

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

DEPT: Public Works *slm*

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE October 20, 2009

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval and Acceptance of the Subdivision Improvements for Vesting Tentative Parcel Map 1999-01,  
(Formerly Known as Naranjo Estates) Sterling Ranch Unit No. 5 (Denair Area)

STAFF RECOMMENDATIONS:

1. Accept the Sterling Ranch Unit No. 5 Subdivision improvements required by the Subdivision Improvement Agreement, executed by JKB Homes NORCAL, Inc., and the Stanislaus County Board of Supervisors, on June 14, 2005. The improvements have been constructed to the satisfaction of Stanislaus County and certified by the Department of Public Works.
2. Find that the said agreement was recorded on March 17, 2006, as Document No. 2006-0040497-00, and filed with the Stanislaus County Clerk Recorder's Office.

(Continued on Page 2)

FISCAL IMPACT:

The ongoing maintenance costs of the park and storm drainage system will be funded by County Service Area No. 19-Tuolumne-Gratton. The ongoing maintenance costs of the street lights will be funded by the Denair Highway Lighting District. The Denair Community Services District provides public water and sewer service. The maintenance of the public roads will be the fiscal responsibility of the Department of Public Works.

BOARD ACTION AS FOLLOWS:

No. 2009-706

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien  
and approved by the following vote,

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

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 and Acceptance of the Subdivision Improvements for Vesting Tentative Parcel Map 1999-01,  
(Formerly Known as Naranja Estates) Sterling Ranch Unit No. 5 (Denair Area)

3. Pursuant to section 66499.7(a) of the Subdivision Map Act, authorize the release of Bond No. 567372S from The Insko Dico Group in the amount of \$966,794 for faithful performance of the Subdivision Improvement Agreement.
4. Pursuant to section 66499.7(b) of the Subdivision Map Act, upon receipt of a Mechanic's Lien Guarantee, authorize the release of Labor and Materials Bond No. 567372S from The Insko Dico Group in the amount of \$483,397. The Mechanic's Lien Guarantee must be dated a minimum of 35 days after the filing of the appropriate Notice of Completion; be in the amount of \$483,397, be prepared by a title company, be to the benefit of Stanislaus County; and state that there are no liens of record. A one year Warranty Bond has been received October 16, 2009 from Insko Dico Group, Bond No. 567372S.

**DISCUSSION:**

The Sterling Ranch Subdivision Unit No. 5 is a 48-lot subdivision located northwest of the intersection of East Tuolumne Road and North Gratton Road in the town of Denair. Unit No. 5 is the fifth phase of this subdivision development. The subdivision is served with public water and sewer provided by the Denair Community Services District. The storm drain system includes a 3.1 acre dual use landscaped basin/park that was constructed as part of Sterling Ranch Unit No. 2 development. The final map was approved and filed pursuant to Resolution No. 2005-449 and approved by the Stanislaus County Board of Supervisors on June 14, 2005.

All improvements required by the Subdivision Improvement Agreement have been installed to Stanislaus County standards. Because the improvements have been constructed, it is reasonable for the Board to authorize the release of the Performance Bond at this time and the Labor and Materials Bond upon receipt of the Mechanic's Lien Guarantee.

All Department of Public Works inspection fees have been paid. The subdivider has provided Bond No. 567372S from The Insko Dico Group in the amount of \$966,794 to secure faithful performance, which can now be released with the Board's authorization. In addition, with the Board's authorization, the Department will release the Labor and Materials Bond of \$483,397 contingent upon receiving the Mechanic's Lien Guarantee.

County Service Area No. 19-Tuolumne-Gratton was formed to provide a funding mechanism to pay for the maintenance of the storm drain facilities and landscaped basin/park. The Denair Highway Lighting District provides the funding mechanism to pay for the ongoing operation and maintenance of the street lights. The Denair Community Services District provides public water and sewer. Fire Facility Fees are collected at building permit issuance and Public Facility Fees are paid at escrow closing of the sales by JKB Homes NORCAL, Inc.

There will be a one-year warranty period after acceptance of this subdivision prior to the Department of Public Works assuming maintenance responsibilities.

