BASIN	09/03/2019	SIEGFRIED ENGINEERING
L2.4	PLANTING LEGEND AND NOTES	09/03/2019	SIEGFRIED ENGINEERING
L3.0	LANDSCAPE DETAILS I	09/03/2019	SIEGFRIED ENGINEERING
L3.1	LANDSCAPE DETAILS II	09/03/2019	SIEGFRIED ENGINEERING
L3.2	LANDSCAPE DETAILS III	09/03/2019	SIEGFRIED ENGINEERING
PG&E GAS CONSTRUCTION DRAWINGS			
DRY UTILITIES			
1	COVER	5/20/19	PENNINO MANAGEMENT GROUP
2	COMPOSITE	5/20/19	PENNINO MANAGEMENT GROUP
3	COMPOSITE	5/20/19	PENNINO MANAGEMENT GROUP
4	TRENCH DETAIL	5/20/19	PENNINO MANAGEMENT GROUP
5	ELECTRIC	5/20/19	PENNINO MANAGEMENT GROUP
6	ELECTRIC	5/20/19	PENNINO MANAGEMENT GROUP
7	ELECTRIC SPECS	5/20/19	PENNINO MANAGEMENT GROUP
8	FRONTIER DRAWING	5/20/19	PENNINO MANAGEMENT GROUP
9	FRONTIER DRAWING	5/20/19	PENNINO MANAGEMENT GROUP
10	COMCAST DRAWING	5/20/19	PENNINO MANAGEMENT GROUP
11	COMCAST DRAWING	5/20/19	PENNINO MANAGEMENT GROUP
PARCEL MAP			
1	PARCEL MAP 19-03	SEPTEBER 2019	SIEGFRIED
2	PARCEL MAP 19-03	SEPTEBER 2019	SIEGFRIED
3	PARCEL MAP 19-03	SEPTEBER 2019	SIEGFRIED
4	PARCEL MAP 19-03	SEPTEBER 2019	SIEGFRIED
5	PARCEL MAP 19-03	SEPTEBER 2019	SIEGFRIED
6	PARCEL MAP 19-03	SEPTEBER 2019	SIEGFRIED
CIVIL-BACKBONE IMPROVEMENT PLANS			
C1.0	TITLE SHEET	09/03/2019	SIEGFRIED
C2.0	GENERAL NOTES I	09/03/2019	SIEGFRIED
C2.1	GENERAL NOTES II	09/03/2019	SIEGFRIED
C3.0	SITE PLAN	09/03/2019	SIEGFRIED

C3.1	TYPICAL STREET SECTIONS I	09/03/2019	SIEGFRIED
C3.2	TYPICAL STREET SECTIONS II	09/03/2019	SIEGFRIED
C3.3	UTILITY LAYOUT	09/03/2019	SIEGFRIED
C3.4	PUMP STATION SITE PLAN	09/03/2019	SIEGFRIED
C4.0	DETAILS I	09/03/2019	SIEGFRIED
C5.0	DEMOLITION PLAN I	09/03/2019	SIEGFRIED
C5.1	DEMOLITION PLAN YOSEMITE AVENUE STA 79+00 TO 97+00	09/03/2019	SIEGFRIED
C5.2	DEMOLITION PLAN YOSEMITE AVENUE STA 97+00 TO 106+00	09/03/2019	SIEGFRIED
C6.0	YOSEMITE AVENUE STA 78+00 TO STA 87+00	09/03/2019	SIEGFRIED
C6.1	YOSEMITE AVENUE STA 87+00 TO STA 96+00	09/03/2019	SIEGFRIED
C6.2	YOSEMITE AVENUE STA 96+00 TO STA 105+00	09/03/2019	SIEGFRIED
C6.3	BUSINESS PARK COURT STA 10+00 TO STA 18+00	09/03/2019	SIEGFRIED
C6.4	BUSINESS PARK COURT STA 18+00 TO STA 27+00	09/03/2019	SIEGFRIED
C6.5	BUSINESS PARK COURT STA 27+00 TO STA 36+00	09/03/2019	SIEGFRIED
C6.6	SANITARY SEWER FORCE MAIN I	09/03/2019	SIEGFRIED
C6.7	SANITARY SEWER FORCE MAIN II	09/03/2019	SIEGFRIED
C6.8	WATER LINE STA 20+50 TO STA 31+00	09/03/2019	SIEGFRIED
C7.0	RETENTION BASIN	09/03/2019	SIEGFRIED
C8.0	YOSEMITE AVENUE SECTIONS STA 91+00 TO STA 94+00	09/03/2019	SIEGFRIED
C8.1	YOSEMITE AVENUE SECTIONS STA 94+50 TO STA 99+00	09/03/2019	SIEGFRIED
C8.2	YOSEMITE AVENUE SECTIONS STA 100+87.95 TO STA 105+00	09/03/2019	SIEGFRIED
C8.3	BUSINESS PARK COURT STORM DRAIN LINE SECTION	09/03/2019	SIEGFRIED
C9.0	YOSEMITE AVENUE SIGNING & STRIPING	09/03/2019	SIEGFRIED
C9.1	BUSINESS PARK COURT SIGNING & STRIPING	09/03/2019	SIEGFRIED
C10.0	YOSEMITE AVENUE LIGHTING PLAN	09/03/2019	SIEGFRIED
C10.1	BUSINESS PARK COURT LIGHTING PLAN	09/03/2019	SIEGFRIED
C10.2	LIGHTING DETAILS	09/03/2019	SIEGFRIED
C11.0	EROSION CONTROL PLAN	09/03/2019	SIEGFRIED

EXHIBIT C

SUBDIVIDER shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements. Both parties to the Subdivision Improvement Agreement must be named as additional insured on the policy, unless such policy includes a blank additional insured endorsement. The policy endorsements to be attached to the certificate must:

- a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form;
- b. State that “the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss”;
- c. Include a statement that, “the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage.” The above language can be included on the additional insured endorsement form or on a separate endorsement form;
- d. Contain a cross liability or severability of interest clause; and
- e. Be maintained and evidence of insurance must be provided for one (1) year after CITY’s acceptance of the Improvements, so long as commercially available at reasonable rates.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Lathrop Gateway I, LLC	
POLICY NUMBER See Certificate Number: 570078663940			
CARRIER See Certificate Number: 570078663940	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Cancellation Notice

The General Liability policy issued by Endurance Assurance Corporation is endorsed to include the following wording.

