

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

DEPT: PUBLIC WORKS *SE*
Urgent Routine ✓
CEO Concurs with Recommendation YES NO
(Information Attached)

BOARD AGENDA # *C-7
AGENDA DATE OCTOBER 30, 2001
4/5 Vote Required YES NO

SUBJECT: APPROVAL OF THE FILING AND RECORDING OF THE FINAL MAP OF VIZCAYA, UNIT NO. 2

STAFF
RECOMMEN-
DATIONS:

1. FIND THAT THE FINAL MAP IS IN SUBSTANTIAL COMPLIANCE WITH THE PREVIOUSLY APPROVED TENTATIVE MAP;
2. FIND THAT STANISLAUS COUNTY HAS ADOPTED A SPECIFIC PLAN COVERING THE AREA PROPOSED TO BE INCLUDED WITHIN THE FINAL MAP;

(CONTINUED ON PAGE NO. 2)

FISCAL
IMPACT: There will be no fiscal impact associated with this action.

BOARD ACTION AS FOLLOWS:

No. 2001-833

On motion of Supervisor Blom , Seconded by Supervisor Mayfield
and approved by the following vote,
Ayes: Supervisors: Mayfield, Blom, Simon, and Chair Paul
Noes: Supervisors: None
Excused or Absent: Supervisors: Caruso
Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) Denied
- 3) Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy Christine Ferraro

File No.

SUBJECT: APPROVAL OF THE FILING AND RECORDING OF THE FINAL MAP OF VIZCAYA,
UNIT NO. 2
PAGE: 2

**STAFF
RECOMMEN-
DATIONS:
(Continued)**

3. FIND THAT THE FINAL MAP, TOGETHER WITH THE PROVISIONS FOR ITS DESIGN AND IMPROVEMENT, IS CONSISTENT WITH THE SPECIFIC PLAN FOR THE AREA;
4. REJECT ALL ROADS, HIGHWAYS, AVENUES, ALLEYS, COURTS, WAYS, LANES, PLACES, ETC.;
5. AUTHORIZE THE CHAIR OF THE BOARD TO SIGN THE FINAL MAP AND THE SUBDIVISION IMPROVEMENT AGREEMENT; AND,
6. AUTHORIZE THE FINAL MAP TO BE FILED AND RECORDED AS PRESENTED.

DISCUSSION: Vizcaya, Unit No. 2 is a residential subdivision consisting of 49 lots (including Lots 120 thru 125 reserved for a drainage basin) located on Pirrone Road in Salida, California. The subdivision was approved as Tentative Map No. 99-11 by the Stanislaus County Board of Supervisors on June 27, 2000.

The final map is in substantial compliance with the approved tentative map. The final map and its improvements are consistent with the adopted specific plan for this area.

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. 425413S in the amount of \$289,208.00 to secure faithful performance, and Labor and Materials Bond No. 425413S in the amount of \$272,232.00 to secure payment to all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforementioned agreement, except for Pirrone Road frontage improvements which are being secured separately. The subdivider has also provided bonds for expansion of the temporary storm drainage basin. These bonds include: Performance Bond No. 425414S in the amount of \$63,541.00 to secure faithful performance, and Labor and Materials Bond No. 425414S in the amount of \$31,771.00 to secure payment to all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the temporary storm drainage basin. All bonds were issued by The Insko Dico Group. These bonds have been filed with the Clerk of the Board of Supervisors.

The required Pirrone Road frontage improvements are part of the Pirrone Road Realignment project. Realignment project funds will pay for the improvements along Vizcaya, Units No. 1 and No. 2, Pirrone Road frontage. These frontage improvements will be secured by a separate Board of Supervisors resolution that will transfer funds earmarked in Salida traffic fee accounts for the Pirrone Road Realignment project to a separate trust account. The following amounts will be identified in this Pirrone Road

SUBJECT: APPROVAL OF THE FILING AND RECORDING OF THE FINAL MAP OF VIZCAYA
UNIT NO. 2

PAGE: 3

DISCUSSION

(Continued): Realignment project trust account as follows: Performance security in the amount of \$560,399.00 to secure faithful performance, Labor and Materials security in the amount of \$280,200.00 to secure payment to all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of these improvements, and Maintenance security in the amount of \$56,040.00 for the one year warranty period. These amounts total \$896,639.00 that will be transferred from the Salida traffic fee accounts.