Approval and Acceptance of the Subdivision Improvements for Vesting Tentative Parcel Map 1999-01,  
(Formerly Known as Naranjo Estates) Sterling Ranch Unit No. 5 (Denair Area)

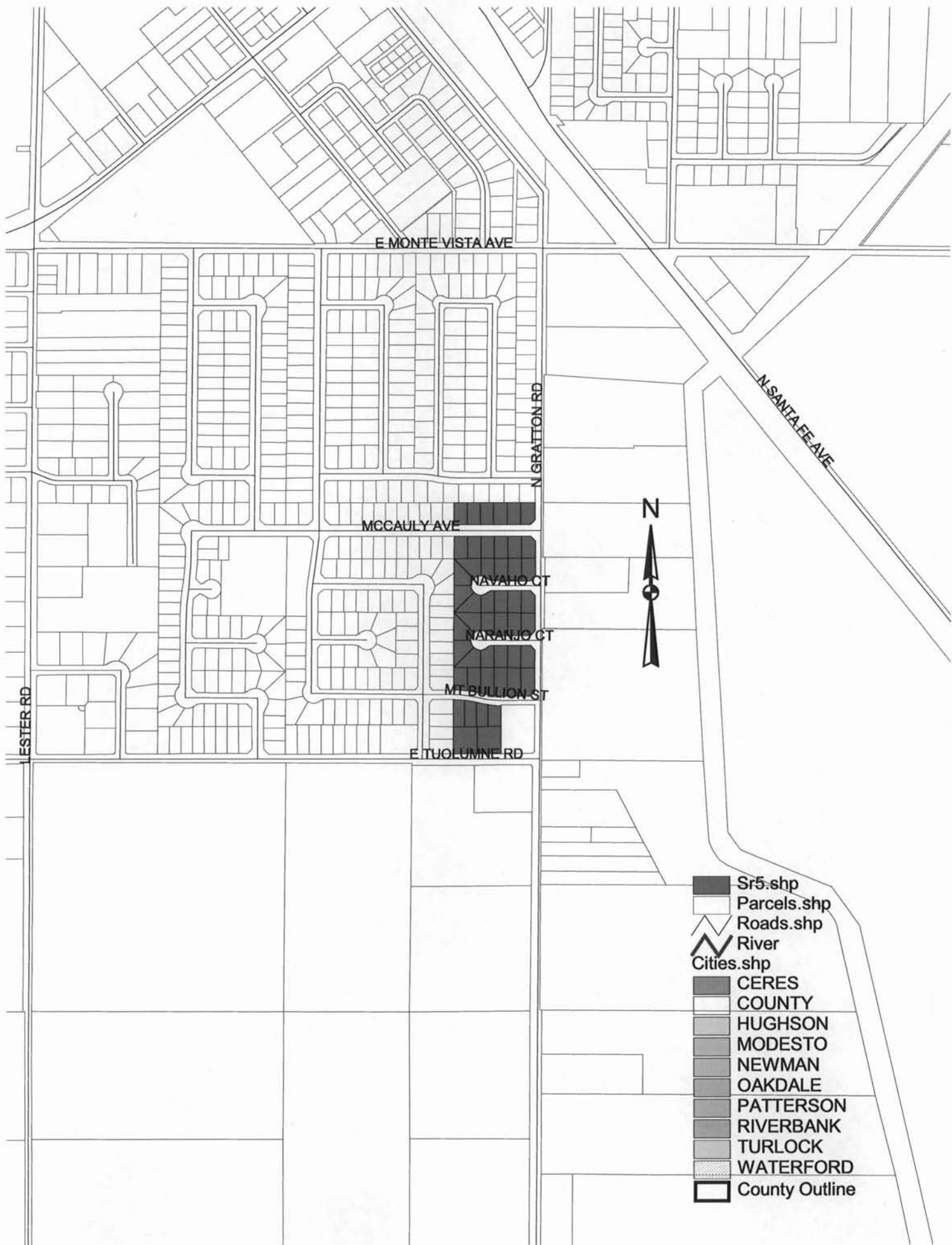
**POLICY ISSUES:**

The Board should consider if the recommended action is consistent with its 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:lc  
H:\SERVICES\2008 Board Items\Sterling Ranch 5\Sterling Ranch Unit No. 5 BOS Item-10.20.09