Any person or organization that is entitled to receive notice of cancellation, pursuant to a written contract or agreement entered into with you prior to any cancellation, provided that the address and contact information for any third party(ies) is on file with your insurance broker, agent or producer. Notwithstanding anything to the contrary, notice hereunder will be sent by email provided that there is an active email address for such recipient.

GENERAL CHANGE ENDORSEMENT

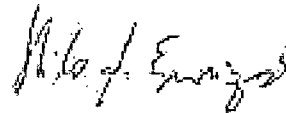
Named Insured:	Jones Lang LaSalle Incorporated		
Policy No.:	GGR10014744200	Endorsement Effective Date:	February 17, 2020
Issued By:	Endurance Assurance Corporation	Endorsement No.:	10

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

It is understood and agreed that the following forms have been added to the policy:

- 1) Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization – Form CG 20 10 04 13
- 2) Cancellation Notice (30 Days) to Third Party – Form EGL 1350 0115
- 3) Primary and Noncontributory – Other Insurance Condition – Scheduled Person Or Organization – Form EGL 0918 0516

Nothing herein contained shall vary, alter, waive, or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	Any location where you are obligated pursuant to a written contract or agreement to provide such insurance as afforded by this policy for "your work" at the location.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT AMENDS THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTICE (30 DAYS) TO THIRD PARTY

It is hereby understood and agreed that the Cancellation condition of this Policy is amended to add the following:

If we cancel this Policy for non-payment of premium, we will mail written notice of cancellation to the person(s) or organization(s) shown in the Schedule at the address(es) shown below at least 10 days before the effective date of cancellation. If the Policy is being cancelled for any other reason, written notice of cancellation will be mailed to the person(s) or organization(s) shown in the Schedule at the address(es) shown below at least 30 days before the effective date of cancellation. If notice is mailed, proof of mailing will be sufficient proof of notice.

Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule below will not extend any policy cancellation date, negate or effect in anyway any cancellation of this Policy or provide any additional insurance that would not have been provided in the absence of this endorsement. This endorsement does not entitle the person(s) or organization(s) shown in the Schedule below to any benefits, rights or coverage under this Policy.

Schedule

City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330

All other terms and conditions remain unchanged.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Person(s) or Organization(s)

City of Lathrop
its officers, City Council, boards and commissions
and members thereof, its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330

With respect to the Person(s) or Organization(s) described in the Schedule, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

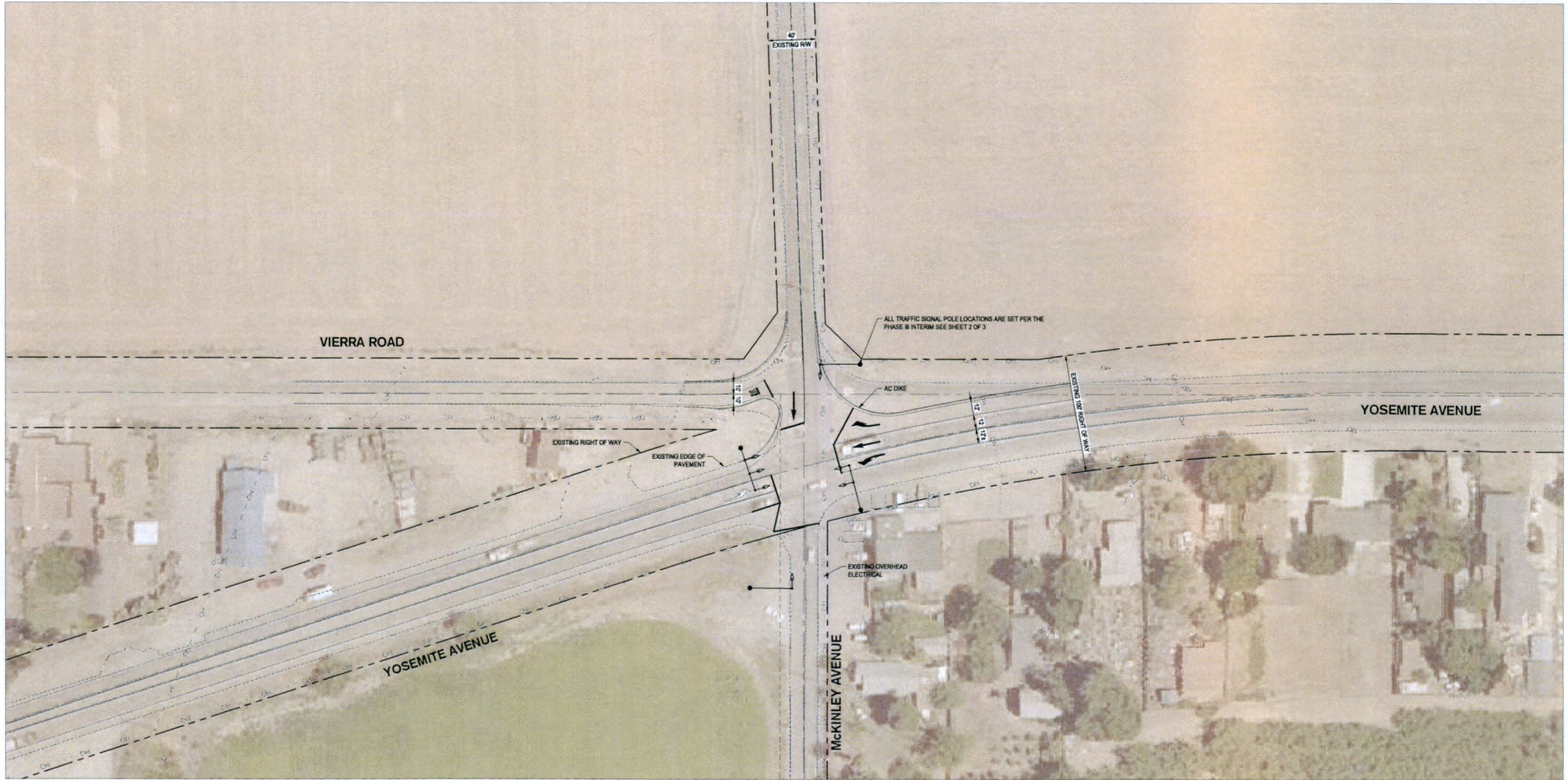
This insurance is primary to and will not seek contribution from any other insurance available to the person(s) or organization(s) described in the Schedule under your policy provided that:

