

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

DEPT: Public Works *adad*

BOARD AGENDA # C-1

Urgent Routine

AGENDA DATE August 21, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Subdivision Improvement Agreement with the Bank of Stockton for the Del Rio Lago Subdivision and Cancel the Public Hearing to Revert to Acreage

STAFF RECOMMENDATIONS:

1. Approve the Subdivision Improvement Agreement and authorize the Chairman of the Board to sign the Subdivision Improvement Agreement with the Bank of Stockton for the Del Rio Lago Subdivision.
2. Cancel the public hearing to adopt a resolution approving the reversion to acreage of the Del Rio Lago Subdivision Final Map.

FISCAL IMPACT:

The cost of the subdivision infrastructure will be covered by the Letters of Credit provided by the owner of the project. Staff time will be reimbursed by the applicant for all work done on this project.

BOARD ACTION AS FOLLOWS:

No. 2012-428

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION: Approved Staff Recommendations Nos. 1 and 2; and, **amended** the item to add the finding that the zoning of the property is Planned Development (PD 293 per Stanislaus County Ordinance C.S. 907) and the property is subject to the development standards approved by the Board on 12/14/2004, which authorized the construction of 47 units of single family residences

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Subdivision Improvement Agreement with the Bank of Stockton for the Del Rio Lago Subdivision and Cancel the Public Hearing to Revert to Acreage

DISCUSSION:

The Del Rio Lago Subdivision is a 47-lot subdivision located on Carver Road in the Del Rio area, north of Modesto. On April 22, 2008, the Board of Supervisors approved the Subdivision Improvement Agreement and the filing and recording of the final map for the Del Rio Lago Subdivision. The subdivider, Paramount, LLC, entered into a Subdivision Improvement Agreement with the County prior to recording the final map agreeing to complete the subdivision improvements within two years. Paramount, LLC, provided the County with performance bonds through Western Insurance Company in the total amount of \$7,733,350 as security for the construction of all the subdivision improvements.

In accordance with the Subdivision Improvement Agreement and because good cause existed as a result of the downturn in the economy, on March 31, 2010, Stanislaus County Public Works extended the term of the Subdivision Improvement Agreement to April 22, 2012. Subsequently, the Bank of Stockton foreclosed on the property and acquired title to the Del Rio Lago subdivision on February 4, 2011. While the County considers the Bank to be bound by the Subdivision Improvement Agreement as the owner of the property, the Bank never formally sought the consent of the County to assume the obligations under it. On September 13, 2011, a bankruptcy court in Utah, issued an order declaring the liquidation of the bonding company, Western Insurance Company. Therefore, if subdivision improvements were to begin, no bond funds would be available to guarantee their completion.

In March 19, 2012, the Department of Public Works informed the Bank of Stockton that the Subdivision Improvement Agreement would expire as of April 22, 2012, and that a further extension would be conditioned upon entering a new subdivision improvement agreement and providing new improvement security and insurance. Neither the Bank, nor any other prospective developer/investor, had stepped forward to commit to performing the subdivision improvements at that time.

A Public Hearing was set on June 26, 2012 to discuss the Reversion to Acreage. At that time the Bank of Stockton requested a thirty (30) day continuance to pursue submitting a new Subdivision Improvement Agreement and Financial Securities required by County Code 20.056.030. An additional thirty (30) day continuance was granted during the July 24, 2012 Public Hearing in order for the Bank of Stockton to prepare the Subdivision Improvement Agreement and Letters of Credit.

The Bank of Stockton, the subdivider, is seeking 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 and with all of the provisions of the Stanislaus County Code. The Bank of Stockton has provided Letters of Credit No. 1221091 (\$585,200.00) for site work, No. 1221089 (\$3,921,546.64) for subdivision improvements and No. 1221087 (\$1,956,002.40) for the water system, sewer system and storm drainage. The Letters of Credit are issued by the Bank of Stockton.

Approval of the Subdivision Improvement Agreement with the Bank of Stockton for the Del Rio Lago Subdivision and Cancel the Public Hearing to Revert to Acreage

The Labor and Materials Letters of Credit No. 1221090 (\$292,600.00, site work), No. 1221086 (\$1,960,773.32 subdivision improvements) and No. 1221088 (\$978,001.20 water, sewer and storm drainage) 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 Del Rio Lago Community Association. The Subdivision Improvement Agreement and proof of the financial guarantees have been filed with the Clerk of the Board of Supervisors.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community and A Well Planned Infrastructure System by insuring that the subdivision improvements are installed in a safe and orderly manner.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

MM:lc

H:\MATT MACHADO\BOS\Board Agenda Items\Del Rio Lago Reversion\SIA With Bank Of Stockton_BOS 8.21.12

:

RECORDING REQUESTED BY
AND RETURN TO:

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

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR DEL RIO LAGO SUBDIVISION**

THIS SUBDIVISION IMPROVEMENT AGREEMENT, is entered into on August 15, 2012, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County," and Bank of Stockton, a California Corporation, by, hereinafter referred to as "Subdivider."

RECITALS

A. Subdivider is the owner of, and intends to subdivide or sell to another subdivider that certain tract of land situated in the County of Stanislaus, California, generally known and described as Vesting Tentative Map No. 2003-02 (known as Del Rio Lago), approved by the Stanislaus County Board of Supervisors on December 14, 2004, more particularly described on Exhibit "A" attached hereto ("Subdivision.")