E MONTE VISTA AVE

N GRATTON RD

N SANTA FE AVE

MCCAULY AVE

NAVAHO CT

















NARANJO CT

MT BULLION ST

E TUOLUMNE RD

LESTER RD



-  Sr5.shp
-  Parcels.shp
-  Roads.shp
-  River
-  Cities.shp
-  CERES
-  COUNTY
-  HUGHSON
-  MODESTO
-  NEWMAN
-  OAKDALE
-  PATTERSON
-  RIVERBANK
-  TURLOCK
-  WATERFORD
-  County Outline

RECORDING REQUESTED BY  
AND RETURN TO:

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

Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2006-0040497-00**  
Friday, MAR 17, 2006 13:44:36  
Ttl Pd \$0.00 Nbr-0002039980  
OMC/R3/1-25

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**SUBDIVISION IMPROVEMENT AGREEMENT  
FOR STERLING RANCH UNIT NO. 5**

THIS SUBDIVISION IMPROVEMENT AGREEMENT, is entered into on June 14, 2005, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County," and JKB Homes NORCAL, Inc., 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. 99-01 (formerly known as Naranjo Estates), approved by the Stanislaus County Board of Supervisors on April 18, 2000, 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

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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 10<sup>th</sup> Street, Suite 3500  
Modesto, CA 95354

JKB Homes NORCAL, Inc.  
P.O. Box 2998  
Turlock, CA 95381-2998

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

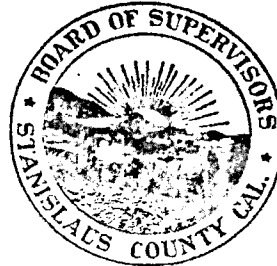
*Jeff Grover*  
JEFF GROVER, Chairman  
Board of Supervisors  
County of Stanislaus, State of California

SUBDIVIDER

*James K. Brenda*  
JKB Homes NORCAL, Inc.  
JAMES K. BRENDA  
Print Name

1-13-05  
Title

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



By *Suzi Seibert*  
Deputy Clerk  
*Suzi Seibert*

APPROVED AS TO FORM  
MICHAEL H. KRAUSNICK  
County Counsel

By *Edward R. Burroughs*  
EDWARD R. BURROUGHS  
Deputy County Counsel

APPROVED AS TO CONTENT  
Department of Public Works

*George Stillman*  
GEORGE STILLMAN, Director

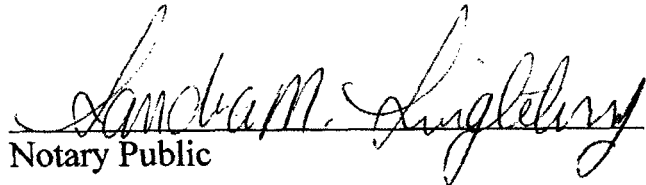
Note to Subdivider:

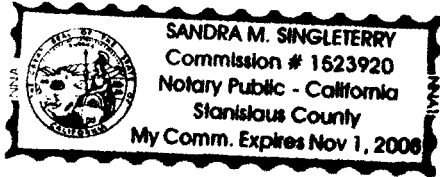
1. Execute acknowledgment form and sign this Agreement before a Notary Public; and
2. If a corporation, (a) attach a certified copy of the Bylaws or the Resolution of the Board of Directors authorizing execution of this contract and the bond required hereby; and (b) the corporate seal must be affixed 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.

State of California        )  
  ) ss.  
County of Stanislaus     )

On January 13, 2005, before me, SANDRA MARIE SINGLETERRY, Notary Public, personally appeared JAMES BRENDA, personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public



**EXHIBIT "A"**

Sterling Ranch Unit No. 5 as per Map thereof recorded March 17, 2006 in  
Book 43 of Maps, at Page 04, Stanislaus County Records.

FIRST ADDENDUM TO SUBDIVISION IMPROVEMENT AGREEMENT FOR  
STERLING RANCH UNIT NO. 5

THIS FIRST ADDENDUM TO THE SUBDIVISION IMPROVEMENT AGREEMENT ("Addendum") is entered into on June 14, 2005 by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County," and JKB Homes Norcal, Inc. hereinafter referred to as "Subdivider."

RECITALS

- A. Concurrently herewith Subdivider has executed that certain Subdivision Improvement Agreement for Sterling Ranch Unit No. 5 ("Agreement").
- B. County and Subdivider desire to amend the general liability insurance provisions particularly set forth in Section 10 of the Agreement.
- C. County and Subdivider desire to assure that the County is fully and satisfactorily protected by insurance for all activities related to the Subdivision, as described in the Agreement.


