

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: PUBLIC WORKS
Urgent _____ Routine

BOARD AGENDA # *C-5
AGENDA DATE JUNE 5, 2001
4/5 Vote Required YES _____ NO

CEO Concurs with Recommendation YES _____ NO _____
(Information Attached)

SUBJECT: APPROVAL OF THE FILING AND RECORDING OF THE FINAL MAP OF HILLSBOROUGH ESTATES SUBDIVISION

STAFF
RECOMMEN-
DATIONS:

1. APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR HILLSBOROUGH ESTATES SUBDIVISION;
2. FIND THAT THE FINAL MAP IS IN SUBSTANTIAL COMPLIANCE WITH THE PREVIOUSLY APPROVED TENTATIVE MAP;

(CONTINUED ON PAGE 2)

FISCAL
IMPACT:

There will be no fiscal impact associated with this action.

BOARD ACTION AS FOLLOWS:

No. 2001-398

On motion of Supervisor Simon, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) _____ Denied

3) _____ Approved as amended

Motion:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro Deputy

File No.

SUBJECT: APPROVAL OF THE FILING AND RECORDING OF THE FINAL MAP OF HILLSBOROUGH ESTATES SUBDIVISION

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**STAFF
RECOMMEN-
DATIONS**

- (CONTINUED):**
3. FIND THAT STANISLAUS COUNTY HAS ADOPTED A SPECIFIC PLAN COVERING THE AREA PROPOSED TO BE INCLUDED WITHIN THE FINAL MAP;
 4. FIND THAT THE FINAL MAP, TOGETHER WITH THE PROVISIONS FOR ITS DESIGN AND IMPROVEMENT, IS CONSISTENT WITH THE SPECIFIC PLAN FOR THE AREA;
 5. REJECT ALL ROADS, HIGHWAYS, AVENUES, ALLEYS, COURTS, WAYS, LANES, PLACES, ETC;
 6. AUTHORIZE THE CHAIR OF THE BOARD TO SIGN THE FINAL MAP AND THE SUBDIVISION IMPROVEMENT AGREEMENT; AND,
 7. AUTHORIZE THE FINAL MAP TO BE FILED AND RECORDED AS PRESENTED.

DISCUSSION: Hillsborough Estates is a 23-lot subdivision (excluding Lot A and the Remainder) located on Dixon Road east of Oakdale, California. The well will be located on Lot A and the drainage basin will be located on Lot 17 and the Remainder. The subdivision was approved as Vesting Tentative Map No. 99-03 by the Stanislaus County Board of Supervisors on November 16, 1999.

The final map is in substantial compliance with the approved tentative map. The final map is consistent with the adopted specific plan for this area. The Department of Public Works' fees have been paid.

The subdivider is required to enter into a Subdivision Improvement Agreement with Stanislaus County to ensure that the construction of all subdivision improvements are in accordance with the terms and conditions of the requirements of the County of Stanislaus and with all of the provisions of the Stanislaus County Code. The subdivider has provided Performance Bond No. 063SB103325111BCM, issued by Travelers Insurance, in the amount of \$749,500, to secure faithful performance; and Labor and Materials Bond No. 063SB103325111BCM, issued by Travelers Insurance, in the amount of \$684,050 to secure payment of all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforementioned agreement. The Subdivision Improvement Agreement and the financial guarantees have been filed with the Clerk of the Board of Supervisors.

SUBJECT: APPROVAL OF THE FILING AND RECORDING OF THE FINAL MAP OF
HILLSBOROUGH ESTATES SUBDIVISION

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POLICY

ISSUE: This action is consistent with the Board's policy of providing a safe, healthy community.

STAFFING

IMPACT: There is no staffing impact associated with this action.