B. Subdivider or any successor 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(s) 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. Subdivider has filed with the County cash, a letter of 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 in whole or in part in the manner set forth in Government Code §66499.7, 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 five (5) 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. The County may exercise its rights to the Improvement Security, including without limitation completing the Improvements and recovering all Subdivision Costs and Fees associated with completion of the Improvements, under the following circumstances:

(a) Subdivider fails to complete construction of the Improvements within eighteen months after construction of Improvements is initiated; or

(b) Subdivider sells any of the Subdivision lots and, within one-year of the date of sale, either (i) Subdivider fails to initiate construction of Improvements, or (ii) Subdivider fails to substitute this Agreement with a new subdivision improvement

agreement and improvement security with a different subdivider in accordance with applicable statutes.

4.4. If, within the five (5) year period or extended time period, the Subdivider fails to initiate construction of the Improvements, or otherwise abandons the project, the County or Subdivider may initiate proceedings for reversion to acreage pursuant to Government Code, section 66499.11, *et seq.* Subject to Government Code Section 66499.19, the Improvement Security shall be released when the reversion is effective.

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 Board Accepts the Improvements or accepts the work. 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:

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

10.2.2. Insurance shall be placed with California admitted insurers with a Best's rating of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurances.

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

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

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

10.2.6. 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:

10.3.1. 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.

10.3.2. 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.

10.3.3. 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.

10.3.4. 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 or upon reversion to acreage in accordance with Government Code §66499.19 or as provided for in section 3.5 above.

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 become effective on the date of its approval by the Board of Supervisors.

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:

To County:

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

To Subdivider:

Bank of Stockton
Attn: Mr. W. Henry Claussen
P.O. Box 1110
Stockton, CA 95201

With a copy to:

George A. Petrulakis, Esq.
P.O. Box 92
Modesto, CA 95353-0092

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.

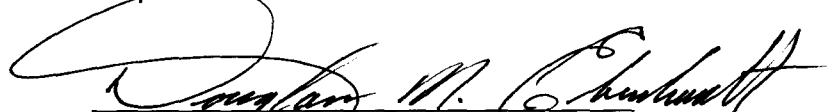
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

COUNTY OF STANISLAUS



WILLIAM O'BRIEN
Chairman of the Board of Supervisors
County of Stanislaus, State of California

SUBDIVIDER
BANK OF STOCKTON, a California
corporation



By: Douglass M. Eberhardt
Its: President and C.E.O.

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

By Elizabeth King
Deputy Clerk

APPROVED AS TO FORM
Jack Doering
County Counsel

By Thomas E. 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.

EXHIBIT "A"

Del Rio Lago as per Map thereof recorded May 15, 2008 in
Book 43 of Maps, at Page 85, Stanislaus County Records.

43 M 85

OWNERS STATEMENT :

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS OR HAVE SOME RIGHT, TITLE OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE THE VARIABLE WIDTH RIGHT-OF-WAY EASEMENT ALONG CANYON ROAD, THE 25 FOOT EMERGENCY VEHICLE ACCESS EASEMENT, THE PUBLIC UTILITY EASEMENTS AND OTHER PUBLIC PLACES AND DEDICATIONS, ALL AS SHOWN WITHIN THE EXTERIOR BOUNDARY OF THE LAND BEING DIVIDED.

OWNER: DEL RIO LAGO BY PAMMONT, LLC, A LIMITED LIABILITY COMPANY
BY PAMMONT HOMES, INC. - MANAGER

DATED THIS 13th DAY OF December 2006.

BY: John C. Williams
John C. Williams, President
PRINT NAME AND TITLE

TRUSTEE: STOCKTON AUXILIARY CORPORATION, A CALIFORNIA CORPORATION

DATED THIS 8th DAY OF December, 2006.

BY: Henry Claussen
Henry Claussen, Vice President
PRINT NAME AND TITLE

TRUSTEE: FIDELITY NATIONAL TITLE COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION

DATED THIS 13th DAY OF Dec., 2006.

BY: Kathleen Palombi
Kathleen Palombi, A.V.P.
PRINT NAME AND TITLE

NOTARY'S ACKNOWLEDGMENT:

STATE OF CALIFORNIA }
COUNTY OF Stanislaus } s.s.
ON Dec 13 2006, BEFORE ME, K. Palombi
PERSONALLY APPEARED John C. Williams
PERSONALLY KNOWN TO ME (OR PROVIDED 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 CAPACITIES, 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: K. Palombi PRINTED NAME: K. Palombi
PRINCIPAL COUNTY OF BUSINESS: Stanislaus MY COMMISSION EXPIRES: March 17, 2009

NOTARY'S ACKNOWLEDGMENT:

STATE OF CALIFORNIA }
COUNTY OF San Joaquin } s.s.
ON December 8 2006, BEFORE ME, Patricia Pimentel, Notary Public
PERSONALLY APPEARED Henry Claussen
PERSONALLY KNOWN TO ME (OR PROVIDED 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 CAPACITIES, 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: Patricia Pimentel PRINTED NAME: Patricia Pimentel
PRINCIPAL COUNTY OF BUSINESS: San Joaquin MY COMMISSION EXPIRES: June 27, 2010