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\VIZCAYA2.RC)

**ATTACHMENTS AVAILABLE
FROM YOUR CLERK**

RECORDING REQUESTED BY
AND RETURN TO:

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1010 TENTH STREET
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 SCM Vizcaya, LLC, hereinafter referred to as the "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: Vizcaya Unit No. 2 (Lots 89 -137)(A.K.A. Salida Gateway Commons), Tentative Map No. 99-11, approved by the Board of Supervisors on June 27, 2000, more particularly described on Exhibit "A" attached hereto, hereinafter referred to as the "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 systems, water systems, fire hydrants, street lights, monuments, other facilities, structures, grading, mitigation measures or conditions of development and Exhibit "C".
- 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 Standards & Specifications, 1998 Edition, 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 "Mello-Roos Improvements" means all improvements, which will be financed by funds received from the Mello-Roos Community Facilities District, as set forth in the PD Guidelines.
- 1.6 "PD Guidelines" means the Salida Planned Development Guidelines, which were initially approved by the Board of Supervisors on August 15, 1989, and all subsequent modifications or amendments thereto.
- 1.7 "Park Improvements" means the park improvements, which will be financed by park fees to be paid by developers pursuant of the PD Guidelines.

- 1.8 "Qualified Construction Costs" means the actual cost of construction or installation of the PD Guideline improvements, including the cost of labor, materials, equipment, engineering and administration as approved by the COUNTY.
- 1.9 "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.
- 1.10 "Supplemental EIR Mitigation Improvements" means the transportation improvements which will be financed by supplemental DIR mitigation improvement fees to be paid by developers pursuant to the PD Guidelines.
- 1.11 "TIC Improvements" means the transportation improvements which will be financed by Transportation Improvements Coordination fees to be paid by developers pursuant to the PD Guidelines.
- 1.12 "PD Guideline Improvements" means the Mello-Roos improvements, supplemental EIR mitigation improvements, TIC improvements and park improvements.

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. All work shall be performed in a good and workmanlike manner in accordance with accepted construction practices and in a manner equal or superior to the Conditions and Specifications. Where there is a conflict among any of the individual Conditions and Specifications, the more stringent or restrictive shall govern.
- 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. Completion

- 3.1 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.

- 3.2 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.
- 3.3 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:
 - 3.3.1 Exercising the COUNTY's rights to the Improvement Security;
 - 3.3.2 Completing the Improvements and recovering all Subdivision Costs and Fees associated with completion of the Improvements from SUBDIVIDER or from the Improvement Security;
 - 3.3.3 Instituting proceedings for reversion to acreage pursuant to Government Code §66499.12 et seq.

4. Improvement Security

- 4.1 Prior to the approval of the final map by the Board of Supervisors, SUBDIVIDER shall provide improvement security in the form of cash, a Letter of 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 (hereinafter referred to as ("Improvement Security")) in an amount determined by the COUNTY pursuant to Government Code §66499. et seq. In the event any changes or alterations in the work exceed ten percent (10%) of the original estimated cost of the Improvements, SUBDIVIDER shall provide additional security to the COUNTY.
- 4.2. The faithful performance security shall guarantee:
 - 4.2.1 Faithful performance of all of the provisions of this Agreement;
 - 4.2.2 The performance of any changes or alterations in such work provided;

- 4.2.3 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;
- 4.2.4 Costs and reasonable expenses and fees, including reasonable attorneys' fees.
- 4.3 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 in this Agreement.
- 4.4 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.
- 4.5 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, SUBDIVIDER shall provide 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 a Notice of Completion has been recorded. The release shall not apply to any required guarantee and warranty period or to costs and reasonable expenses and fees, including reasonable attorneys' fees.

5. Guarantee, Warranty and Maintenance

- 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.
- 5.2 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 all improvements which require maintenance, repair or replacement due to design defects, defective or damaged work or materials, or work that does not meet the requirements of the Conditions and

Specifications. SUBDIVIDER shall be responsible for any work or Improvements damaged by SUBDIVIDER, its contractors or builders, before or after the work or Improvements are accepted by the Board of Supervisors. The guarantee and warranty shall be secured for one (1) year after Acceptance of the Improvements by a bond, cash, or Letter of Credit in a form and in amounts acceptable to COUNTY.

6. Fees and Costs

- 6.1 SUBDIVIDER shall pay when due, all SUBDIVISION Costs and Fees.
- 6.2 SUBDIVIDER shall pay for the cost of relocating any existing utilities or poles as may be required in the Conditions and Specifications.