RC:la

(H:\SERVICES\HILLSBOROUGHESSTATES.RC)

RECORDING REQUESTED BY
AND RETURN TO:

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1010 STREET, SUITE 3500
MODESTO, CA 95354
ATTENTION: Ron Cherrier

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT, is entered into on Do Not Date, 2001, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and California Associates Limited, hereinafter referred to as "SUBDIVIDER".

RECITALS

A. SUBDIVIDER is the owner of, and intends to subdivide that certain tract of land situated in the County of Stanislaus, California, generally known and described as follows: Hillsborough Estates, Tentative Map No. 99-03, approved by the Board of Supervisors on November 16, 1999, more particularly described on Exhibit "A" attached hereto "SUBDIVISION".

B. SUBDIVIDER is required to construct certain Improvements as specified in this Agreement.

C. SUBDIVIDER is required to satisfy certain conditions of development after the filing of the final SUBDIVISION map.

D. COUNTY and SUBDIVIDER desire to assure that all Improvements will be constructed in accordance with the Conditions and Specifications, and that all remaining conditions of development are performed or satisfied in a timely manner.

NOW, THEREFORE, in consideration of the approval and acceptance by the Board of Supervisors of the COUNTY of the final map of the SUBDIVISION, the parties hereto mutually covenant and agree as follows:

1. Definitions

1.1. "Acceptance of the Improvements" or "Accept the Improvements" means the Board of Supervisors' formal acceptance of the Improvements or adoption of a resolution reflecting that the Improvements are complete and meet the requirements of the Conditions and Specifications.

1.2. "Improvements" includes the Improvements required by the Conditions and Specifications, including but not limited to: road and street improvements, drainage facilities, sidewalks, curbs, gutters, street signs, sanitary sewer system, water system, fire hydrants, street lights, monuments, other facilities, structures, grading, mitigation measures or conditions of development.

1.3. "Improvement Plans" mean the plans and specifications applicable to the SUBDIVISION which have been approved by the COUNTY.

1.4. "Conditions and Specifications" includes the Improvement Plans, the latest version of County of Stanislaus Department of Public Works Improvement Standards, the Stanislaus County Code, all applicable laws, rules, regulations, ordinances, policies, resolutions, mitigation measures, planned development guidelines, zoning restrictions, conditions of development, and tentative map conditions. A copy of the tentative map conditions is attached hereto as Exhibit "B".

1.5. "Subdivision Costs and Fees" includes all labor, materials, equipment, costs and fees associated with the construction, installation, completion, inspection and acceptance of the Improvements, and all fees imposed or required by the Conditions and Specifications.

2. Scope of Work

2.1. SUBDIVIDER shall construct, install and complete, at SUBDIVIDER's sole cost and expense, all Improvements in accordance with the Conditions and Specifications and to the satisfaction of the COUNTY.

2.2. SUBDIVIDER shall perform or satisfy, in a timely manner, any work or act to be performed as set forth in the Conditions and Specifications.

3. Improvement Security

3.1. Prior to the approval of the final map by the Board of Supervisors, SUBDIVIDER shall file with the COUNTY a cash, a letter or credit, or a bond from a California admitted surety with a Best's Rating of A-VII or better, pursuant to Stanislaus County Code § 20.56.030 ("Improvement Security") in an amount determined by the COUNTY pursuant to Government Code §66499. et seq. as faithful performance and payment security. In the event any changes or alterations in the work exceed 10% of the original estimated cost of the Improvements, the SUBDIVIDER shall provide additional security to the COUNTY.

3.2. The faithful performance security shall include a guarantee of (a) faithful performance of all of the provisions of this Agreement; (b) the performance of any changes

or alterations in such work provided; (c) the guarantee and warranty of the work for a period of one year following Acceptance of the Improvements, against any defective work or labor done or defective materials furnished, in the performance of this Agreement; (d) Costs and reasonable expenses and fees, including reasonable attorneys' fees.

3.3. The payment security shall secure payment for the contractor, subcontractors, and persons renting equipment or furnishing labor or materials to them for the work required pursuant to this Agreement.

