

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

DEPT: Public Works *AKM*

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE March 25, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Diablo Grande, The Legends Subdivision

STAFF RECOMMENDATIONS:

1. Approve the Subdivision Improvement Agreement for Diablo Grande, The Legends Subdivision;
2. Find that the final map is in substantial compliance with the previously approved tentative map;
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

Continued on Page 2

FISCAL IMPACT:

There is no fiscal impact associated with this item. All related fees and actual construction costs will be the responsibility of the developer, RW Hertel & Sons, Inc. All improvements are on private, not public right of way. Once the subdivision improvements are accepted by the Board of Supervisors, the maintenance of the roadways, storm drainage system, landscaping and lighting will be the responsibility of the Diablo Grande Home Owner's Association.

BOARD ACTION AS FOLLOWS:

No. 2008-213

On motion of Supervisor Grover, Seconded by Supervisor DeMartini

and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Diablo Grande, The Legends Subdivision

STAFF RECOMMENDATIONS CONTINUED:

with the specific plan for the area;

5. Reject all roads, highways, avenues, alleys, courts, ways, lanes, places, and all other street dedications.
6. Authorize the Chairman of the Board to sign the final map and the Subdivision Improvement Agreement.
7. Authorize the final map to be filed and recorded as presented.

DISCUSSION:

Diablo Grande, The Legends is a subdivision within the Diablo Grande Project situated in the western foothills of the Coast Mountain Range. This final map creates 19 residential lots ranging in size from roughly 10,000 square feet to 20,000 square feet.

The Western Hills Water District will serve the development with public water and sewer. A homeowners' association will maintain private portions of the development's residential infrastructure. A positive storm drainage system in conformance with the tentative map, the Environmental Impact Report (EIR) and the specific plan will store the runoff and discharge it into Salado Creek.

The project's environmental coordinator of the Department of Planning and Community Development has stated that the project is in compliance with the Mitigation Monitoring and Reporting Plan and all applicable conditions of approval. The Stanislaus County Board of Supervisors approved the subdivision as Vesting Tentative Map No. 2004-02 on April 5, 2005. The final map is in substantial compliance with the approved tentative map. The final map is consistent with the specific plan.

RW Hertel & Sons, Inc., the subdivider is required to enter into a Subdivision Improvement Agreement with Stanislaus County to ensure the construction of all subdivision improvements is 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. RW Hertel & Sons, Inc. has provided Performance Bond Nos. SU5024508 (\$1,579,456.00) and SU5024509 (\$935,358.00) issued by Arch Contractors and Developers Group to secure faithful performance of subdivision and off site improvements. The Labor and Materials Bond Nos. SU5024508 (\$955,653.00) and SU5024509 (\$558,214.00) were provided to secure payment of all contractors, subcontractors, laborers, material, and other persons employed in the performance of the improvements. All improvements are on private property that will be maintained by the Diablo Grande Home Owner's Association. The Subdivision Improvement Agreement and proof of the financial guarantees have been filed with the Clerk of the Board of Supervisors.

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Diablo Grande, The Legends Subdivision

POLICY ISSUES:

This action is consistent with the Board's priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

STAFFING IMPACT:

There is no staffing impact associated with this item.

AH:jg

H:\SERVICES\2008 Board Items\TM2004-02 DIABLO GRANDE, THE LEGENDS. BOS.ah

RECORDING REQUESTED BY
AND RETURN TO:

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1010 10th Street, Suite 3500
MODESTO, CA 95354
Attn: Ron Cherrier

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR DIABLO GRANDE, THE LEGENDS, UNIT NO. 1**

THIS SUBDIVISION IMPROVEMENT AGREEMENT, is entered into on 3/25/08,
_____, by and between the County of Stanislaus, a political subdivision of the State of
California, hereinafter referred to as "County," and RWHS Diablo Grande, Legends, LLC,
a California Limited Partnership, 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 Vesting Tentative
Map No. 2004-02 (known as Diablo Grande, The Legends, Unit No. 1), approved by the
Stanislaus County Board of Supervisors on April 5, 2005, 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 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 recording of the final map, 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 recording the final map, Subdivider shall file with the County a cash, a letter or credit, or a bond from a California admitted surety, 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 Insurances.