NOW, THEREFORE, in consideration of the recording of the final map, the parties hereto mutually covenant and agree as follows:

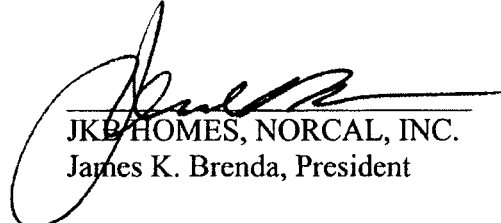
1. INCORPORATION OF RECITALS. The Recitals set forth above are incorporated into the body of this Agreement as if set forth in full. Further, any terms, conditions and obligations set forth in the Agreement, not amended or modified by this Amendment shall remain in full force and effect.

2. Notwithstanding the provisions of Section 10 (2)(b), County accepts as sufficient insurance coverage Subdivider's insurance coverage afforded by ProBuilders Specialty Insurance, as evidenced by the Certificate of Liability currently on file with the Stanislaus County Department of Public Works. This acceptance is conditioned upon Subdivider also providing endorsements from the insurers of all of Subdivider's contractors and subcontractors performing any work governed by the Agreement, which endorsements shall name the County of Stanislaus, its officers, agents and employees as additional insureds.

COUNTY OF STANISLAUS

SUBDIVIDER

  
\_\_\_\_\_  
JEFF GROVER,  
Chairman of the Board of Supervisors  
Of the County of Stanislaus,  
State of California

  
\_\_\_\_\_  
JKB HOMES, NORCAL, INC.  
James K. Brenda, President



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



By *Suzi Seibert*  
Deputy Clerk *Suzi Seibert*

APPROVED AS TO FORM  
MICHAEL H. KRAUSNICK  
County Counsel

By *Edward R. Burroughs*  
EDWARD R. BURROUGHS  
Deputy County Counsel

APPROVED AS TO CONTENT  
Department of Public Works

*Stillman*  
GEORGE STILLMAN, Director

# EXHIBIT "B"

## DEVELOPMENT STANDARDS/CONDITIONS OF APPROVAL

GENERAL PLAN AMENDMENT APPLICATION NO. 99-01, REZONE APPLICATION NO. 99-01,  
TENTATIVE SUBDIVISION MAP APPLICATION NOS. 99-01, 99-07, 99-08, 99-09  
PIMENTEL, RUNYAN NARANJO AND PEACOCK DEVELOPMENT

The Development Standards listed here shall apply to all properties within the area covered by this Planned Development. Specified conditions of approval for each tentative map are attached hereto as well.

### DEVELOPMENT STANDARDS

#### Department of Planning and Community Development

1. This use to be conducted as described in the amended application (Letter dated February 15, 2000) and supporting information (including the plot plan) as approved by the Planning Commission and/or Board of Supervisors and in accordance with other laws and ordinances. Uses within the project area shall comply with the R-1 (Single- Family Residential) zoning district regulations.
2. Applicant must obtain building permits for all proposed structures, equipment, and utilities. Plans shall be prepared by a California licensed engineer working within the scope of his/her license.
3. All development within the project area shall comply with all mitigation measures contained within the Denair Community Plan, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan except Mitigation No. 9.
4. A plan for any proposed signs indicating the location, height, area of the sign, and message must be approved by the Planning Director.
5. Prior to Board of Supervisors approval of any final subdivision map or issuance of any building permit, the project area shall be annexed to the Denair Community Services District.
6. Prior to Board of Supervisors approval of any final subdivision map or issuance of any building permit, applicant shall submit for County review and Board of Supervisors approval, a "Master Facilities Agreement" to address to relationships, expectations, and responsibilities of all landowners/developers and the County in implementing this Planned Development. The Agreement must, at a minimum, cover the water storm drainage system, water facilities, sewer facilities and park and details of size, location, design, phasing, cost (including reimbursement(s), land and easement acquisition, park design, components and related issues. A detailed Implementation Plan covering who will build and pay for what, and when components are needed shall be included.