3.4. The Improvement Security shall reflect the requirements of Government Code §§ 66499 through 66499.10, and any provisions of the Bond and Undertaking Law that are not inconsistent with those Government Code sections.

3.5. The Improvement Security shall be released in whole or in part in the manner set forth in Government Code §66499.7. Prior to releasing the payment security, the SUBDIVIDER shall provide the COUNTY with a mechanics lien guarantee to the benefit of Stanislaus County in the amount of the payment bond, which is dated at least 35 days after recordation of a Notice of Completion. The release shall not apply to any required guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

4. Completion

4.1. SUBDIVIDER shall complete all Improvements within two (2) years from the date of this Agreement in a good and workmanlike manner in accordance with accepted construction practices and in a manner equal or superior to the Conditions and Specifications, and, where there is a conflict among any of the individual Conditions and Specifications, the stricter requirement shall govern.

4.2. The time for the completion of the Improvements may, in the sole discretion of the Department of Public Works, be extended for good cause, upon application by the SUBDIVIDER.

4.3. If SUBDIVIDER fails to complete the Improvements within the two year period, or the time period as may have been extended by the Department of Public Works, or if SUBDIVIDER abandons the project, the COUNTY may take any appropriate action to enforce the terms of this Agreement, including but not limited to:

4.3.a Exercising the COUNTY's rights to the Improvement Security;

4.3.b. Completing the Improvements and recovering all SUBDIVISION Costs and Fees associated with completion of the Improvements from SUBDIVIDER or from the Improvement Security;

4.3.c. Instituting proceedings for reversion to acreage pursuant to Government Code §66499.12 et seq.

5. Improvement Plan Warranty

5.1. SUBDIVIDER warrants that its Improvement Plans are adequate to accomplish the work in accordance with the Conditions and Specifications, and if at any time before the Acceptance of the Improvements the Improvement Plans prove to be inadequate in any respect, SUBDIVIDER shall make changes necessary to complete the work required in accordance with the Conditions and Specifications.

6. Guarantee, Warranty and Maintenance

6.1. SUBDIVIDER guarantees and warrants that the work to be performed pursuant to this Agreement will be free from defects and will meet the requirements of the Conditions and Specifications. SUBDIVIDER shall maintain, repair or replace defective or damaged work or materials and work that does not meet the requirements of the Conditions and Specifications. SUBDIVIDER shall be responsible for any SUBDIVISION work or Improvements damaged by SUBDIVIDER, its contractors or builders, before or after the work or Improvements are Accepted by the Board. This guarantee and warranty shall extend for a period of one year after Acceptance of the Improvements, and shall be secured for one year after Acceptance of the Improvements by a bond, cash, or letter of credit, in a form and in amounts acceptable to the COUNTY.

7. Fees and Costs

7.1. SUBDIVIDER shall pay when due all SUBDIVISION Costs and Fees.

7.2. SUBDIVIDER shall pay for the cost of relocating any existing utilities or poles as may be required in the Conditions and Specifications.

8. Inspections

8.1. It is the responsibility of the SUBDIVIDER to request inspections as needed to ensure that the Improvements conform to the Conditions and Specifications. The COUNTY reserves the right to inspect all Improvements at any time. The SUBDIVIDER shall pay the COUNTY for the cost of all inspections.

8.2. The Department of Public Works shall have the right to reject any or all of the Improvements to be performed under this Agreement if the Improvements do not conform to the Conditions and Specifications.

8.3. Inspection of the work required under this Agreement or any statement by any officer, agent, or employee of the COUNTY indicating the Improvements or any part

thereof comply with the requirements of this Agreement, or Acceptance of the Improvements, shall not relieve SUBDIVIDER of the obligation to perform the work in accordance with this Agreement; nor shall the COUNTY be thereby estopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

9. Indemnity

9.1. SUBDIVIDER shall defend, indemnify and hold harmless the COUNTY from any and all claims, losses, damages or liability arising out of or relating in any way to this Agreement or to the SUBDIVISION, except the active negligence of the COUNTY.