7. Inspections

- 7.1. It is the responsibility of the SUBDIVIDER to request inspections as needed to ensure that the Improvements conform to the Conditions and Specifications. COUNTY reserves the right to inspect all Improvements at any time. SUBDIVIDER authorizes COUNTY to enter upon and inspect the SUBDIVISION Improvements. SUBDIVIDER shall pay COUNTY for the cost of all inspections.
- 7.2 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.
- 7.3 Inspection of the work required under this Agreement or any statement by any officer, agent, or employee of 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 COUNTY be thereby stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. Indemnity

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

9. Insurance

- 9.1 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:
- 9.1.1 General liability: One million dollars (\$1,000,000.00) 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.
 - 9.1.2 Auto Liability: Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than one million dollars (\$1,000,000.00) per accident, and providing property damage liability of no less than one hundred thousand dollars (\$100,000.00) per accident.
 - 9.1.3 Workers' Compensation: Workers' Compensation insurance as required by the Labor Code of the State of California.
- 9.2 Requirements of All Insurance: All insurance required herein is expressly subject to the following:
- 9.2.1 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 the COUNTY.
 - 9.2.2 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 rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance's.

9.2.3 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.

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

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

9.2.6 All deductibles, self-insured retentions or named insurers must be declared in writing and approved by the COUNTY. At the option of COUNTY, either:

1. The insurer shall reduce or eliminate such deductibles, self-insured retentions or named insured; or
2. SUBDIVIDER shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9.3 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:

9.3.1. SUBDIVIDER shall provide a specific endorsement naming the COUNTY and the COUNTY's officers, officials, employees, and volunteers as insured regarding:

1. 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;

2. Services, products and completed operations of the SUBDIVIDER;
3. Premises owned, occupied or used by the SUBDIVIDER; and
4. 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.

9.3.2 The SUBDIVIDER's insurance coverage shall be primary insurance regarding the COUNTY and the COUNTY's officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY or COUNTY's officers, officials, employees, or volunteers shall be in excess of the SUBDIVIDER's insurance and shall not contribute with SUBDIVIDER's insurance.

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

9.3.4 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.

9.4 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 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 SUBDIVIDER.

10. Offsets for Transportation Improvements

- 10.1 If SUBDIVIDER constructs supplemental EIR mitigation improvements prior to the issuance of building permits, SUBDIVIDER may use qualified construction costs to offset SUBDIVIDER's supplemental EIR mitigation fee.
- 10.2 If SUBDIVIDER constructs TIC improvements prior to the issuance of building permits, SUBDIVIDER may use qualified construction costs to offset the SUBDIVIDER's TIC improvement fee.
- 10.3 SUBDIVIDER shall not be entitled to offsets for Mello-Roos improvements.
- 10.4 Prior to construction of any improvements for which a SUBDIVIDER requests offsets:
 - 10.4.1 SUBDIVIDER shall receive written approval from COUNTY on which improvements are eligible for offsets; and
 - 10.4.2 SUBDIVIDER shall provide contract documentation, bid proposals and other documentation as requested by the Department of Public Works.
- 10.5 Prior to receiving the offset, the SUBDIVIDER shall submit a recorded Notice of Completion of the Improvements; provide evidence in a form satisfactory to COUNTY of payment of qualified construction costs including, but not limited to, certified payroll records and the improvements shall pass inspection by the Department of Public Works.

11. Reimbursement for PD Guideline Improvements

- 11.1 If SUBDIVIDER completes the construction of supplemental EIR mitigation improvements or TIC improvements after issuance of building permits, or if SUBDIVIDER has no available offsets remaining, or if SUBDIVIDER completes the construction of park improvements, COUNTY will reimburse SUBDIVIDER in an amount not to exceed the qualified construction costs of the completed improvements, provided there are sufficient funds in the applicable supplemental EIR mitigation fee improvement account, TIC account or park account for such purposes, and COUNTY approves the reimbursement.

- 11.2 Reimbursement of qualified construction costs from the supplemental EIR mitigation improvement account, the TIC account and/or the park account will be made, at the sole discretion of COUNTY and to the extent funds are available, on a first-come first-served basis, as determined by the date of submission of a valid claim for reimbursement. COUNTY shall not authorize reimbursement if, in the sole discretion of COUNTY, funds are needed for improvements, land, payment of interest, or other related costs. If COUNTY does not authorize reimbursement; the claim for reimbursement shall maintain the priority based on the date of submission of a valid claim for reimbursement and be paid if and when sufficient funds are available.
- 11.3 Prior to the construction of PD Guideline improvements for which a SUBDIVIDER requests reimbursement:
- 11.3.1 The PD Guideline improvements shall be completed to the satisfaction of COUNTY;
- 11.3.2 SUBDIVIDER shall receive written approval from COUNTY confirming eligibility for reimbursement; and
- 11.3.3 SUBDIVIDER shall provide contract documentation, bid proposals, and other documentation as requested by COUNTY.
- 11.4 A valid claim for reimbursement shall, at a minimum, contain the following:
- 11.4.1 A copy of a recorded Notice of Completion for work constituting a qualified construction cost;
- 11.4.2 Certification of final measured quantities of the PD Guideline improvements; and
- 11.4.3 Verifiable evidence in a form satisfactory to COUNTY of payment of qualified construction costs including, but not limited to, certified payroll records and records concerning payment made to all contractors and vendors.
- 11.5 Reimbursement of Mello-Roos improvements shall be made by submitting a valid claim for reimbursement with COUNTY. It is expressly understood that COUNTY has no direct control over the Mello-Roos financing program and is not a member of Mello-Roos Joint Powers Agency.