7. Fences and landscaping adjacent to roadways shall be in compliance with the County's "Visibility and Obstructions at Public Intersections" ordinance. Fencing and/or walls within the project area shall be of a uniform design to be approved by Stanislaus County prior to construction.
8. County standard hydrants shall be installed within 300 feet of all buildings. Hydrants, fire flow, post indicator valves, and fire department connections shall be installed in accordance with NFPA 13 and the recommendations of the Stanislaus County Fire Safety. (UBC Section 302/c, UPC Section 70.4, UBC Section 1001)
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. Applicant shall be responsible for dust abatement during construction and development operations. A water truck or other watering device shall be on the project site on all working days when natural precipitation does not provide adequate moisture for complete dust control. Said watering device shall be used to spray water on the site at the end of each day and at all other intervals, as need dictates, to control dust. (CEQA, Section 15041)
11. 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)
12. 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 or issuance of the Certificate of Occupancy, at the discretion of the project developer.
13. A landscaping plan consistent with Section 21.102 of the Zoning Ordinance shall be submitted and approved prior to issuance of building permits.
14. Prior to the issuance of the Notice of Determination, the applicant shall pay, within two weeks of Planning Commission approval, a filing fee of \$50.00 to "Stanislaus County Clerk/Recorder" care of the Planning Department. Should the "De Minimis" finding be found invalid for any reason, the applicant/developer shall be responsible for payment of Department of Fish and Game Fees.

15. 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.
16. Should the "De Minimis" finding be found invalid for any reason, the applicant or owner or subsequent owners shall be responsible for payment of Department of Fish and Game fees.
17. Improvement plans shall include facilities for Class 2 Bike Lanes at locations as required by the Denair Community Plan.

**Sheriff's Department**

18. Prior to issuance of any building permits for dwellings, the owner/developer shall pay a \$339.00 per dwelling fee to the County Sheriff's Office to address increase Sheriff's responsibilities.

**Turlock Mosquito Abatement District**

19. Project shall comply with all applicable requirements listed in the February 1, 1999 letter from the Turlock Mosquito Abatement District.

**Turlock Irrigation District**

20. Project shall be developed consistent with all standards listed in the February 10, 1999 and October 4, 1999 letters from the Turlock Irrigation District.

**Department of Environmental Resources**

21. Project shall comply with all applicable conditions of the February 8, 1999 letter from Department of Environmental Resources.
22. Applicant must identify all wells on parcels and state their intended future use (e.g., domestic, irrigation, to be abandoned, etc.).
23. Existing on-site wells and/or septic tanks shall be destroyed under permit from Department of Environmental Resources and in accordance with all laws and policies (Stanislaus County and California State Model Well Standards).

## CONDITIONS OF APPROVAL

### Public Works

#### TM 99-01 - Naranjo Estates

24. 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 constructed in conformance with the standards contained in the 1998 edition of the Stanislaus County Improvement Standards. The street improvement plans shall include the design of the Tuolumne Road and Gratton Road frontages of APN: 024-36-31. However, the subdivider is not obligated to install these improvements. National Geodetic survey vertical (elevation) datum shall be used. If available, 1988 data shall be used.
25. The Gratton Road and Tuolumne Road frontages of the subdivision shall be improved to County standards. The improvements shall include, but not be limited to, street pavement (with reconstruction to centerline), concrete curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, road signs, and pavement markers.
26. All interior roads shall be improved to County standards. The improvements shall include, but not be limited to, street pavement, concrete curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, road signs, and pavement markers. Mt. Bullion Street must have a minimum centerline radius of 600 feet.
27. The subdivision drainage system shall conform with and be constructed to County standards. The drainage basin lot and all necessary easements shall be deeded to Stanislaus County prior to the final map being recorded.
28. Sufficient road right-of-way shall be dedicated to Stanislaus County to provide for:
  - a. 60-feet of right-of-way for McCauly Avenue;
  - b. 50 feet of right-of-way for Mt. Bullion Street;
  - c. 50-feet of right-of-way (including right-of-way for the cul-de-sacs) for Naranjo Court and Navaho Court; and,
  - d. The chord of a 25 foot radius at all intersections.
29. The grading plan shall show that the lowest finished floor elevation within the subdivision will be at least 12 inches above the high water elevation of a 100 year flood. In addition, the grading plans shall include erosion control measures that will prevent dirt from the lots from getting into the road right-of-way and the drainage system.
30. Street monuments and covers shall be installed to County standards.
31. 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.