10. Insurance

10.1. Prior to the approval of this Agreement, SUBDIVIDER shall procure and maintain at SUBDIVIDER's expense for the duration of this Agreement the following insurance:

General liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project, or the general aggregate limit shall be twice the required occurrence limit.

Auto liability: Owned/Nonowned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than One Million Dollars (\$1,000,000) per accident, and providing property damage liability of no less than One Hundred Thousand Dollars (\$100,000) per accident.

Workers' Compensation: Workers' Compensation insurance as required by the Labor Code of the State of California.

10.2. Requirements of All Insurance: All insurance required herein is expressly subject to the following:

10.2.a. The insurance coverage shall contain, or be endorsed to contain a provision stating that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY.

10.2.b. Insurance shall be placed with California admitted insurers with a Best's rating of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's

rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

10.2.c. Prior to performing any term or condition of this Agreement, SUBDIVIDER shall furnish COUNTY with certificates of insurance and with original endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in COUNTY's sole and absolute discretion, approved by COUNTY before any term or condition of this Agreement is performed by SUBDIVIDER. COUNTY reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

10.2.d. SUBDIVIDER shall require that all of its contractors and subcontractors be subject to all of the indemnity and insurance requirements stated in this Agreement.

10.2.e. The limits of insurance described herein shall not limit the liability of SUBDIVIDER and SUBDIVIDER's agents, representatives, employees, contractors or subcontractors.

10.2.f. All deductibles, self-insured retentions or named insureds must be declared in writing and approved by COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or the SUBDIVIDER shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.3. Requirements of General Liability and Auto Liability Insurance: The general liability and automobile liability insurance policies are to contain, or be endorsed to contain, the following provisions:

10.3.a. The SUBDIVIDER shall provide a specific endorsement naming the COUNTY and COUNTY's officers, officials, employees, and volunteers as insureds regarding: liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the SUBDIVIDER, including the insured's general supervision of the SUBDIVIDER; services, products and completed operations of the SUBDIVIDER; premises owned, occupied or used by the SUBDIVIDER; and automobiles owned, leased, hired or borrowed by the SUBDIVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY or COUNTY's officers, officials, employees, or volunteers.

10.3.b. The SUBDIVIDER's insurance coverage shall be primary insurance regarding the COUNTY and COUNTY's officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY or COUNTY's officers, officials,

employees, or volunteers shall be excess of the SUBDIVIDER's insurance and shall not contribute with SUBDIVIDER's insurance.

10.3.c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY or COUNTY's officers, officials, employees, or volunteers.

10.3.d. The SUBDIVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.4. Requirements of Workers' Compensation Insurance: The Worker's Compensation insurance coverage shall contain, or be endorsed to contain, that insurer shall agree to waive all rights of subrogation against the COUNTY and COUNTY's officers, officials, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the SUBDIVIDER.

11. The Subdivision Site The SUBDIVIDER, its contractors and builders shall keep the SUBDIVISION property clean and free of debris. No construction materials shall be stored in, on or along any COUNTY right of way.

12. Assignment

12.1. This Agreement shall not be assigned by SUBDIVIDER without the prior written consent of the COUNTY.

13. Runs with Land and Recordation

13.1. This Agreement shall run with the land and is binding on the SUBDIVIDER's heirs, successors and assigns. The COUNTY shall cause this Agreement to be recorded with the COUNTY Recorder.

14. Notice of Completion and As Built Drawings

14.1. SUBDIVIDER shall execute, acknowledge and record in the manner provided by law, a notice of completion of the Improvements within 10 days after the Department of Public Works provides written notice to the SUBDIVIDER that it has passed the final inspection.