- (1) Such person(s) or organization(s) qualifies as an additional insured under your policy.
- (2) The additional insured is a Named Insured under such other insurance; and
- (3) You have agreed in a written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

This endorsement does not change any other provision of the policy.

EXHIBIT D

**YOSEMITE AVENUE AND MCKINLEY AVENUE INTERSECTION
IMPROVEMENTS**



YOSEMITE AVENUE AND MCKINLEY AVENUE - PHASE 1: PHELAN GATEWAY INTERIM IMPROVEMENTS
1" = 40'

PHASE 1 - YOSEMITE AVENUE AND
MCKINLEY AVENUE IMPROVEMENTS
PHELAN GATEWAY
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

DATE: SEPTEMBER 26, 2019

EXHIBIT E

**YOSEMITE AVENUE AND MCKINLEY AVENUE INTERSECTION COST
ESTIMATE**



ESTIMATE OF PROBABLE CONSTRUCTION COSTS

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
SITE PREPARATION					
1	MOBILIZATION	LS	LUMP SUM	5,000.00	5,000
2	CLEARING AND GRUBBING	LS	LUMP SUM	2,500.00	2,500
3	McKINLEY ROAD - REMOVE EXISTING ASPHALT	SF	3,400	1.50	5,100
4	REMOVE AC DIKE	LF	110	10.00	1,100
5	REMOVE TRAFFIC SIGNAL	LS	LUMP SUM	10,000.00	10,000
6	REMOVE SIGN AND POLE	EA	6	250.00	1,500
7	REMOVE STRIPING	LS	LUMP SUM	5,000.00	5,000
8	EROSION CONTROL (SWPPP)	LS	LUMP SUM	5,000.00	5,000
9	TRAFFIC CONTROL	LS	LUMP SUM	20,000.00	20,000
SITE PREPARATION SUBTOTAL					\$55,200
SITE PAVING					
10	FINE GRADING	SF	2,180	0.50	1,090
11	INSTALL ASPHALT PAVEMENT - 17.5" DEEPLIFT	SF	2,180	23.50	51,230
12	INSTALL 6" AC DIKE	LF	615	2.00	1,230
13	INSTALL REGULATORY SIGNS	EA	3	1,000.00	3,000
14	INSTALL STRIPING	LS	LUMP SUM	5,000.00	5,000
SITE PAVING SUBTOTAL					\$61,550
TRAFFIC SIGNAL					
15	INSTALL TRAFFIC SIGNAL	LS	LUMP SUM	350,000.00	350,000
TRAFFIC SIGNAL SUBTOTAL					\$350,000
SUBTOTAL					\$466,750
OTHER COSTS					
1	CONTINGENCY (10%)	LS	LUMP SUM	46,675.00	46,675
GRAND TOTAL					\$513,425

EXHIBIT F

ENGINEERS ESTIMATE FOR OFFSITE IMPROVEMENTS



ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
SITE PREPARATION					
1	MOBILIZATION	LS	LUMP SUM	225,000.00	225,000
2	CLEARING AND GRUBBING	LS	LUMP SUM	15.00	15
3	YOSEMITE COURT - REMOVE ASPHALT AND SUBGRADE TO ACCOMMODATE TRENCH-TOTAL OF 25.5"	SF	950	2.15	2,043
4	YOSEMITE AVENUE - REMOVE ASPHALT AND SUBGRADE TO ACCOMMODATE TRENCH AND MEDIAN-TOTAL OF 25.5"	SF	35,190	5.00	175,950
5	HOWLAND ROAD - REMOVE ASPHALT AND SUBGRADE TO ACCOMMODATE TRENCH AND MEDIAN-TOTAL OF 25.5"	SF	110	5.00	550
6	SAWCUT	LF	1,955	5.00	9,775
7	REMOVE WOOD BARRICADE	LF	130	50.00	6,500
8	REMOVE BARB WIRE FENCE	LF	240	2.00	480
9	REMOVE SITE FURNISHING	LS	LUMP SUM	1,000.00	1,000
10	REMOVE TREE	EA	2	1,200.00	2,400
11	REMOVE SIGN AND POLE	EA	4	500.00	2,000
12	REMOVE STRIPING	LS	LUMP SUM	5,500.00	5,500
13	EROSION CONTROL (SWPPP)	LS	LUMP SUM	40,000.00	40,000
14	TRAFFIC CONTROL	LS	LUMP SUM	150,000.00	150,000
SITE PREPARATION SUBTOTAL					\$621,213
SITE PAVING					
15	FINE GRADING	SF	264,870	0.45	119,192
16	ROUGH GRADING	CY	12,500	6.00	75,000
17	INSTALL ROADWAY PAVEMENT (12" HMA DEEP LIFT)	SF	1,335	11.50	15,353
18	INSTALL ASPHALT PAVEMENT - YOSEMITE AVENUE (7.5" AC/18" AB) (TI=11)	SF	49,005	13.50	661,568
19	INSTALL ASPHALT PAVEMENT - STREET C (7.5" AC/18" AB) (TI=11)	SF	108,815	13.50	1,469,003
20	5.5' TRENCH FOR SEWER AND COMMUNICATION (7.5" AC/18" AB) (TI=11)	SF	1,150	13.50	15,525
21	INSTALL 8" DEEP GRAVEL ROAD	SF	9,930	5.00	49,650
22	INSTALL INDUSTRIAL DRIVEWAY	EA	3	10,000.00	30,000
23	INSTALL RESIDENTIAL DRIVEWAY	EA	3	2,000.00	6,000
24	INSTALL STAMPED CONCRETE	SF	1,070	30.00	32,100
25	INSTALL 8' CONCRETE SIDEWALK	LF	3,265	119.50	390,168
26	INSTALL LOCAL RAMPS PER COL STD DWG NO. R-23A	EA	2	7,500.00	15,000



ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
27	INSTALL CASE F RAMPS PER COL STD DWG NO. R-10B	EA	9	5,000.00	45,000
28	INSTALL 6" CONCRETE CURB & GUTTER	LF	5,190	55.00	285,450
29	INSTALL TYPE B MEDIAN CURB PER COL STD DWG R-8A	LF	1,640	50.00	82,000
30	INSTALL 6" AC DIKE	LF	455	2.00	910
31	INSTALL REGULATORY SIGNS	EA	8	1,000.00	8,000
32	INSTALL WARNING SIGNS	EA	11	1,000.00	11,000
33	INSTALL CUSTOM REGULATORY SIGNS (72"X45")	EA	2	1,000.00	2,000
34	INSTALL STRIPING (EXCLUDING RED PAINTED CURB)	LS	LUMP SUM	4,000.00	4,000
SITE PAVING SUBTOTAL					\$3,316,917
STORM DRAIN SYSTEM					
35	15" STORM DRAIN-STREET C (POLYPROPYLENE)	LF	395	80.00	31,600
36	15" STORM DRAIN-YOSEMITE AVENUE (POLYPROPYLENE)	LF	985	140.00	137,900
37	24" STORM DRAIN - STREET C (POLYPROPYLENE)	LF	1,260	100.00	126,000
38	42" STORM DRAIN - STREET C (CONCRETE)	LF	1,320	220.00	290,400
39	INSTALL TYPE 1 CURB INLET CATCH BASIN PER COL STD DWG NO D - STREET C	EA	16	3,000.00	48,000
40	INSTALL TYPE 1 CURB INLET CATCH BASIN PER COL STD DWG NO D - YOSEMITE AVENUE	EA	2	4,500.00	9,000
41	INSTALL SADDLE MANHOLE PER COL STD DWG NO. D-12 - YOSEMITE AVENUE	EA	1	15,000.00	15,000
42	INSTALL TYPE 1 STORM DRAIN MANHOLE - YOSEMITE AVENUE	EA	2	7,500.00	15,000
43	INSTALL SADDLE MANHOLE PER COL STD DWG NO. D-12 -STREET C	EA	10	10,000.00	100,000
STORM DRAIN SYSTEM SUBTOTAL					\$772,900
RETENTION BASIN					
44	RETENTION BASIN GRADING	CY	29,240	6.00	175,440
45	INSTALL 6" DEEP GRAVEL ROAD PER DETAIL D-18	SF	17,900	4.00	71,600
46	8' CHAIN LINK FENCE	LF	2,150	75.00	161,250
47	GATE	EA	1	5,500.00	5,500
48	CONCRETE MOW STRIP AT FENCE	LF	1,905	20.00	38,100
49	STORM DRAIN OUTFALL STRUCTURE WITH TRASH RACK	LS	LUMP SUM	30,000.00	30,000
RETENTION BASIN SUBTOTAL					\$481,890



ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
SANITARY SEWER SYSTEM					
50	6" SANITARY SEWER (PVC SDR 26)	LF	240	53.50	12,840
51	10" SANITARY SEWER - STREET C (PVC SDR 26)	LF	2,400	125.00	300,000
52	12" SANITARY SEWER - YOSEMITE AVENUE (PVC SDR 26)	LF	925	225.00	208,125
53	STORM SEWER MANHOLE - STREET C	EA	3	5,000.00	15,000
54	STORM SEWER MANHOLE - YOSEMITE AVENUE	EA	2	7,500.00	15,000
SANITARY SEWER SYSTEM SUBTOTAL					\$650,965
DOMESTIC WATER SYSTEM					
55	12" WATER - STREET C (PVC C900-16 CLASS 150)	LF	2,420	70.00	169,400
56	12" WATER - FROM STREET C TO EXISTING WATER TANK (PVC C900-16 CLASS 150)	LF	1,100	70.00	77,000
57	12" WATER - FROM STREET C TO FUTURE PHASE WEST (PVC C900-16 CLASS 150)	LF	905	70.00	63,350
58	3" WATER LATERAL	EA	4	2,000.00	8,000
59	1.5" IRRIGATION LATERAL	EA	6	1,000.00	6,000
60	WATER BLOW-OFF	EA	1	1,500.00	1,500
61	FIRE HYDRANT - STREET C (INCLUDES LATERALS AND VALVES)	EA	10	8,500.00	85,000
62	FIRE HYDRANT - YOSEMITE AVENUE (INCLUDES LATERALS AND VALVES)	EA	1	8,500.00	8,500
63	CONNECT TO EXISTING WATER SYSTEM	EA	1	2,500.00	2,500
DOMESTIC WATER SYSTEM SUBTOTAL					\$421,250
RECYCLED WATER SYSTEM					
64	12" RECYCLED WATER - STREET C (PVC AWWA C900-16 OR LATEST EDITION)	LF	2,400	70.00	168,000
65	RECYCLED WATER BLOW OFF	EA	1	1,000.00	1,000
66	CONNECT TO EXISTING RECYCLED WATER SYSTEM	EA	1	2,500.00	2,500
RECYCLED WATER SYSTEM SUBTOTAL					\$171,500
ELECTRICAL					
67	ADJUST UTILITY STRUCTURE TO GRADE	EA	12	500.00	6,000
68	STREET LIGHTS	EA	16	5,000.00	80,000
69	PULL BOXES	EA	16	500.00	8,000
ELECTRICAL SUBTOTAL					\$94,000