32. 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 Turlock Irrigation District.
33. 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.
34. Prior to the final map being recorded the area being subdivided shall be annexed to the Denair Lighting District. If the area can not be annexed, a new lighting district shall be formed. The subdivider shall provide all necessary documents and pay all costs associated with the annexation/formation.
35. 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.
36. 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.
37. 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".
38. 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.
39. 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.
40. The shed and house crossing the common property line of Lots 35, 37 and 38 shall be removed prior to the final map being recorded.
41. All existing wells and septic systems shall be destroyed in conformance with County standards prior to Stanislaus County accepting the subdivision improvement for maintenance.
42. 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 \$7,500.00 deposit with Public Works.

**TM 99-07 - Tuolumne Meadows**

43. 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 constructed in conformance with the standards contained in the 1998 edition of the Stanislaus County Improvement Standards. National Geodetic survey vertical (elevation) datum shall be used. If available, 1988 data shall be used.
44. The Tuolumne Road frontage of the subdivision shall be improved to County standards. The improvements shall include, but not be limited to, street pavement (with reconstruction to centerline), concrete curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, road signs, and pavement markers.
45. All interior roads shall be improved to County standards. The improvements shall include, but not be limited to, street pavement, concrete curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, road signs, and pavement markers. Salluce Drive must have a minimum centerline radius of 600 feet.
46. The subdivision drainage system shall conform with and be constructed to County standards. The park/drainage basin lot and all necessary easements shall be deeded to Stanislaus County prior to the final map being recorded.
47. Sufficient road right-of-way shall be dedicated to Stanislaus County to provide for:
  - a. 30 feet of right-of-way north of the centerline to Tuolumne Road,
  - b. 60-feet of right-of-way for Briceburg Street, White Rock Avenue, McCauly Avenue, Salluce Drive, and Sandling Avenue;
  - c. 50-feet of right-of-way for Mt Bullion Street
  - d. 50-feet of right-of-way (including right-of-way for the cul-de-sacs) for Jerod Court, Joey Court, Pimentel Court and Marissa Court; and,
  - e. The chord of a 25 foot radius at all intersections.
48. The grading plan shall show that the lowest finished floor elevation within the subdivision will be at least 12 inches above the high water elevation of a 100 year flood. In addition, the grading plans shall include erosion control measures that will prevent dirt from the lots from getting into the road right-of-way and the drainage system.
49. Street monuments and covers shall be installed to County standards.
50. 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.
51. 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 Turlock Irrigation District.

52. 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.
53. Prior to the final map being recorded the area being subdivided shall be annexed to the Denair Lighting District. If the area can not be annexed, a new lighting district shall be formed. The subdivider shall provide all necessary documents and pay all costs associated with the annexation/formation.
54. 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.
55. 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.
56. 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".
57. 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.
58. 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.
59. The building crossing the common property line of Lots 107 and 108 shall be removed prior to the final map being recorded. The building in the proposed Pimentel Court right-of-way shall be removed prior to the final map being recorded.
60. Prior to County standards prior to Stanislaus County accepting the subdivision improvement for maintenance:
  - a. The house on Lot 9 shall be connected to public sewer and water systems; and,
  - b. All existing wells and septic systems shall be destroyed in conformance with County standards.
61. 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 \$7,500.00 deposit with Public Works.

**TM 99-08 - Runyan Country Estates**

62. 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 constructed in conformance with the standards



- contained in the 1998 edition of the Stanislaus County Improvement Standards. National Geodetic survey vertical (elevation) datum shall be used. If available, 1988 data shall be used.
63. The Tuolumne Road frontage of the subdivision shall be improved to County standards. The improvements shall include, but not be limited to, street pavement (with reconstruction to centerline), concrete curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, road signs, and pavement markers.
  64. All interior roads shall be improved to County standards. The improvements shall include, but not be limited to, street pavement, concrete curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, road signs, and pavement markers. Brandy Lynn Way shall be extended to the west boundary of the drainage basin lot.
  65. The subdivision drainage system shall conform with and be constructed to County standards. The drainage basin lot and all necessary easements shall be deeded to Stanislaus County prior to the final map being recorded.
  66. Sufficient road right-of-way shall be dedicated to Stanislaus County to provide for:
    - a. 50-feet of right-of-way for John Michael Court and Brandy Lynn Way;
    - b. 30 feet of right-of-way north of the centerline of Tuolumne Road; and,
    - c. The chord of a 25 foot radius at all intersections.
  67. The grading plan shall show that the lowest finished floor elevation within the subdivision will be at least 12 inches above the high water elevation of a 100 year flood. In addition, the grading plans shall include erosion control measures that will prevent dirt from the lots from getting into the road right-of-way and the drainage system.
  68. Street monuments and covers shall be installed to County standards.
  69. 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.
  70. 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 Turlock Irrigation District.
  71. 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.
  72. Prior to the final map being recorded the area being subdivided shall be annexed to the Denair Lighting District. If the area can not be annexed, a new lighting district shall be formed. The subdivider shall provide all necessary documents and pay all costs associated with the annexation/formation.