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 insured's 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 insured's; 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 insured's 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 Building inspection 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 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:

Stanislaus County
Department of Public Works
1010 10th Street, Suite 3500
Modesto, CA 95354

HWRS Diablo Grande, Legends, LLC
Attn: Robert J. S. Fowler
5200 Telegraph Road
Ventura, CA 93003

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

Thomas W. Mayfield

Thomas W. Mayfield, Chairman
Board of Supervisors
County of Stanislaus, State of California

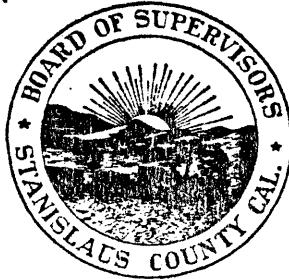
SUBDIVIDER

Robert J. S. Fowler

ROBERT J. S. FOWLER
Vice President
RWHS Diablo Grande, Legends, LLC

Managing Partner
RW Hertel & Sons

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



By *Christine Ferraro Tallman*
Deputy Clerk

APPROVED AS TO FORM
MICHAEL H. KRAUSNICK
County Counsel

By *Thomas Boze*
THOMAS BOZE
Deputy County Counsel

APPROVED AS TO CONTENT
Department of Public Works

Matt Machado
MATT MACHADO, 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.

ACKNOWLEDGMENT

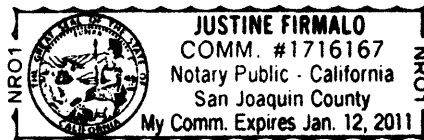
State of: California

County of: San Joaquin

On May 2, 2007, before me Justine Fimalo, Notary Public
(here insert name and title of the officer)
personally appeared Robert G S Fowler

~~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



Signature Justine Fimalo

(Seal)

EXHIBIT "A"

Diablo Grande, The Legends, Unit No. 1 as per Map thereof recorded
_____, _____ in Book _____ of Maps, at Page _____, Stanislaus County
Records.

EXHIBIT "B"

CONDITIONS OF APPROVAL

**SPECIFIC PLAN AMENDMENT APPLICATION NO. 2005-01
TENTATIVE MAP APPLICATION NO. 2004-02, 2004-03, 2004-04 and 2004-05
DIABLO GRANDE**

Planning and Community Development

1. 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)
2. Should any archaeological or human remains be discovered during development, work shall be immediately halted within 150 feet of the find until it can be evaluated by a qualified archaeologist. If the find is determined to be historically or culturally significant, appropriate mitigation measures to protect and preserve the resource shall be formulated and implemented.
3. The developer shall pay all applicable Public Facilities Impact Fees and Fire Protection Development/Impact Fees as adopted by Resolution of the Board of Supervisors. For the Public Facilities Impact Fees, the fees shall be based on the Guidelines Concerning the Fee Payment Provisions established by County Ordinance C.S. 824 as approved by the County Board of Supervisors on March 11, 2003, and shall be payable at the time determined by the Department of Public Works.
4. 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.
5. Prior to the issuance of the Notice of Determination, the applicant shall pay, within five working 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 Department of Fish and Game Fees.
6. Pursuant to Section 404 of the Clean Water Act, prior to construction, the developer shall be responsible for contacting the US Army Corps of Engineers to determine if any "wetlands," "waters of the United States," or other areas under the jurisdiction of the Corps of Engineers are present on the project site, and shall be responsible for obtaining all appropriate permits or authorizations from the Corps, including all necessary water quality certifications, if necessary.