NOTARY'S ACKNOWLEDGMENT:

STATE OF CALIFORNIA }
COUNTY OF Stanislaus } s.s.
ON 12-13-06, BEFORE ME, Gina Murney, Notary Public
PERSONALLY APPEARED K. Palombi
PERSONALLY KNOWN TO ME (OR PROVIDED 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 CAPACITIES, 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: Gina Murney PRINTED NAME: Gina Murney
PRINCIPAL COUNTY OF BUSINESS: Stanislaus MY COMMISSION EXPIRES: 7-1-08

DEL RIO LAGO

BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19 TOGETHER WITH A PORTION OF THE NORTH HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT Diablo BASE AND MERIDIAN, STANISLAUS COUNTY, CALIFORNIA
AUGUST 2006

NORTHSTAR ENGINEERING GROUP, INC.

909 14th Street, Modesto, CA 95354
(209) 524-3525

BOARD OF SUPERVISORS STATEMENT :

THIS IS TO STATE THAT THIS MAP IS DULY ACKNOWLEDGED, STATED AS REQUIRED BY LAW, HAVING BEEN PRESENTED TO THE BOARD OF SUPERVISORS, STANISLAUS COUNTY, STATE OF CALIFORNIA, WHICH BOARD IS THE GOVERNING BODY HAVING CONTROL OF THE ROADS, HIGHWAYS, STREETS, AVENUES, ALLEYS, WAYS, EASEMENTS, PLACES, ETC., IN THE TERRITORY SHOWN ON THIS MAP, AND IT IS ORDERED THAT THE VARIABLE WIDTH RIGHT OF WAY EASEMENT ALONG CANYON ROAD, AND LOT "B" AND LOT "C" FOR ACCESS AND PUBLIC UTILITIES, OTHER PUBLIC PLACES FOR AND DEDICATIONS AS SHOWN WITHIN THE EXTERIOR BOUNDARY OF THE LAND BEING SUBDIVIDED NOT BE ACCEPTED AT THIS TIME, BUT RESERVING THE RIGHT TO ACCEPT AT A FUTURE TIME ON BEHALF OF THE PUBLIC, AND PURSUANT TO SECTION 86434(G) OF THE SUBDIVISION MAP ACT, OTHERWISE THIS MAP IS APPROVED.

DATED THIS 22nd DAY OF April, 2008

BY: Thomas W. Mayfield
Thomas W. Mayfield
PRINT NAME



CHRISTINE FERRARI TALLMAN, CLERK OF THE BOARD OF SUPERVISORS
BY: Susan E. Seibert
Susan E. Seibert
DEPUTY
(PRINT NAME)

COUNTY ROAD COMMISSIONER'S STATEMENT :

I HEREBY STATE THAT THIS MAP COMPLIES WITH TITLE 20 OF THE STANISLAUS COUNTY SUBDIVISION CODE.

DATED THIS 9th DAY OF April, 2008

BY: Matt Machado
Matt Machado
PRINT NAME

TAX COLLECTOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THERE ARE NO LIENS FOR ANY UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE AGAINST THE LAND SHOWN ON THIS MAP.

ASSESSOR'S PARCEL NO. 004-059-061, 004-075-044

DATED THIS 14th DAY OF December, 2006.

GORDON B. FORD, COUNTY TAX COLLECTOR
BY: Becky DeLeon
Becky DeLeon
DEPUTY
(PRINT NAME)

OMITTED SIGNATURES:

PURSUANT TO SECTION 86438 OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING INTEREST HOLDERS HAVE BEEN OMITTED:

- EASEMENT FOR TRANSMISSION AND DISTRIBUTION OF ELECTRICITY GRANTED TO MODESTO IRRIGATION DISTRICT AS DESCRIBED IN THE DEED FILED FOR RECORD ON NOVEMBER 17, 1838 AS INSTRUMENT NO. 13087 OF OFFICIAL RECORDS, STANISLAUS COUNTY RECORDS.
- EASEMENT FOR DITCH PURPOSES GRANTED TO MAE M. SMITH AS DESCRIBED IN THE DEED FILED FOR RECORD ON SEPTEMBER 14, 1944 AS INSTRUMENT NO. 13064 OF OFFICIAL RECORDS, STANISLAUS COUNTY RECORDS.
- EASEMENT FOR ROAD PURPOSES GRANTED TO JOHN A. MOFFETT, ET AL AS DESCRIBED IN DEED RECORDED ON FEBRUARY 27, 1948 AS INSTRUMENT NO. 4478, BOOK 824, PAGE 192 OF OFFICIAL RECORDS, STANISLAUS COUNTY RECORDS.
- EASEMENT FOR ROAD PURPOSES GRANTED TO PHILIP A. RENSTROM AND DOROTHY M. RENSTROM, AND CLARENCE H. SOLES AND GERTRUDE SOLES, AND ROBERT R. SUTTON AND MARIE L. SUTTON AS DESCRIBED IN DEED RECORDED ON OCTOBER 11, 1972 AS INSTRUMENT NO. 15167 OF OFFICIAL RECORDS, STANISLAUS COUNTY RECORDS.
- EASEMENT FOR ROAD PURPOSES GRANTED TO THE COUNTY OF STANISLAUS AS DESCRIBED IN DEED RECORDED ON NOVEMBER 18, 1988 AS INSTRUMENT NO. 108873 OF OFFICIAL RECORDS, STANISLAUS COUNTY RECORDS.