14.2. Upon completion of the Improvements, the SUBDIVIDER's Engineer shall supply to the COUNTY one mylar set of "as built drawings." These drawings shall be certified on each page by a Registered Civil Engineer as being "as built drawings" and shall reflect the job as actually constructed, with all changes incorporated therein.

15. Acceptance of the Improvements and Occupancy

15.1. The Board of Supervisors will not release the Improvement Security until all Improvements are completed to the satisfaction of the COUNTY in accordance with the Conditions and Specifications.

15.2. The County Department of Public Works shall not provide final inspection or occupancy approval of any structure within the SUBDIVISION until all Improvements have been completed to the satisfaction of the COUNTY in accordance with the Conditions and Specifications. The SUBDIVIDER expressly agrees that any structures or residences within the SUBDIVISION shall not be occupied until all Improvements have been completed to the satisfaction of the COUNTY in accordance with the Conditions and Specifications. The SUBDIVIDER shall provide a written disclosure of the occupancy restriction to all purchasers of SUBDIVISION property.

16. Effective Date of Agreement

16.1. This Agreement shall not become effective unless and until the final map is approved by the Stanislaus County Board of Supervisors and accepted for recordation by the County Recorder of the County of Stanislaus.

17. Special Conditions

17.1 Any special conditions concerning the SUBDIVISION are set forth on Exhibit "C" attached hereto and incorporated herein by this reference. SUBDIVIDER shall perform, in a timely manner, all Special Conditions identified on Exhibit "C".

18. General Terms

18.1. Any dispute concerning this Agreement or any action brought to enforce the terms and conditions of this Agreement, shall be submitted to a court of competent jurisdiction in the County of Stanislaus, State of California.

18.2. Any notices concerning this Agreement shall be mailed as follows to:

COUNTY

Stanislaus County
Department of Public Works
1010 Tenth Street, Ste 3500
Modesto, CA 95354

SUBDIVIDER

California Associates Limited
440 S. Yosemite Avenue, Suite C
Oakdale, CA 95361

18.3. If any section sentence, clause or phrase of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain effective and enforceable to the fullest extent allowed by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

COUNTY OF STANISLAUS

Bob Saul
Chair of the Board of Supervisors

SUBDIVIDER

By [Signature]
California Associates Limited

Title: PRE.

ATTEST
Christine Ferraro Tallman, Clerk of the Board of Supervisors of the County of Stanislaus, State of California

By [Signature]
Deputy Clerk to the Board

APPROVED AS TO FORM
MICHAEL H. KRAUSNICK
County Counsel

By [Signature]
JOHN P. DOERING, Deputy County Counsel

APPROVED AS TO CONTENT
Department of Public Works

[Signature]
GEORGE STILLMAN, Director

Note to SUBDIVIDER:

1. Execute acknowledgment form and sign this Agreement before a Notary Public; and
2. If a corporation, (a) attach a certified copy of the Bylaws or the Resolution of the Board of Directors authorizing execution of this contract and the bond required hereby; and (b) the corporate seal must be affixed to the Agreement.
3. Required Exhibits: Exhibit A is a legal description of the SUBDIVISION. Exhibit B is a copy of all tentative map conditions, including any revised tentative map conditions. Exhibit "C" is a list of Special Conditions.

EXHIBIT "A"

Hillsborough Estates as per Map thereof recorded _____, 2001 in
Book ____ of Maps, at Page _____, Stanislaus County Records.