7. Pursuant to the federal and state Endangered Species Acts, prior to construction, the developer shall be responsible for contacting the US Fish and Wildlife Service and California Department of Fish and Game to determine if any special status plant or animal species are present on the project site, and shall be responsible for obtaining all appropriate permits or authorizations from these agencies, if necessary.
8. Pursuant to Section 1600 and 1603 of the California Fish and Game Code, prior to construction, the developer shall be responsible for contacting the California Department of Fish and Game and shall be responsible for obtaining all appropriate streambed alteration agreements, permits or authorizations, if necessary.
9. Pursuant to State Water Resources Control Board Order 99-08-DWQ and National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, prior to construction, the developer shall be responsible for contacting the California Regional Water Quality Control Board to determine if a "Notice of Intent" is necessary, and shall prepare all appropriate documentation, including a Storm Water Pollution Prevention Plan (SWPPP). Once complete, and prior to construction, a copy of the SWPPP Pollution Prevention Plan shall be submitted to the Stanislaus County Department of Public Works.
10. During project construction, all new development shall implement appropriate storm water runoff Best Management Practices (BMP) and design features to protect receiving water quality during construction and occupancy, consistent with Stanislaus County standards.
11. BMPs shall be incorporated into project design to reduce urban contaminant levels in storm water runoff, consistent with Stanislaus County standards.
12. This project shall be subject to all Mitigation Measures as adopted by the Stanislaus County Board of Supervisors as set forth in the Diablo Grande Mitigation Monitoring and Reporting Plan.
13. This project is subject to all approved resource management and protection plans approved for the Diablo Grande project including, but not limited to those related to wetlands, riparian areas, oak trees, wildlife species, fire protection, construction management, erosion control, etc.
14. All improvements shall be constructed to either Stanislaus County, Diablo Grande, or Western Hills Water District Standards and Specifications as approved by the Stanislaus County Board of Supervisors.

Department of Public Works

15. A complete set of grading, drainage, and road improvement plans shall be reviewed by the Department of Public Works prior to any final map being recorded. Public Works will approve all plans for any County maintained subdivision improvements and will review all non-County maintained subdivision improvements. Both the review and approval, if required, shall occur prior to any of the final maps being recorded. The subdivision improvements shall include, but not be limited to, road pavement, curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, signs, sewer systems, water systems, and off-site improvements. National Geodetic survey vertical (elevation) datum shall be used. If available, 1988 data shall be used.

16. Improvement plans for the water and sewer systems (distribution system and treatment plants) shall be reviewed by Stanislaus County prior to the final map being recorded.
17. Subdivision improvements that will not be maintained by Stanislaus County shall be designed and constructed in conformance with the Diablo Grande Standard Drawings and Specifications, Western Hills Water District Standard Drawings and Specifications, the Diablo Grande Master Storm Drain Plan, and the California Department of Forestry & Fire Protection standards. Improvements that will be maintained by Stanislaus County shall be designed and constructed in conformance with County standards.
18. Street monuments and covers shall be installed to County standards on all roads to be maintained by Stanislaus County.
19. The right-of-way for all roads to be maintained by Stanislaus County shall be dedicated to the County prior to the final map being recorded
20. Soil reports shall be required for all lots, roads, easements, and any other areas where deemed necessary by the Department of Public Works. The reports shall be prepared and signed by a Geotechnical Engineer. Soil reports shall be reviewed and approved by Public Works prior to starting any work.
21. Provide for a storm water drainage system in conformance with the tentative maps, the EIR, the specific plan, and the master storm drainage plan.
22. All utilities shall be located in easements as required by the utility companies. The easements shall be shown on the final maps.
23. Prior to a final map being recorded, all required subdivision improvements, including off-site improvements for the particular subdivision, shall be bonded and a Subdivision Improvement Agreement executed by the subdivider. The bonds shall be in a format approved by the County. The bond amounts shall be based on an engineer's estimate. The performance bond shall be in an amount equal to 100% of the cost to construct the subdivision improvements. The labor and materials bond shall be 50% of the performance bond. Any improvements that will be County maintained shall have a maintenance bond equal to 10% of the engineers estimate provided for them prior to the acceptance of the improvements by the Board of Supervisors.