SURVEYOR'S STATEMENT :

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN WILLIAMS ON DECEMBER 01, 2006. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 30, 2008 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 7th DAY OF December, 2006

Michael K. Jones
PRINT NAME



MICHAEL K. JONES, L.S. 8805
LICENSE EXPIRATION DATE: SEPTEMBER 30, 2008

COUNTY SURVEYOR'S STATEMENT :

THIS IS TO STATE THAT I HAVE EXAMINED THE ACCOMPANYING FINAL MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED AND ANY APPROVED ALTERATIONS THEREON. I FURTHER STATE THAT THIS MAP COMPLIES WITH ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 20 OF THE STANISLAUS COUNTY SUBDIVISION CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP AND THAT THE MAP IS TECHNICALLY CORRECT.

DATED THIS 10th DAY OF April, 2008

BY: William B. Jones
William B. Jones
PRINT NAME



REGISTRATION EXPIRATION DATE: 12/31/08

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT:

THIS IS TO STATE THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISORS:

- CHECK ONE
- A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE AT THE TIME OF FILING THIS MAP, A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.
- RECEIPTED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS 14th DAY OF December, 2006

CHRISTINE FERRARI TALLMAN, CLERK OF THE BOARD OF SUPERVISORS

BY: Elizabeth King
Elizabeth King, Deputy
DEPUTY
(PRINT NAME)



PLANNING COMMISSION STATEMENT :

THIS IS TO STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AND ACTION TAKEN THEREON BY THE STANISLAUS COUNTY PLANNING COMMISSION AT A REGULAR MEETING HELD ON THE BOARD OF SUPERVISORS

14th DAY OF December, 2006

DATED THIS 11th DAY OF February, 2008

BY: Ron E. Freitas
Ron E. Freitas
DEPUTY
(PRINT NAME)

COUNTY RECORDER'S STATEMENT :

FILED THIS 15th DAY OF May, 2008 AT 10:44:58 AM IN BOOK 43 OF MAPS, AT PAGE 85.

STANISLAUS COUNTY RECORDS AT THE REQUEST OF J.C. WILLIAMS COMPANY, A CALIFORNIA CORPORATION.

FEES: \$ 29.00

INST. NO. 08-0052398

BY: Courtney DeTouski
Courtney DeTouski
DEPUTY RECORDER
(PRINT NAME)