11.6 If there are any supplemental EIR mitigation funds, TIC improvement funds or park funds remaining after all applicable PD Guideline improvements have been completed and accepted by COUNTY and after payment of all requests for reimbursement of qualified construction costs, the balance shall be paid out on a pro rata basis to the following:

SCM Vizcaya, LLC
c/o SCM Corporate Group
Attention: Steve Mothersell
1920 Standiford Avenue, Suite 1
Modesto, CA 95350
(209) 579-2020

11.7 The right to any refunds shall not run with the land or transfer with the transfer or sale of the property. SUBDIVIDER shall promptly advise the Department of Public Works, in writing, of any changes in the information stated above or any assignment of the balance of the funds. Any assignment of the right to any balance of funds shall be set forth in writing and signed before a Notary Public by the individual identified above and clearly designating the name, address and telephone number of the assignee.

12. 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.

13. Assignment

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

14. Runs with Land and Recordation

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 Clerk-Recorder.

15. Notice of Completion and As Built Drawings

- 15.1 SUBDIVIDER shall execute, acknowledge and record in the manner provided by law, a Notice of Completion of the Improvements within ten (10) days after the Department of Public Works provides written notice to the SUBDIVIDER that it has passed the final inspection.
- 15.2 Upon completion of the Improvements, the SUBDIVIDER's engineer shall supply to COUNTY one (1) 3-mil 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.

16. Acceptance of the Improvements and Occupancy

- 16.1 The Board of Supervisors will not accept the Improvements until the Improvements are completed to the satisfaction of COUNTY in accordance with the Conditions and Specifications.
- 16.2 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.
- 16.3 Stanislaus 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. 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. SUBDIVIDER shall provide a written disclosure of the occupancy restriction to all purchasers of SUBDIVISION property.
- 16.4 After acceptance of the Improvements, SUBDIVIDER shall keep COUNTY right-of-way clean and free of debris, dirt and building materials.

17. Effective Date of Agreement

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

18. Special Conditions

SUBDIVIDER shall perform, in a timely manner, all Special Conditions stated on Exhibit "C", attached hereto.

19. General Terms

19.1 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.

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

COUNTY Department of Public Works
1010 Tenth Street, Suite 3500
Modesto, CA 95354

SUBDIVIDER SCM Vizcaya, LLC
c/o SCM Corporate Group
Attention Steve Mothersell
1920 Standiford Avenue, Suite 1
Modesto, CA 95350

19.3 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.

20. NOTE TO SUBDIVIDER

20.1 Execute acknowledgement form and sign this Agreement before a Notary Public; and,

20.2 If a corporation:

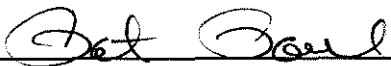
20.2.1 Attach a certified copy of the Bylaws or the Resolution of the Board of Directors authorizing execution of this contract and bond required hereby; and,

20.2.2 The corporate seal must be affixed to this Agreement.


20.3 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.

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

COUNTY OF STANISLAUS


Chair of the Board of Supervisors

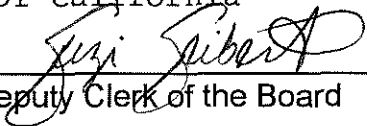
SUBDIVIDER

By 
SCM Vizcaya, LLC

ATTEST

CHRISTINE FERRARO TALLMAN
Clerk of the Board of Supervisors
of the County of Stanislaus,
State of California

Title: 

By 
Deputy Clerk of the Board

APPROVED AS TO FORM
MICHAEL H. KRAUSNICK
County Counsel

By 
JOHN P. DOERING, Deputy County Counsel

APPROVED AS TO CONTENT
Department of Public Works


for: 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

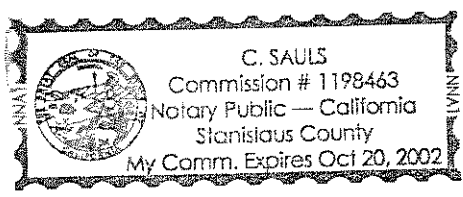
State of California

County of Stanislaus } ss.