73. 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.
74. 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.
75. 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".
76. 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.
77. 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.
78. All existing wells and septic systems shall be destroyed in conformance with County standards prior to Stanislaus County accepting the subdivision improvement for maintenance.
79. 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 \$7,500.00 deposit with Public Works.

**TM 99-09 - Monte Vista Meadows**

80. 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 constructed in conformance with the standards contained in the 1998 edition of the Stanislaus County Improvement Standards. National Geodetic survey vertical (elevation) datum shall be used. If available, 1988 data shall be used.
81. The Monte Vista Avenue frontage of the subdivision shall be improved to County standards. The improvements shall include, but not be limited to, street pavement (with reconstruction to centerline), concrete curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, road signs, and pavement markers.
82. All interior roads shall be improved to County standards. The improvements shall include, but not be limited to, street pavement, concrete curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, road signs, and pavement markers.
83. The subdivision drainage system shall conform with and be constructed to County standards. The drainage basin lot and all necessary easements shall be deeded to Stanislaus County prior to the final map being recorded.

84. Sufficient road right-of-way shall be dedicated to Stanislaus County to provide for:
  - a. 60-feet of right-of-way for Sandling Avenue and Marazan Street;
  - b. 30 feet of right-of-way south of the centerline of Monte Vista Avenue; and,
  - c. The chord of a 25 foot radius at all intersections.
85. The grading plan shall show that the lowest finished floor elevation within the subdivision will be at least 12 inches above the high water elevation of a 100 year flood. In addition, the grading plans shall include erosion control measures that will prevent dirt from the lots from getting into the road right-of-way and the drainage system.
86. Street monuments and covers shall be installed to County standards.
87. 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.
88. 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 Turlock Irrigation District.
89. 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.
90. Prior to the final map being recorded the area being subdivided shall be annexed to the Denair Lighting District. If the area can not be annexed, a new lighting district shall be formed. The subdivider shall provide all necessary documents and pay all costs associated with the annexation/formation.
91. 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.
92. 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.
93. 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".
94. 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.
95. 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.

REZ 99-01, TM 99-01, 99-07, 99-08 99-09  
Development Standards/Conditions of Approval  
November 18, 1999  
Page 11

96. All existing wells and septic systems shall be destroyed in conformance with County standards prior to Stanislaus County accepting the subdivision improvement for maintenance.
97. 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 \$7,500.00 deposit with Public Works.

BK:sl  
I:\Staffrpt\Gpa-99\gpa99-01.cond

**EXHIBIT "C"**

Special Conditions: None.



RECORDING REQUESTED BY  
JKB HOMES NORCAL, INC,  
P.O. BOX 2998  
TURLOCK, CA 95381-2998



Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
DOC- 2009-0043519-00

Acct 402-Counter Customers  
Monday, MAY 04, 2009 11:49:04  
Ttl Pd \$14.00 Nbr-0002717028  
BOT/R2/1-3