LEE LUNDGREN
COUNTY RECORDER

STANISLAUS COUNTY FILE : 2003-02

SHEET 1 OF 8

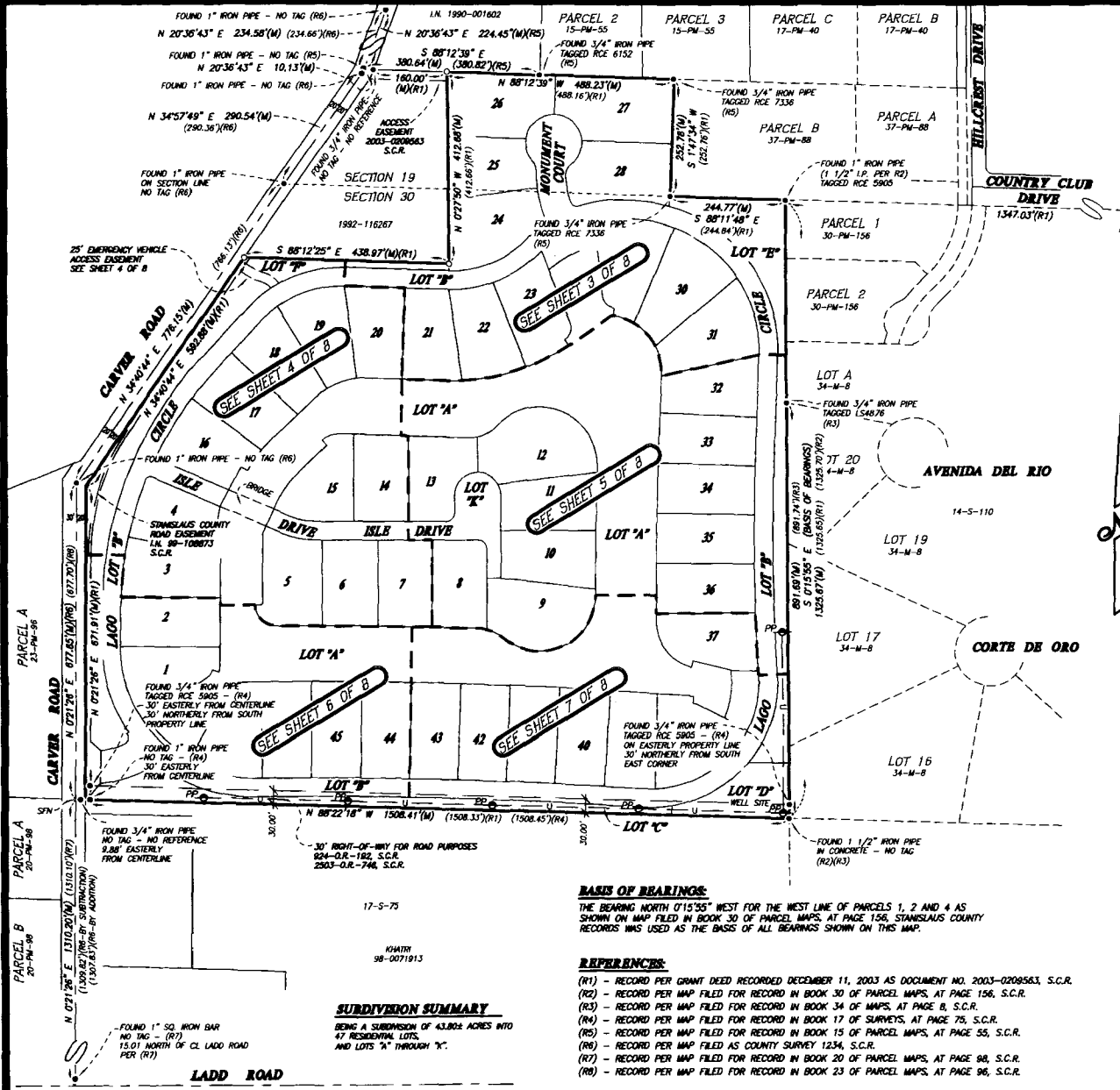
43 M 85

43 M 85

DEL RIO LAGO

BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19 TOGETHER WITH A PORTION OF THE NORTH HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT Diablo BASE AND MERIDIAN, STANISLAUS COUNTY, CALIFORNIA

NORTHSTAR ENGINEERING GROUP, INC.
 909 14th Street, Modesto, CA 95354
 (209) 524-3525



LEGEND:

- FOUND MONUMENT IN MONUMENT WELL AS NOTED.
- FOUND MONUMENT AS NOTED.
- SET 3/4" x 24" IRON PIPE TAGGED L.S. 6805
- SET 20.00 FOOT WITNESS CORNER (3/4" x 24" IRON PIPE TAGGED L.S. 6805), MEASURED ALONG THE LOT LINE, FROM ACTUAL LOT CORNER, UNLESS NOTED OTHERWISE.
- LIMITS OF THIS SURVEY
- SET 3/4" x 24" IRON PIPE TAGGED L.S. 6805 AT ALL LOT CORNERS UNLESS NOTED OTHERWISE.
- Ⓜ CURVE SYMBOL
- Ⓜ INDICATES RESTRICTED ACCESS
- LN INSTRUMENT NUMBER
- IP IRON PIPE
- L.M.E LAKE MAINTENANCE EASEMENT
- M.A.P. MAPS AND PLATS
- O.R. OFFICIAL RECORDS
- P.M. PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
- R.S. RECORD OF SURVEY
- S.C.R. STANISLAUS COUNTY RECORDS
- SFN SEARCHED, FOUND NOTHING
- * CALCULATED USING REFERENCE NOTED
- W.C. INDICATES A SET WITNESS CORNER, MEASURED ALONG THE LOT LINE OR NOTED BEARING, FROM ACTUAL LOT CORNER THE DISTANCE NOTED.
- (M) INDICATES A MEASURED DISTANCE, ALL DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.
- PP POWER POLE LOCATION (OVERHEAD UTILITY SERVICES)
- OVERHEAD UTILITIES

NOTES:

1. ALL REFERENCES ARE TO STANISLAUS COUNTY RECORDS.
2. ALL PIPE SIZES NOTED ARE INSIDE DIAMETER.
3. ALL LOT DIMENSIONS SHOWN ALONG LOT LINES THAT CONTAIN A WITNESS CORNER ARE FROM LOT CORNER TO LOT CORNER.
4. LOT 24 IS FOR PRIVATE STORM DRAIN PURPOSES AND SHALL BE MAINTAINED BY A MANDATORY HOMEOWNERS' ASSOCIATION.
5. LOT 28 AND LOT 29 SHALL BE MAINTAINED BY A MANDATORY HOMEOWNERS' ASSOCIATION. ALL ROADS WITHIN THE GATED COMMUNITY ARE PRIVATE, NON-COUNTY MAINTAINED ROADS.
6. LOT 28 AND LOT 29 ARE COVERED ENTIRELY BY A PUBLIC UTILITY EASEMENT.
7. APPROVED ACCESS EASEMENTS FROM CARVER ROAD TO ALL LOTS WITHIN THE SUBDIVISION SHALL BE CREATED BY SEPARATE DOCUMENT.
8. LOT 20, LOT 21 AND LOTS 22 THROUGH 27 ARE FOR LANDSCAPE PURPOSES AND SHALL BE OWNED AND MAINTAINED ENTIRELY BY A MANDATORY HOMEOWNERS' ASSOCIATION.
9. LOT 24 IS FOR PRIVATE SEWAGE TREATMENT AND SHALL BE OWNED AND MAINTAINED BY A MANDATORY HOMEOWNERS' ASSOCIATION.
10. LOTS 1 THROUGH 47 SHALL BE OWNED AND MAINTAINED BY PRIVATE INDIVIDUALS.

RIGHT TO FARM 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 COUPONS 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)

BASES OF BEARINGS:
 THE BEARING NORTH 01°55' WEST FOR THE WEST LINE OF PARCELS 1, 2 AND 4 AS SHOWN ON MAP FILED IN BOOK 30 OF PARCEL MAPS, AT PAGE 156, STANISLAUS COUNTY RECORDS WAS USED AS THE BASIS OF ALL BEARINGS SHOWN ON THIS MAP.