EXHIBIT "B"

CONDITIONS OF APPROVAL

VESTING TENTATIVE SUBDIVISION MAP APPLICATION NO. 99-03 HILLSBOROUGH ESTATES

Department of Public Works

1. A complete set of on and off site grading, drainage and street improvement plans shall be signed by the Department of Public Works prior to the final map being recorded. National Geodetic survey vertical (elevation) datum shall be used. If available, 1988 data shall be used.
2. All roads within or fronting the subdivision shall be improved to County standards. The improvements shall include, but not be limited to, street pavement, concrete curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, road signs, and pavement markers. The minimum centerline radius on all roads shall be 500 feet. All improvements shall be in conformance with the standards contained in the 1998 edition of the Stanislaus County Improvement Standards.
3. The road right-of-way shown on the tentative map shall be dedicated to Stanislaus County on the final map.
4. The grading plan shall show that the lowest finished floor elevation within the subdivision will be at least 12 inches above the high water elevation of a 100-year flood. In addition, the grading plans shall include erosion control measures that will prevent dirt from the lots from getting into the road right-of-way and the drainage system.
5. Street monuments and covers shall be installed to County standards.
6. The subdivider shall furnish the Department of Public Works three copies of a soils report for the area being subdivided. The report shall also include a sufficient number of R-value tests to establish appropriate structural sections for the road improvements. The report shall be signed by a geotechnical engineer.
7. The subdivision drainage system shall be a positive storm water drainage system that conforms to County standards. The proposed drainage basins shall be constructed to County standards and the drainage basin lots shall be deeded to Stanislaus County prior to acceptance of the subdivision improvements. The drainage basin lots shown on the tentative map shall be enlarged if they are not of sufficient size to accommodate a drainage basin conforming to County standards. A 20-foot wide paved driveway shall be provided to the basins if they do not front a County maintained road.

TM 99-03

Conditions of Approval

October 21, 1999

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8. The existing drainage flowing north under Dixon Road and across the subdivision shall be studied to the satisfaction of the Department of Public Works and sufficient drainage facilities shall be constructed to insure there will be no drainage and/or flooding problems resulting from the construction of this subdivision.
9. All existing irrigation lines within the area to be subdivided shall be removed or relocated into easements along lot lines. The irrigation lines shall be reinforced at road crossings and driveways. All irrigation lines or structures which are to be abandoned shall be removed. All work shall be done in accordance with the requirements of the Department of Public Works and the Oakdale Irrigation District (OID).
10. All new utilities shall be underground and located in easements as required by the utility companies. The required easements shall be shown on the final map.
11. Prior to the final map being recorded the area being subdivided shall be annexed to the Almond Woods Estates Lighting District. If the area cannot be annexed, a new lighting district shall be formed. The subdivider shall provide all necessary documents and pay all costs associated with the annexation/formation. All street lights shall be installed on steel poles. Prior to the final map being recorded, the subdivider shall deposit the first year's operating and maintenance cost of the street lights with the Department of Public Works.
12. Prior to issuance of any building permits, the lot grades shall conform to the approved grading plan. Written certification by a civil engineer or geotechnical engineer may be required by the Department of Public Works.
13. A set of Record Drawings shall be provided to and approved by the Department of Public Works prior to acceptance of the subdivision improvements by the County. The drawings shall be on 3-mil mylar with each sheet signed and stamped by the design engineer and marked "Record Drawing."
14. One bench mark shall be established within the subdivision on a brass cap and the elevation shall be shown on the Record Drawing. A copy of the field notes shall be furnished to the Department of Public Works.
15. Stanislaus County will not issue any final inspection and/or occupancy permits for any structures within the subdivision until all the required subdivision improvements have been completed to the satisfaction of the Department of Public Works.
16. Prior to the Department of Public Works doing any plan review or inspections associated with the subdivision, the subdivider shall sign a "Subdivision Processing/Inspection Agreement" and post a \$5,000.00 deposit with Public Works.

17. Prior to the final map being recorded, all existing structures that are located within the proposed road right-of-way or do not comply with the minimum building set backs shall be removed.
18. Lot 1 and the "Well Site" Lot shall have no access to Dixon Road.