On October 11, 2001, before me, C. SAULS,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Steve C. Mothersell,
Name(s) of Signer(s)

- personally known to me
- 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.
C. Sauls
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

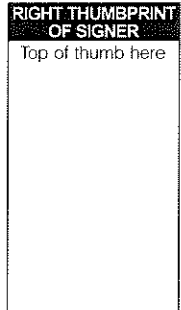


EXHIBIT "A"

Vizcaya Unit No. 2 as per Map thereof recorded _____, 2001 in
Book _____ of Maps, at Page _____, Stanislaus County Records.

Exhibit "B"

AS AMENDED BY THE PLANNING COMMISSION

MAY 18, 2000

DEVELOPMENT STANDARDS/CONDITIONS OF APPROVAL TENTATIVE SUBDIVISION MAP APPLICATION NO. 99-11 SALIDA GATEWAY COMMONS

Planning and Community Development

1. A six-foot masonry wall shall be constructed along the exterior property lines of Lots 11-44 as required by the Salida PD Guidelines prior to occupancy. In addition, a solid masonry wall shall be constructed adjacent to Lots 1-5, 21, and 44-59 as a noise barrier. The height of the wall shall be stairstepped from 6 feet to 10 feet in height. Locations shall be determined in conjunction with the noise study prepared for the Mello-Roos project.
2. A landscaping plan, including a residential lot tree plant scheme, prepared in accordance with the PD Guidelines, indicating type of plants, initial plan size, location and method of irrigation shall be submitted and approved by the County Planning Director. Landscaping must be installed prior to occupancy. The landscaping/improvement easements as shown in the Salida PD Guidelines shall be shown on the final map.
3. Prior to the occupancy of any building, or operation of the approved use, the applicant shall meet all the requirements of the Department of Fire Safety and the Air Pollution Control District. This will include a requirement that a flow of water for fire suppression must be provided to the standards of the Department of Fire Safety.
4. That Certificates of Occupancy shall be obtained from the Building Inspection Division prior to occupancy.
5. A plan for any proposed signs indicating the location, height, area of the sign and message must be approved by the Planning Director before installation.
6. Prior to the issuance of a building permit, the developer shall pay any and all fees set forth in the Planned development Guidelines for Salida as adopted by the Board of Supervisors or as amended prior to the issuance of a building permit. 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.
7. The final recorded map shall contain the following statement:

"Many procedures normal and necessary to the operation of agricultural uses such as field crops, vineyards, orchards, dairy and poultry farms and feed lots result in noise, odor, dust, spraying, irrigation or other potentially detrimental effects to residential use of adjacent properties. All persons purchasing lots within the confines of this

approved map for the purpose of establishing residence should investigate the likelihood of such conflicts." (Chapter 9.32 of the Stanislaus County Ordinance Code)

8. Fences and landscaping adjacent to roadways shall be in compliance with the County's "Visibility and Obstructions at Public Intersections" ordinance.
9. Hours of exterior construction on the project site shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Saturday. Exterior construction shall be prohibited on Sunday and County holidays. (CEQA, Section 15041 and Board policy)
10. If subsurface cultural resources are discovered on the project site during the construction process, all work shall stop until a qualified archaeologist, approved by the Planning Department, evaluates said resources and establishes boundaries around archaeologically sensitive areas. If the site is determined to be significant, appropriate mitigation measures shall be formulated and implemented in accordance with Appendix K of CEQA. (CEQA, Section 15041)
11. Developer shall pay all Public Facilities Impact Fees and Fire Facilities Fees as adopted by 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.
12. Prior to the issuance of the Notice of Determination, the applicant shall pay, within five days 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 Fish and Game Fees.
13. The applicant 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 project which is brought within the applicable statute of limitations. The County shall promptly notify the applicant of any claim, action, or proceeding to set aside the approval and shall cooperate fully in the defense.

Department of Agriculture and Weights and Measures

14. That a fee of \$5.55 per housing unit be paid prior to the issuance of any building permit.

Department of Public Works

15. 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.

All roads fronting or within the subdivision shall be designed and constructed in conformance with the standards contained in the 1998 edition of the Stanislaus County Improvement Standards and the Salida PD Guidelines. The improvements shall include, but not be limited to, street pavement, concrete curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, road signs, landscaping, and access control walls. National Geodetic survey vertical (elevation) datum shall be used. If available, 1988 data shall be used.