- REFERENCES:**
- (R1) - RECORD PER GRANT DEED RECORDED DECEMBER 11, 2003 AS DOCUMENT NO. 2003-0208563, S.C.R.
 - (R2) - RECORD PER MAP FILED FOR RECORD IN BOOK 30 OF PARCEL MAPS, AT PAGE 156, S.C.R.
 - (R3) - RECORD PER MAP FILED FOR RECORD IN BOOK 34 OF MAPS, AT PAGE 8, S.C.R.
 - (R4) - RECORD PER MAP FILED FOR RECORD IN BOOK 17 OF SURVEYS, AT PAGE 76, S.C.R.
 - (R5) - RECORD PER MAP FILED FOR RECORD IN BOOK 15 OF PARCEL MAPS, AT PAGE 55, S.C.R.
 - (R6) - RECORD PER MAP FILED AS COUNTY SURVEY 1234, S.C.R.
 - (R7) - RECORD PER MAP FILED FOR RECORD IN BOOK 20 OF PARCEL MAPS, AT PAGE 98, S.C.R.
 - (R8) - RECORD PER MAP FILED FOR RECORD IN BOOK 23 OF PARCEL MAPS, AT PAGE 96, S.C.R.

SUBDIVISION SUMMARY
 BEING A SUBDIVISION OF 43.802 ACRES INTO 47 RESIDENTIAL LOTS, AND LOTS "A" THROUGH "K".



43 M 85

43 M 85

DEL RIO LAGO

BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19 TOGETHER WITH A PORTION OF THE NORTH HALF OF SECTION 30 TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT Diablo BASE AND MERIDIAN, STANISLAUS COUNTY, CALIFORNIA

NORTHSTAR ENGINEERING GROUP, INC.

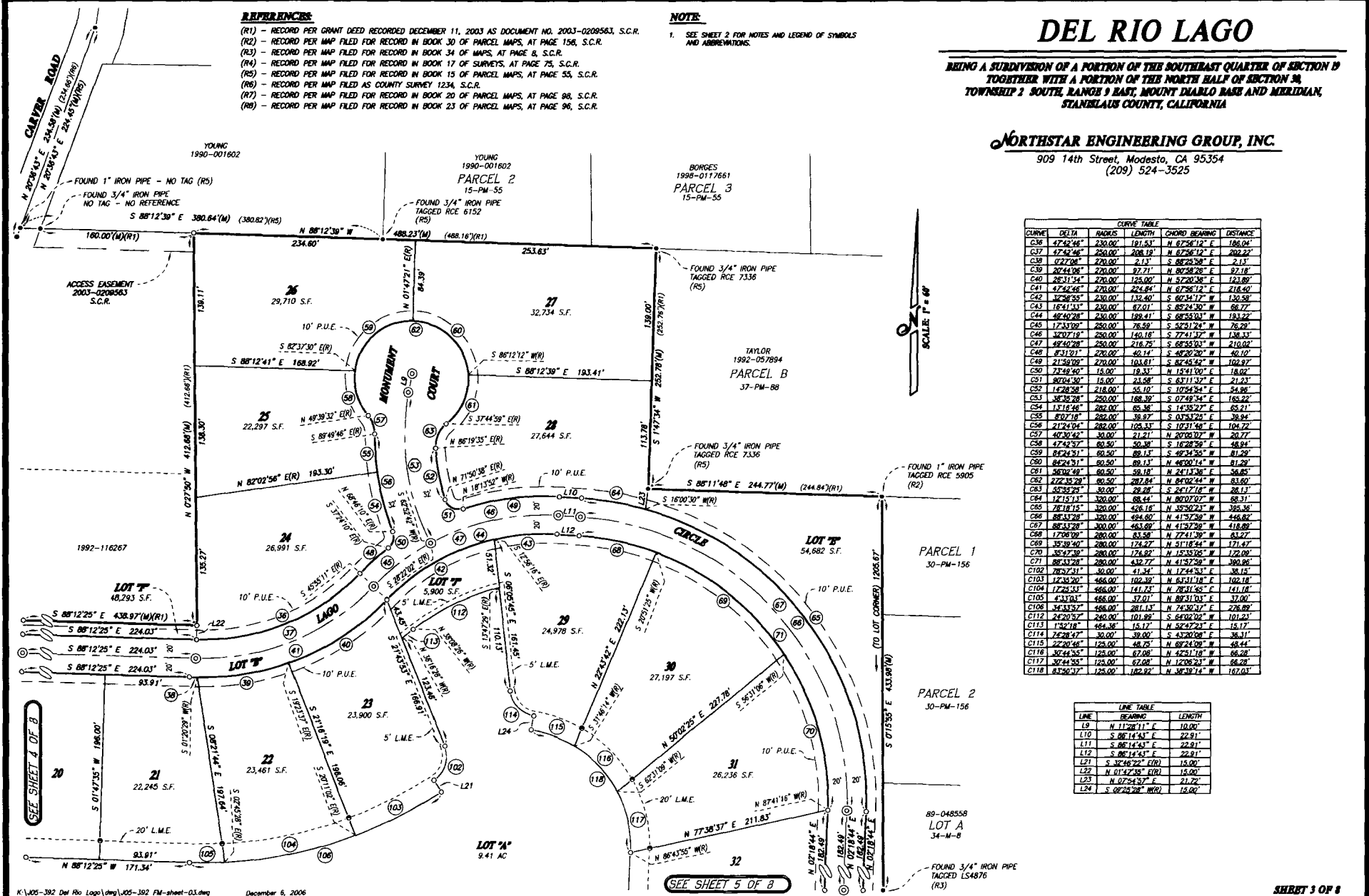
909 14th Street, Modesto, CA 95354
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REFERENCES