IEGFRIED

LATHROP GATEWAY PHELAN PHASE 1

Offsite Improvements

ESTIMATE OF PROBABLE CONSTRUCTION COSTS (100% SUBMITTAL)

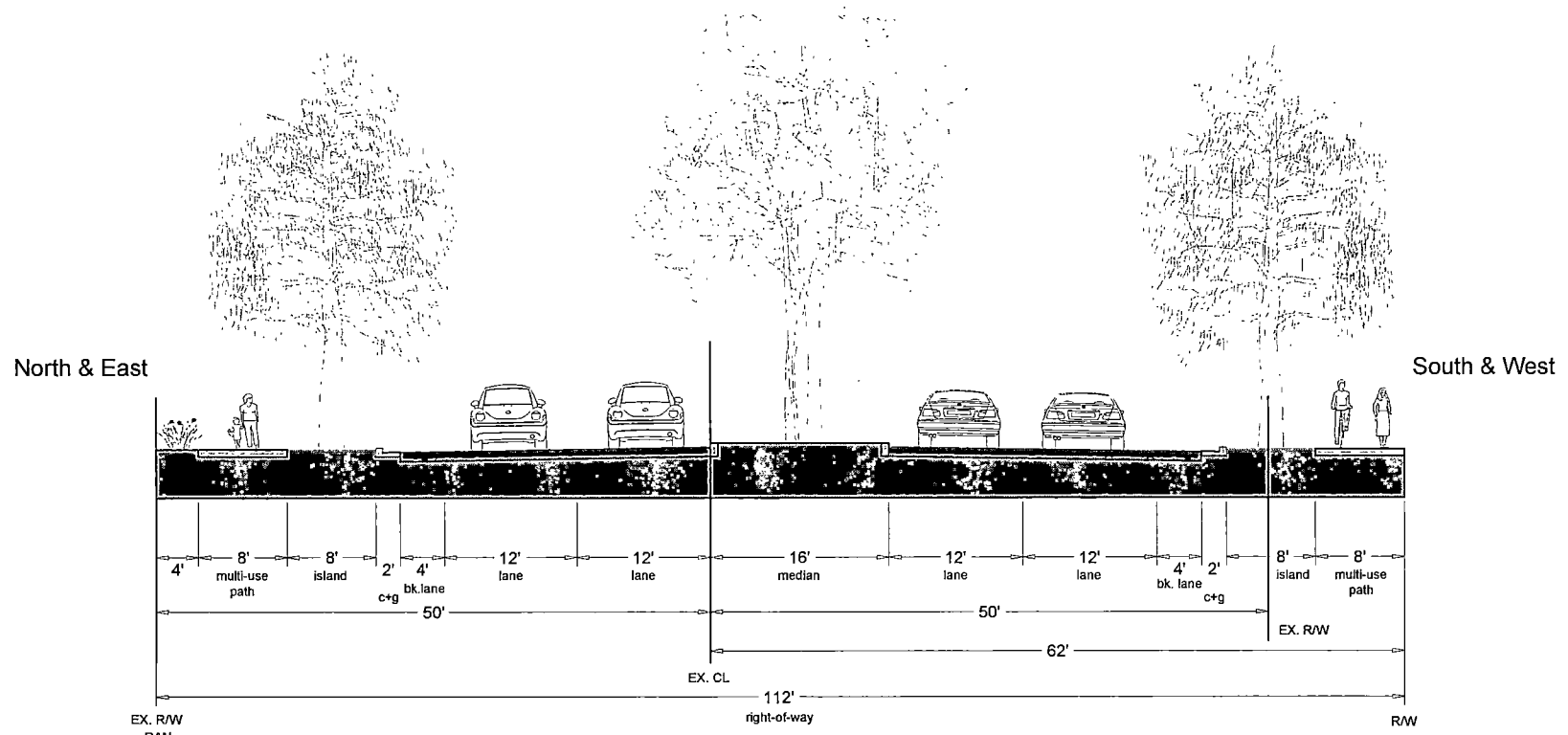
17208

5/15/2019

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
LANDSCAPING AND IRRIGATION					
70	LANDSCAPNG AND IRRIGATION	SF	15,840	12.00	190,080
LANDSCAPE AND IRRIGATION SUBTOTAL					\$190,080
SEWER PUMP STATION					
71	SHEETING, SHORING, AND BRACING	LS	LUMP SUM	18,000.00	18,000
72	LIFT STATION SITE WORK	LS	LUMP SUM	100,000.00	100,000
73	LIFT STATION MECHANICAL	LS	LUMP SUM	275,000.00	275,000
74	LIFT STATION ELECTRICAL AND LIGHTING	LS	LUMP SUM	113,000.00	113,000
75	LIFT STATION GENERATOR AND FUEL TANK	LS	LUMP SUM	150,000.00	150,000
76	2" COMMUNICATION LINE	LF	2,465	40.00	98,600
77	4" SANITARY SEWER FORCE MAIN (PVC C900-16, CLASS 150 OR GREATER)	LF	2,480	60.00	148,800
78	6" SANITARY SEWER FORCE MAIN (PVC C900-16, CLASS 150 OR GREATER)	LF	2,480	80.00	198,400
79	BORE AND JACK	LF	140	750.00	105,000
80	AIR RELEASE VALVE	EA	6	500.00	3,000
SEWER PUMP STATION SUBTOTAL					\$1,209,800
TRAFFIC SIGNAL					
81	TRAFFIC SIGNAL MODIFICATIONS AND REMOVAL	LS	LUMP SUM	300,000.00	300,000
TRAFFIC SIGNAL SUBTOTAL					\$300,000
GRAND TOTAL					\$8,130,514