Planning and Community Development

19. Developer shall pay all Public Facilities Impact Fees and Fire Facilities Fees as adopted by Resolution of the Board of Supervisors. The Fees shall be payable at the time of issuance of a building permit for any construction in the development project and shall be based on the rates in effect at the time of building permit issuance.
20. The subdivider is required to defend, indemnify, or hold harmless the County, its officers and employees from any claim, action, or proceedings against the County to set aside the approval of the map as set forth in Government Code Section 66474.9. The County shall promptly notify the subdivider of any claim, action, or proceeding to set aside the approval and shall cooperate fully in the defense.
21. Prior to the issuance of the Notice of Determination, the applicant shall pay, within two weeks of Planning Commission approval, a filing fee of \$50.00 to "**Stanislaus County Clerk/Recorder**" care of the Planning Department. Should the "De Minimis" finding be found invalid for any reason, the applicant/developer shall be responsible for payment of Department of Fish and Game Fees.
22. Prior to issuance of each residential building permit, the owner/developer shall pay a fee of \$250.00 to cover the "fair-share" costs of construction of an acceleration lanes and a deceleration lane at the Highway 108/120 and Atlas Road intersection.

Sheriff's Department

23. Prior to the issuance of building permits for a dwelling, the owner/developer shall pay a fee of \$339.00 per dwelling to the County Sheriff's Department.

Department of Environmental Resources

24. Show location and identify use of all existing or proposed water wells, including those abandoned, both in the development and on adjoining properties within 10 feet of development boundaries. If connecting to an existing system, provide a "will serve" letter from the governing board of the system. Upon development of the well(s), submit data on chemical and bacteriological quality.
25. When connection to a public water system is planned, the developer shall furnish necessary verification to the Department that a potable water supply of adequate pressure and flow is available for all lots. Adding lots to an existing community water system may necessitate a "flow test" and/or a pressure test be done to substantiate that the system is capable of meeting County Development Standards, Section V,

26. Prior to recording the final map, and in accordance with Section 20.56.170 of the County Subdivision Ordinance, engineering data shall be provided to the Department of Environmental Resources to show that the proposed subdivision meets the requirements of the "Guidelines for Waste Disposal from Land Developments" adopted by the Central Valley Regional Water Control Board, and the project complies with any and all other requirements of the Department of Environmental Resources.
27. Prior to issuance of a building permit, the community water system must be serving the individual lots/parcels and be of approved quantity and quality as per Department of Environmental Resources and/or State Department of Health Services.

Development Services

28. Demolition permits must be obtained from the Building Inspection Division prior to demolishing existing buildings.
29. All remaining structures must meet required set backs from the proposed parcel lines.

Oakdale Irrigation District

30. The property owner shall execute an OID irrigation water service abandonment agreement to discontinue the use of OID irrigation water.
31. Install domestic water facilities per OID standards and dedicate said facilities to the District upon satisfactory completion.
32. Deed a well site to the District at the time said facilities are dedicated to the District.
33. Pursuant to District policy drainage from the new subdivision will not be accepted into District facilities.
34. Hillsborough Drive crosses the District's West Oakdale Pipeline and may require replacement and/or relocation of said pipeline.

San Joaquin Valley Air Pollution Control District

35. The project is subject to District Regulation VIII Fugitive Dust Prohibitions.
36. The District recommends that all feasible measures designed to reduce ozone precursor emissions be incorporated into the project.

EXHIBIT "C"
SPECIAL CONDITIONS

NONE

STATE OF California

COUNTY OF Stanislaus

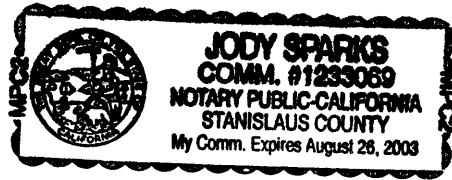
On March 19, 2001 before me, Jody Sparks
(Name, Title of Officer)

personally appeared Bruce Boese *****

personally known to me (or 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.

WITNESS my hand and official seal.

Jody Sparks
(Signature of Notary Public)



(This area for notarial seal)