16. Prior to the final map being recorded, the plans for the Pirrone Road realignment to Hammett Road shall be approved by the Department of Public Works.
17. Prior to the final map being recorded, all right-of-way necessary for the Pirrone Road realignment shall be deeded to Stanislaus County. **Nothing in these Development Standards/Conditions of Approval shall restrict or alter any rights the applicant has, or shall increase the rights the County has, under the Subdivision Map Act, or applicable law, regarding the County's ability to require the construction of off-site improvements or to acquire/condem real property for right-of-way purposes as a condition of tentative or final subdivision map approval.**
18. Prior to the final map being recorded, all right-of-way necessary for the road along the north side of the subdivision shall be deeded to Stanislaus County. **Nothing in these Development Standards/Conditions of Approval shall restrict or alter any rights the applicant has, or shall increase the rights the County has, under the Subdivision Map Act, or applicable law, regarding the County's ability to require the construction of off-site improvements or to acquire/condem real property for right-of-way purposes as a condition of tentative or final subdivision map approval.**
19. Old Pirrone Road right-of-way shall be abandoned, subject to reservations for existing utility easements including access to them, upon acceptance of improvements of the New Pirrone Road realignment by the County.
20. 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 plan shall include erosion control measures that will prevent dirt from the subdivision from getting into the road right-of-way and the drainage system.
21. Road right-of-way, as shown on the tentative map, shall be dedicated to Stanislaus County.
22. Street monuments and covers shall be installed to County standards.

23. 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 R-value test to establish appropriate road sections, and (b) sufficient test to establish the percolation rate for the drainage basin. The report shall be signed by a California registered civil engineer.
24. A positive storm water drainage system, conforming to County standards and the Salida Master Storm Drain System shall be installed.
25. 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 Modesto Irrigation District.
26. 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.
27. Prior to the final map being recorded the area being subdivided shall be annexed to the Salida Highway Lighting District. The subdivider shall provide all necessary documents and pay all costs associated with the annexation.
28. 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.
29. 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.
30. 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".
31. 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.
32. 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.

33. Lots 1 thru 13 inclusive and Lots 56 thru 62 inclusive shall have no direct access onto Pirrone Road. A masonry access control wall shall be constructed along the Pirrone Road frontage in accordance with the Salida PD Guidelines. The wall shall be a minimum of six feet high and allow sight distance in conformance with County standards. The restricted access shall be shown on the final map.
34. Prior to issuance of building permits, the subdivider shall complete the construction of a water system that meets the City of Modesto requirements.
35. 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 \$10,000.00 deposit with Public Works.
36. Prior to the final map being recorded the following fees must be paid:
 - a) "County Cost of Development" fee of \$60.00 per gross acre;
 - b) "Mitigation Monitoring" fee of \$355.00 per gross acre; and,
 - c) "Public Works Processing" fee of \$335.00 per gross acre.
37. Prior to issuance of any building permits, the developer shall pay any and all fees set forth in the Planned Development Guidelines for Salida as adopted by the Board of Supervisors or as amended prior to the issuance of a building permit.

Modesto Irrigation District

38. In conjunction with related site/road improvement requirements, existing overhead electric facilities within or adjacent to the proposed development shall be protected, relocated or removed as required by the District's Electric Engineering Department. Appropriate easements for electric facilities shall be granted as required.
39. Costs for relocation and/or undergrounding the District's facilities at the request of others will be borne by the requesting party. Estimates for relocating or undergrounding existing facilities will be supplied upon request.
40. The District should be contacted for requests to remove existing service(s) within the outlined area. The cost of removal will be at the District's expense provided that the load being served is also removed.
41. A 10-foot PUE is required along all existing and proposed street frontages.
42. A 20-foot M.I.D. easement is required centered on the existing overhead lines on the "Proposed" abandoned Pirrone Road.

43. Electric service to the individual lots is not available at this time. Customer should contact the District's Electric Engineering Department to arrange for electric service to the project.
44. An existing pipeline running diagonally through the northeast corner of the property must be relocated to M.I.D. standards using Class III R.C.P. and protected by a 10-foot irrigation easement. Relocation of the pipeline to parcels 136-08-16 and 003-14-05 can not be done without permission from those landowners.
45. A "Sign Off of Irrigation Facilities" form must be completed for the subdivision property (APN: 136-08-01) to remove the land from the irrigation billing system.
46. The existing south property line of parcel 136-08-01 is located on or near the centerline of M.I.D. Lateral 8. The south 30-feet of parcel 136-08-01 along M.I.D. Lateral 8 must be granted in fee title by separate instrument to the Modesto Irrigation District to insure operation and maintenance access to the canal.
47. A six-foot solid masonry fence is required along the north Lateral 8 right-of-way line.
48. Prior to any development, improvement plans must be submitted to and approved the by the M.I.D. Civil Engineering Department.