In lieu of bonding for the improvements and entering into a Subdivision Improvement Agreement, all subdivision improvements, including off-site improvements for each particular subdivision, shall be constructed prior to occupancy of any dwelling within the subdivision to the satisfaction of the Department of Public Works and the Department of Planning and Community Development. These off-site improvements shall include all utilities and roads necessary for the subdivision to function independently of other subdivisions.

In addition to utilities, the construction of necessary off-site improvements tied to The Legends and The Vineyards II Subdivisions include the following:

- A. The Legends (TM 2004-02): (1) The construction of Diablo Grande Parkway from the end of the existing road (at Morton Davis Drive) to a point just east of Legends Drive, as shown on Vesting Tentative Map No. 2004-02, Sheet 4 of 16; and, (2) The construction of Legends North Parkway from Diablo Grande Parkway to Legends Drive near Waggle Drive, as shown on Sheet 3 of 16 of TM 2004-02.
 - B. The Vineyards II (TM 2004-04): (1). The construction of Diablo Grande Parkway from the end of the existing road (at Morton Davis Drive) to the point indicated on Vesting Tentative Map No. 2004-04, Sheet 5 of 12, directly west of, and at the southerly property line of Lot 94; and, (2) The construction of Vineyard Drive from Diablo Grande Parkway at Panoz Road thru "The Cottages Subdivision". The entire length of Vineyard Drive shall be constructed.
24. All subdivision improvements shall be inspected by the Department of Public Works for compliance with the Diablo Grande Standard Drawings and Specifications, Western Hills Water District Standard Drawings and Specifications, and the Diablo Grande Master Storm Drain Plan. Any subdivision improvements that will be County maintained shall be constructed per County standards.
25. Prior to the final map being recorded, Diablo Grande shall provide verification that either Western Hills Water District or a Home Owners Association, or another approved district will provide the on going operation and maintenance of the non-county maintained roads, emergency access road, drainage system, street lights, water system, sewer system, common areas, landscaping, etc.
26. Prior to issuance of each building permit, the Diablo Grande Off-Site Traffic Mitigation Fees shall be paid. The Caltrans traffic mitigation fee of \$907.00 per dwelling unit shall be updated to current year dollars prior to the final map being recorded. The County traffic mitigation fee of \$884.61(updated to 2002 dollars) per dwelling unit shall be updated to current year dollars prior to the final map being recorded. These fee amounts shall be updated by a registered civil engineer.
27. All lots shall have a lot grading plan showing individual pad elevations and drainage patterns which shall be approved by the Department of Public Works. Written certification by a civil engineer or geotechnical engineer for each individual lot to verify lot grades conform to the approved grading plan shall be provided to the Department of Public Works prior to issuance of a building permit for the subject lot.
28. A set of Record Drawings shall be provided to and approved by the Department of Public Works prior to the County approving the subdivision improvements. The drawings shall be on 3 mil mylar with each sheet signed and stamped by the design engineer and marked "Record Drawing".
29. 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. The elevation of the bench mark and all subdivision improvements shall be based on National Geodetic Survey vertical (elevation) datum. If available, 1988 data shall be used.

30. Stanislaus County will not issue a final inspection and/or occupancy permit for any structure within the subdivision until all the required subdivision improvements, including off-site improvements have been constructed/installed to the satisfaction of the Departments of Public Works and the Department of Planning and Community Development.
31. Prior to the final map being recorded, the subdivider shall deposit \$10,000.00 with the Department of Public Works and sign a "Subdivision Processing/Inspection Agreement."
32. Prior to the final review and/or approval of the improvement plans, the subdivider shall file a Notice of Intention (NOI) with the California Regional Water Quality Control Board and a Waste Discharge Identification Number (WDIN) must be obtained and provided to the Department of Public Works. If the subdivider has a WDIN, the number shall be noted on the improvement plans.