EXHIBIT G

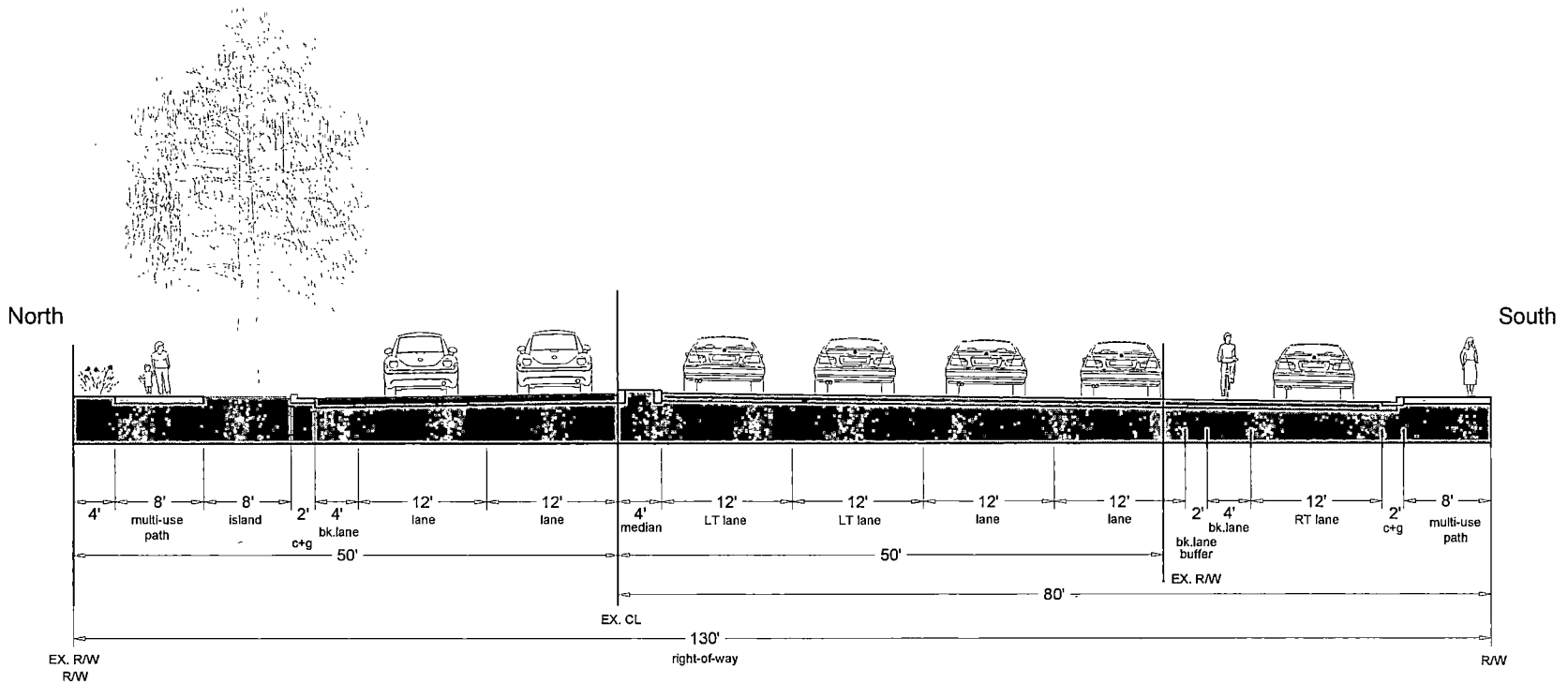
MODIFIED LGBP SPECIFIC PLAN CROSS SECTIONS