San Joaquin Valley Unified Air Pollution Control District

49. Equip dwelling units with exterior electrical outlets to encourage the use of electric powered yard maintenance equipment (instead of highly polluting gas-powered equipment).
50. Energy efficient design including automated control system for heating/air condition and energy efficiency beyond Title 24 requirements, lighting controls and energy-efficient lighting in buildings, increase insulation beyond Title 24 requirements, and light colored roof materials to reflect heat.
51. Provide low nitrogen oxide (NOx) emitting and/or high efficiency water heaters.
52. Include safe, convenient, and visibly pleasing walkways and sidewalks to promote pedestrian traffic to and from the site.

Fire Safety (Stanislaus County Consolidated Fire Protection District)

53. An approved water supply capable of supplying required water flow for fire protection shall be provided to all premises upon which buildings or portions of buildings are hereafter constructed. When any portion of the building protected is in excess of 150

feet from a water supply on a public street, there shall be provided, when required by the fire protection agency, on site fire hydrants and mains capable of supplying the required for flow. (UFC 10.301 (c)).

54. The source of water supply shall be approved by the fire safety department prior to design.
55. For all water supply systems, the water flow shall be no less than the following gallons per minute, over and above peak domestic use:
- If the lots are 5 acres or less and more than 5 lots 1,000 gpm
 - Duplex residential units, neighborhood business of one story 1,500 gpm
 - Multiple residential, one and two stories;

 - light commercial or light industrial 2,000 gpm
 - Multiple residential; three stories or higher;
heavy commercial or heavy industrial 2,500 gpm
56. The water supply system shall be of sufficient size to supply the required flow for a minimum period of two hours. More flow time may be required, at the discretion of the fire protection agency, for greater hazards.
57. The location, number and type of fire hydrants connected to a water supply capable of delivering the required flow shall be provided on the public street or on the site of the premises to be protected as required and approved by the fire protection agency. All hydrants shall be accessible to the fire department apparatus by roadways meeting the requirements of Section 10.207 of the Uniform Fire Code. (10.301(c))
58. Fire hydrant systems shall be in place and shall meet the approval of the fire department as to type installation and location and shall be subject to periodic tests. Plans and specifications shall be submitted to the fire department for review and approval.
59. Developer is required to paint red curbs 7 ½ feet in each direction from the hydrant, for a total of 15 feet.
60. All surface access roads shall be installed and made serviceable prior to issuance of building permits. The surface shall remain unobstructed and passable throughout construction in accordance with Sections 10.207 and 10.301 of the Uniform Fire Code.
61. Prior to occupancy, the developer is required to comply with all requirements of the Uniform Fire Code, Uniform Building Code, Stanislaus County Code, and other laws or regulations concerning fire safety in effect.

MITIGATION MEASURES:

62. A six-foot masonry wall constructed between the residential and agricultural areas.
63. Development subject to District Regulations VIII (Fugitive Dust Prohibitions).
64. Only natural gas or EPA certified wood burning fireplaces/stoves shall be installed.
65. Provide low nitrogen oxide (NOx) emitting and/or high efficiency water heaters.
66. Trees shall be planted in accordance with the requirements outlined in the Salida PD Guidelines.
67. During the construction phases of the proposed project, if any human remains, significant or potentially unique are found, all construction activities in the area shall cease until a qualified archeologist can be consulted. Construction activities shall not resume in the area until an on-site archaeological mitigation program has been approved by a qualified archaeologist.
68. An six-foot solid masonry wall constructed adjacent to the M.I.D. Lateral No. 8.
69. A solid masonry wall constructed along the Pirrone Road residential frontage. The height will be stair-stepped from 10 to 6 feet, going south to north along the residential area.
70. Developer shall pay all Public Facilities Fees as adopted by Resolution of the Board of Supervisors
71. Developer shall pay any and all fees set forth in the Salida Planned Development Guidelines for Salida as adopted by the Board of Supervisors as amended prior to the issuance of a building permit. The fees shall be based on the rates in effect at the time of building permit issuance.
72. The new aligned Pirrone Road shall be constructed connecting the existing road beginning at lot 113 to the northwesterly boundaries of the subdivision. An emergency access shall be provided Both of these shall be constructed prior to acceptance of subdivision improvements and building permit issuance. The appropriate road abandonments shall also occur prior to building permit issuance. Refer to Mitigation Measures No. 9 & 10.