Stanislaus County Consolidated Fire

33. No development shall occur without approved fire department access and water for fire protection.
34. Dead-end roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus.

West Stanislaus Fire Protection District

35. All roads, water supplies, roof coverings are to meet County and State requirements.
36. Hydrant spacing to be such that no potential home or dwelling site is over 250 feet from a public fire hydrant unless specifically approved by this fire district.
37. The Fire District's benefit assessments and CEQA Development Fees are to be complied with.
38. Prior to any combustible construction, roads, water supplies, including fire hydrants shall be completed.
39. All commercial buildings over 120 square feet in size, shall be Automatic Fire Sprinklered to National Fire Protection Association #13.
40. At such time as traffic control lights are required in this development, the developer shall provide the Fire District with 3 vehicle traffic controllers.
41. Assessor parcel maps with addresses and lot numbers shall be provided for all parcels prior to issuance of any building permits.
42. Roof coverings shall be of a type preventing the spread of fire.
43. All dwellings shall have addresses clearly marked.

44. Project shall comply with current Diablo Grande requirements including "Prior to issuance of 301st dwelling building permit or occupancy of the proposed hotel/convention center, a permanent fire station will be completed.

California Department of Forestry

45. For TM 2004-04 The Vineyards II, on sheet 12 the street sections showing 35' private lanes (serving up to 12 lots) depicts traffic lanes "from 8'-11' widths" on the cutaway drawing. This must be changed to 9'-11' widths to comply with Title 14 section 1273.01 which requires a minimum of 9' traffic lanes.
46. In reviewing the drawings, the cul-de-sac turnarounds and Hammerhead T's appear to be insufficient. The minimum radius for a turnaround shall be 40' from the centerline of the road. If A Hammerhead T is used the top of the T shall be a minimum of 60' feet in length.

San Joaquin Valley Air Pollution Control District

47. Development of the project shall comply with all applicable provisions of District Rules 4901 and 4902 as amended on July 17, 2003 which regulate the sale, installation and transfer of both wood burning devices and natural gas-fired water heaters to limit the emissions of PM-10 and NOx in residential developments. Specifically, the amendments in Rule 4901 Section 5.3 relate to Limitations on Wood Burning Fireplaces or Wood Burning Heaters in New Residential Developments, and state:

Beginning January 1, 2004,

- 5.3.1 No person shall install a wood burning fireplace in a new residential development with a density greater than two (2) dwelling units per acre.
- 5.3.2 No person shall install more than two (2) EPA Phase II Certified wood burning heaters per acre in any new residential development with a density equal to or greater than three (3) dwelling units per acre.
- 5.3.3 No person shall install more than one (1) wood burning fireplace or wood burning heater per dwelling unit in any new residential development with a density equal to or less than two (2) dwelling units per acre.
48. All construction shall comply with District Regulation VIII (Fugitive Dust Regulations). This shall include amendments approved by the Air District's Governing Board effective on October 1, 2004. Please see the attached January 14, 2005 letter from The Air District for further details
49. To the greatest extent feasible, the subdivider shall comply with all recommendations to reduce the amount of ozone precursors as outlined on page 2 of the SJVAPCD letter dated January 14, 2005.

Development Services

50. Engineered plans shall be submitted for review to obtain building permits as required by Section 106.1 of the Uniform Building Code.

Stanislaus County Sheriff

51. 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.

Stanislaus County Parks & Recreation

52. As of the date this report was finished, the applicants and the Parks Department have not reach a final resolution. Further information will be presented at the Planning Commission hearing. See attached letters from the Parks Department dated January 4 and February 28, 2005

General Condition

53. Prior to occupancy of any dwelling unit constructed pursuant to these maps, Diablo Grande or Western Hills Water District shall provide proof to Stanislaus County Department of Planning and Community Development that the sewer line to Patterson is complete and functioning, and that all dwelling units within the Diablo Grande project area are connected to a functioning sewer system.

EXHIBIT "C"

Special Conditions: None.