4-Lane Arterial

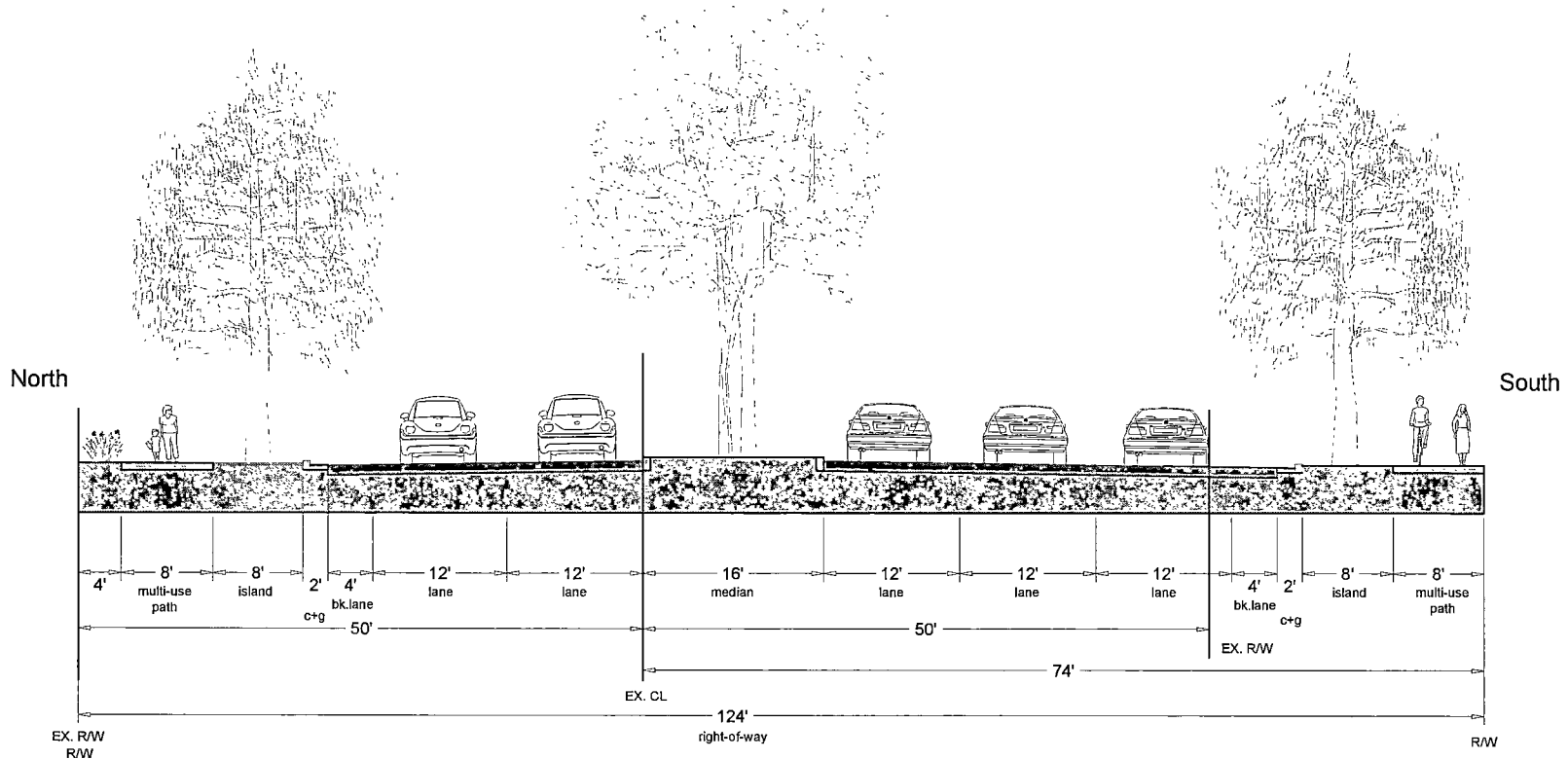
McKinley Avenue (Yosemite Avenue to U.P.R.R.) & Yosemite Avenue (D'Arcy Parkway to McKinley Avenue)

112' Right-of-Way



5-Lane Arterial

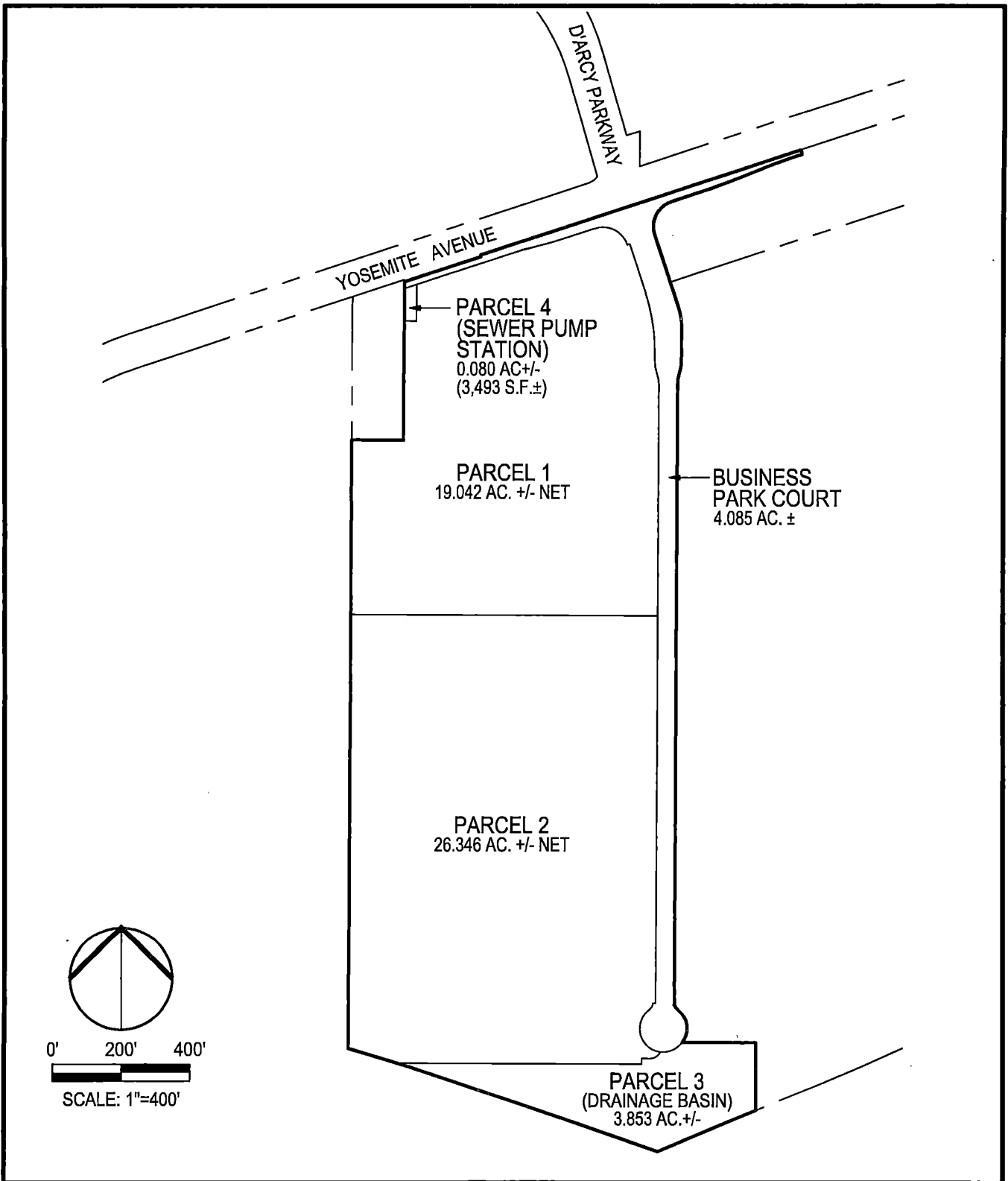
Yosemite Avenue (Yosemite Avenue & D'Arcy Parkway Intersection)
 130' Right-of-Way