EXHIBIT C

SPECIAL CONDITIONS

(Vizcaya Unit No. 2)

1. Bond for Temporary Improvements.

The Subdivider shall post a performance bond in the amount of \$63,541.00, a payment bond in the amount of \$31,771.00, and a warranty bond in the amount of \$6,354.10, as guarantee for construction of improvements for water percolation and/or capacity in the temporary storm water detention basin in Lot A as shown on Final Map No. 39-M-47 (Vizcaya Unit 1), and for removal of temporary improvements and restoration of the site. The condition on such bonds shall be that (a) all temporary improvements deemed reasonable and necessary shall be constructed on or before November 20, 2001, and (b) all temporary improvements shall be removed within 30 days after completion of permanent storm drain improvements.

2. Bond for Permanent Improvements.

2.1 The Subdivider shall post a performance bond in the amount of \$289,208.00, a payment bond in the amount of \$272,232.00, and a warranty bond in the amount of \$54,446.00, as guarantee for construction of all public improvements as shown on the approved improvement plans for the Vizcaya subdivision and for the Pirrone Road Realignment. However, the Subdivider is not required or obligated to construct or to furnish bonds for the following improvements shown on the approved improvement plans: (a) improvements north of the section line and the subdivision boundary line as shown on Final Map No. 37-M-47 (Vizcaya Unit 1); and (b) the Pirrone Road realignment, except as provided in Section 2.2 below.

2.2 The Subdivider shall submit security in a form acceptable to the County for a performance guarantee in the amount of \$560,399.00, a for payment for labor and materials in the amount of \$280,200.00, and for warranty of work in the amount of \$56,040.00, as guarantee for construction of the that portion of the Pirrone Road realignment that fronts on Vizcaya Unit 1 and Vizcaya Unit 2, and that extends to 16-foot west of the median.

3. Construction of Offsite Improvements.

3.1 Subdivider acknowledges that a Condition of Approval of Tentative Map 99-11 is construction of road improvements for the Pirrone road realignment to Hammett road, as approved by the Department of Public works, and the acquisition and dedication of right-of-way necessary for such realignment (the "Offsite Improvements"). The County and the Subdivider acknowledge that neither party has sufficient title or interest at the time of this Agreement to permit the Offsite Improvements to be made. The Subdivider shall make good faith efforts to acquire the necessary right-of-way to construct and dedicate the Offsite Improvements. If the Subdivider does not acquire all necessary right-of-way within 60 days after the filing the final subdivision map for

Viscaya Unit No. 2, the County shall be authorized to acquire by negotiation or commence proceedings pursuant to Title 7 (commencing with Section 1230.010) of Part 3 of the Code of Civil Procedure to acquire an interest in the land which will permit the Offsite Improvements to be made. The Subdivider agrees to complete the Offsite Improvements pursuant to Government Code section 66462 and this Agreement at such time as the County acquires an interest in the land which will permit the Offsite Improvements to be made.

3.2 Subdivider agrees that the County is entitled to full reimbursement from the Salida traffic fee accounts (including, without limitation, the Road-Supplemental-Environmental Impact Report Accounts Nos. 1, 2 and 3, and the Transportation Improvement Coordination ("TIC") account) for all costs and expenses that are actually incurred by the County to acquire any right-of-way necessary to construct and dedicate the Offsite Improvements, including without limitation appraisal fees, reasonable attorneys' fees, relocation costs, compensation to landowners and/or other holders of interests in the land to be acquired, costs of experts and consultants, and labor costs for County staff.

4. Compensation for Dedication of Pirrone Road Right-of-Way.

The dedication of right-of-way for the Pirrone Road realignment by the Subdivider in accordance with Condition No. 18 of the Development Standards/Conditions of Approval for Tentative Map 99-11 as amended May 18, 2000, shall not restrict or alter any rights of the Subdivider to receive compensation for such right-of-way by reimbursement from the Salida traffic fee accounts (including, without limitation, the Road-Supplemental-Environmental Impact Report Accounts Nos. 1, 2 and 3, the Transportation Improvement Coordination ("TIC") account, Mello Roos funds, CalTrans mitigation fees), or for the County to claim any set-off for those accounts. In any event, the County of Stanislaus does not have any independent obligation for payment of compensation to the Subdivider for dedication of right-of-way.

----- END OF SPECIAL CONDITIONS -----