- (R1) - RECORD PER GRANT DEED RECORDED DECEMBER 11, 2003 AS DOCUMENT NO. 2003-0209563, S.C.R.
- (R2) - RECORD PER MAP FILED FOR RECORD IN BOOK 30 OF PARCEL MAPS, AT PAGE 156, S.C.R.
- (R3) - RECORD PER MAP FILED FOR RECORD IN BOOK 34 OF MAPS, AT PAGE 8, S.C.R.
- (R4) - RECORD PER MAP FILED FOR RECORD IN BOOK 17 OF SURVEYS, AT PAGE 75, S.C.R.
- (R5) - RECORD PER MAP FILED FOR RECORD IN BOOK 15 OF PARCEL MAPS, AT PAGE 55, S.C.R.
- (R6) - RECORD PER MAP FILED AS COUNTY SURVEY 1234, S.C.R.
- (R7) - RECORD PER MAP FILED FOR RECORD IN BOOK 20 OF PARCEL MAPS, AT PAGE 98, S.C.R.
- (R8) - RECORD PER MAP FILED FOR RECORD IN BOOK 23 OF PARCEL MAPS, AT PAGE 96, S.C.R.

NOTE

- 1. SEE SHEET 2 FOR NOTES AND LEGEND OF SYMBOLS AND ABBREVIATIONS.



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	DISTANCE
C36	47°24'46"	230.00	191.53'	N 87°56'12" E	186.04'
C37	12°24'46"	230.00	208.19'	N 87°56'12" E	202.23'
C38	07°27'06"	270.00	211.17'	S 86°25'58" E	2.15'
C39	26°44'06"	270.00	92.71'	N 80°58'28" E	92.18'
C40	26°31'54"	270.00	125.00'	N 87°20'38" E	123.89'
C41	47°24'46"	270.00	224.64'	N 87°56'12" E	216.40'
C42	12°24'46"	270.00	135.80'	S 87°12'12" E	130.58'
C43	16°41'53"	230.00	87.01'	S 85°24'30" W	86.77'
C44	46°40'28"	230.00	199.41'	S 86°55'03" W	193.22'
C45	17°33'09"	250.00	76.59'	S 82°21'24" W	76.29'
C46	34°02'18"	250.00	140.18'	S 77°41'37" W	138.63'
C47	46°40'28"	250.00	216.78'	S 85°55'03" E	210.02'
C48	83°19'11"	270.00	49.14'	S 46°30'20" W	49.10'
C49	21°58'09"	270.00	103.61'	S 82°45'42" W	102.87'
C50	73°49'40"	15.00	19.33'	N 15°41'00" E	18.02'
C51	90°04'30"	15.00	23.58'	S 63°11'30" E	21.23'
C52	142°28'58"	218.00	55.10'	S 105°54'30" E	54.86'
C53	36°35'28"	250.00	188.39'	S 07°49'34" E	185.42'
C54	13°16'46"	262.00	65.36'	S 14°35'27" E	65.21'
C55	87°07'18"	262.00	39.87'	S 03°23'24" E	39.84'
C56	217°41'04"	262.00	105.33'	S 107°11'56" E	104.72'
C57	40°30'42"	30.00	21.21'	N 20°03'07" W	20.77'
C58	47°42'57"	80.00	50.38'	S 16°28'28" E	48.94'
C59	84°24'51"	80.00	69.15'	S 46°34'56" W	61.29'
C60	84°24'51"	80.00	69.13'	N 46°20'14" W	61.29'
C61	50°02'46"	80.00	59.18'	N 24°13'36" E	56.85'
C62	272°32'29"	80.00	291.84'	N 89°02'44" W	61.60'
C63	53°35'25"	30.00	28.28'	S 24°17'18" W	28.13'
C64	12°15'13"	320.00	68.44'	N 80°07'07" W	68.31'
C65	78°18'15"	320.00	426.18'	N 35°20'23" W	395.38'
C66	88°33'29"	320.00	454.60'	N 41°57'29" W	426.82'
C67	88°33'29"	300.00	463.69'	N 41°57'29" W	418.89'
C68	17°06'09"	280.00	83.58'	N 77°41'39" W	63.27'
C69	35°39'40"	280.00	174.27'	N 51°18'44" W	171.47'
C70	36°42'30"	280.00	176.82'	N 55°55'16" W	172.09'
C71	86°33'29"	280.00	433.72'	N 41°57'29" W	398.09'
C102	78°23'31"	30.00	41.34'	N 17°44'53" E	38.15'
C103	12°35'20"	466.00	102.39'	N 63°31'18" E	102.18'
C104	172°25'51"	466.00	141.73'	N 76°31'42" E	141.18'
C105	43°03'	466.00	37.01'	N 89°21'03" E	37.00'
C106	34°33'57"	466.00	281.13'	N 74°30'17" E	278.09'
C112	24°20'57"	250.00	101.89'	S 64°02'02" E	101.23'
C113	132°18'	464.36	15.17'	N 52°47'23" E	15.17'
C114	24°28'47"	30.00	39.00'	S 43°20'08" E	38.31'
C115	22°20'46"	125.00	48.29'	N 89°24'08" W	48.44'
C116	36°44'55"	125.00	87.08'	N 92°51'10" W	86.29'
C117	36°44'55"	125.00	87.08'	N 12°06'23" W	86.29'
C118	87°50'37"	125.00	182.92'	N 36°39'14" W	167.63'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N 11°28'11" E	10.00'
L10	S 86°14'51" E	22.81'
L11	S 86°14'51" E	22.81'
L12	S 86°14'51" E	22.81'
L21	S 32°46'22" ETR	15.00'
L22	N 01°42'38" ETR	15.00'
L23	N 07°54'37" E	21.72'
L24	S 08°25'28" WTR	15.00'