AND WHEN RECORDED MAIL TO

NAME JKB HOMES NORCAL, INC,  
ADDRESS P.O. BOX 2998  
CITY & STATE TURLOCK, CA 95381-2998

SPACE ABOVE THIS LINE  
FOR RECORDER'S USE

### NOTICE OF COMPLETION

#### NOTICE IS HEREBY GIVEN THAT:

- I. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
- II. The full name of the undersigned is JKB HOMES NORCAL, INC.
- III. The complete address of the undersigned is P.O. BOX 2998, TURLOCK, CA 95381
- IV. The nature of the title of the undersigned is:  
 Owner in Fee, or  Vendee under Contract of Purchase, or  
 Lessee, or  Other  
If "Other," briefly list or describe appropriate designation or title \_\_\_\_\_
- V. The full names and complete addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  
Co-owner's Name(s) Co-owner's Complete Address (Street, City, State, Zip)  
\_\_\_\_\_  
\_\_\_\_\_
- VI. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to, include, but are not limited to the following individual(s):  
Co-owner's Name(s) Co-owner's Complete Address (Street, City, State, Zip)  
JAMES K. BRENDA 10563 GOLF LINK RD. TURLOCK, CA 95380  
ROBERT MARTELLI 8524 HAMLO RD. HUGHSON CA 95326  
\_\_\_\_\_  
\_\_\_\_\_
- VII. A work of improvement on the property described below was completed on JULY 24  
~~19~~ 2007
- VIII. The name of the original contractor, if any, for the work of improvement was JKB HOMES NORCAL, INC.  
The kind of work done or finished was ALL SUBDIVISION IMPROVEMENTS  
\_\_\_\_\_  
\_\_\_\_\_
- IX. The property on which the work of improvement was completed is in the City of DENAIR  
County of STANISLAUS, State of CALIFORNIA, and is described as follows:  
COMPLETION OF IMPROVEMENTS AT STERLING RANCH PHASE 5  
\_\_\_\_\_

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either expressed or implied, as to the merchantability or fitness for a particular purpose, or as to the legal validity of any provision or the suitability of these forms in any specific transaction.

County's Form No. 34809 • (Ord. No. 774) • NOTICE OF COMPLETION (Civil Code Section 3093) • (Revised 09/92; Printed 02/97)



3  
of

X. The street address of the said property is TUOLUMNE & GRATTON ROAD, DENAIR, CA

Dated this 30 day of April, 2009.

Robert Martelli  
(Owner's Signature)

Robert Martelli  
(Owner's Typed or Printed Name)  
VICE PRESIDENT

**VERIFICATION  
(448, 2015.5 C.C.P.)**

I the undersigned, say:

I am the person who signed the foregoing notice. I have read and understand the above notice and know its contents, and the facts stated therein are true and correct to the best of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in City of TURLOCK, County of STANISLAUS, State of  
CALIFORNIA on this 30 day of April, 2009.

Robert Martelli  
(Signature)

ROBERT MARTELLI  
VICE PRESIDENT

This form is the notice of completion that a property owner may record to limit the time in which mechanics' liens may be recorded against a construction project (refer to Civ. Code Sect., 3093). For this purpose an "owner" is the person who causes a building, improvement, or structure to be completed, modified, or fixed, whether the interest or estate is in fee, as a vendee under contract of purchase, as lessee, or other interest or estate less than fee. If the interest is held by two or more persons as joint tenants or tenants in common, any one or more of the co-tenants may be deemed to be the owner. (Civ. Code Sects. 3092(g), 3093). **This form is for use with a private work of improvement only, and is not intended for public sector applications.**

If the owner records the notice within the applicable time period, the original contractor has sixty (60) days from the day the notice is recorded to record a claim of lien against the project (Civ. Code Sect. 3115(b)); and all other persons

who furnished labor, services, equipment, or materials must record their liens within thirty (30) days after the notice of completion is recorded (Civ. Code Sect. 31). Otherwise, all persons who furnished labor, services, equipment, or materials have ninety (90) days after completion of the work of improvement in which to record their liens (Civ. Code Sects. 3115, 3116).

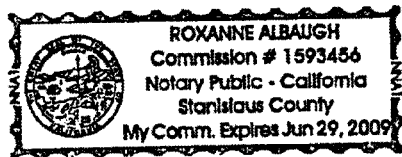
The owner must record the notice in the office of the county recorder of the county where the site is located within ten (10) days after the work of improvement is completed (Civ. Code Sect. 3093). This applies equally to the project which is completed in phases. A notice of completion must be filed within ten (10) days after the completion of each phase of the project to shield owner properly (Civ. Code Sect. 3117).


State of California        )  
  ) ss.  
County of Stanislaus     )

On April 30, 2009, before me, **Roxanne Albaugh**, Notary Public, personally appeared **ROBERT MARTELLI**, who proved to me on the bases of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
Notary Public