5-Lane Arterial

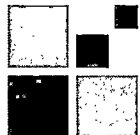
Yosemite Avenue (Yosemite Court to D'Arcy Parkway)

124' Right-of-Way



LATHROP GATEWAY PHASE 1 AREA EXHIBIT

DATE	02/12/20
DESIGN	KJG
DRAWN	ALB
JOB NO.	17208



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209-943-2021 www.siegfriedeng.com Fx: 209-942-0214

- CIVIL
- STRUCTURAL
- LANDSCAPE ARCHITECTURE
- SURVEYING
- PLANNING
- ATHLETIC FACILITY DESIGN

SCALE:	AS SHOWN
SHEET	1
	OF: 1

F:\17projects\17208 Lathrop Gateway\Survey\17208-Acreage Map.dwg 02/12/20

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF MYLAR PARCEL MAP 19-03**

February 25, 2020

Via Email

Old Republic Title
Attn: Lori Richardson

Re: Recordation of Mylar Parcel Map No. 19-03, Offer of Dedication of PUE from Steven Lin and Christina Lin Reenders, and Offer of Dedication of PUE from South Lathrop, LLC

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of Lathrop Gateway 1, LLC, a Delaware limited liability company ("**Developer**"), and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced Mylar Parcel Map No. 19-03 ("**Final Map**") and the Offer of Dedication of PUE from Steven Lin and Christina Lin Reenders, and Offer of Dedication of PUE from South Lathrop, LLC (collectively, the "**Offers of Dedication**"). Recordation of the Final Map and Offers of Dedication is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title is referred to as "**you**" or "**Old Republic**."

A. Date for Closings

The Final Map and Offers of Dedication will be recorded at the time designated by Developer and City as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by March 31, 2020, at the time designated in writing by Developer, subject to satisfaction of the conditions set forth below ("**Closing**"). If the Final Map has not been recorded by March 31, 2020, Old Republic will return the Final Map and Offers of Dedication to the party providing the same.

B. Recordation Documents

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

B1. Mylar Parcel Map No. 19-03, [executed by the City, Developer and the beneficiary of any deed of trust encumbering the property which is the subject of the Final Map, and acknowledged];

B2. Offer of Dedication of PUE, [executed by Steven Lin and Christina Lin Reenders and acknowledged]; and

B3. Offer of Dedication of PUE, [executed by South Lathrop, LLC and acknowledged].

JOINT ESCROW INSTRUCTIONS RECORDATION OF MYLAR PARCEL MAP 19-03

The documents listed in Item B above are referred to as the "**Recordation Documents**." The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

You also have received, or will receive from Developer, prior to the recordation of the Recordation Documents, in immediately available funds, the amounts set forth on the settlement statement prepared by you and approved in writing by Developer (the "**Settlement Statement**"). Such costs are the sole responsibility of Developer.

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have not received any instructions contrary to these Escrow Instructions;

D.2. The Recordation Documents and any other documents described herein as being held by you or delivered to you have been received by you, and have been fully executed and, where applicable, acknowledged, you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.3. You are prepared to record the Recordation Documents and complete the Transaction in compliance with these Escrow Instructions;

D.4. You have delivered a copy of these Escrow Instructions, executed by an authorized signatory of Old Republic with authority to bind Old Republic, and delivered a copy to Mark Eshelman and Glenn Gebhardt at the following email addresses: meshelman@phelandevco.com and ggebhardt@ci.lathrop.ca.us; and

D.5. You have received confirmation (by email or other writing) from Mark Eshelman and from either Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

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

E.1. Date the Recordation Documents to be recorded.

E.2. Record the Recordation Documents (concurrently).

E.3. Refund to Developer any funds delivered to you by Developer that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions.

E.4. Notify Mark Eshelman, Stephen Salvatore and Glenn Gebhardt of the completion of the Transaction.

E.5. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier, to (1) Mark Eshelman, 1999 Harrison Street, Suite 1816, Oakland, CA 94612; and (2) Sal Navarette,

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF MYLAR PARCEL MAP 19-03**

City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330, a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents and an electronic copy of the Recordation Documents.

F. Additional Instructions

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

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

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

Very truly yours,

Owner:

LATHROP GATEWAY 1, LLC,
a Delaware limited liability company

By: Phelan-Haugen LLC,
a California limited liability company,
its Managing Member

By: Haugen Investments, LLC,
a California limited liability company,
its Manager

By: _____
David M. Haugen, Manager

CITY OF LATHROP

APPROVED AS TO FORM:

Stephen J. Salvatore
City Manager

Salvador V. Navarrete
City Attorney

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF MYLAR PARCEL MAP 19-03**

ESCROW INSTRUCTIONS

ACKNOWLEDGEMENT AND AGREEMENT:

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

Old Republic Title Company

By: _____

Name: _____

Its: _____

Date: March ____, 2020

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