43 M 85

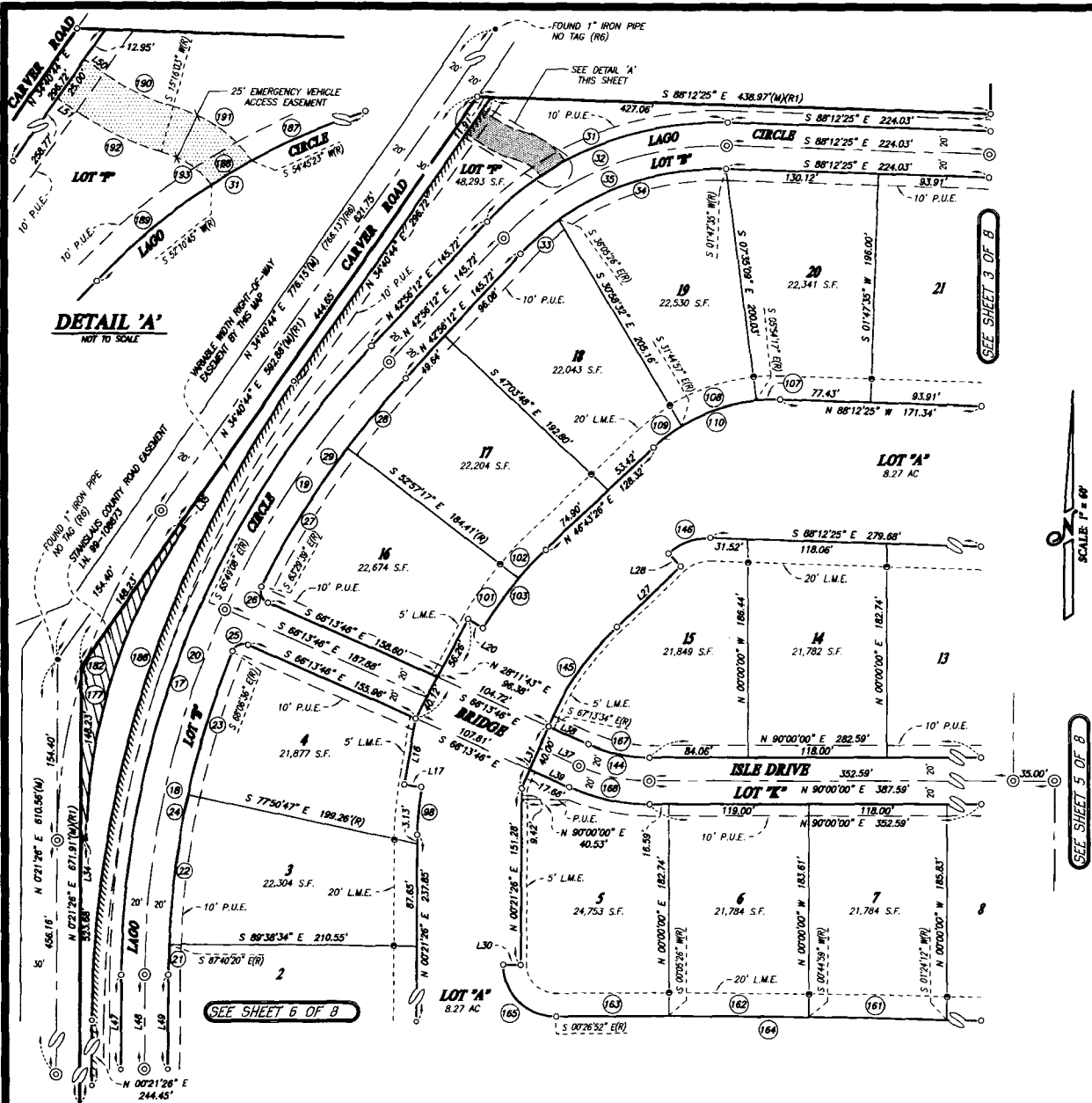
43 M 85

DEL RIO LAGO

BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19
TOGETHER WITH A PORTION OF THE NORTH HALF OF SECTION 30,
TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT Diablo BASE AND MERIDIAN,
STANISLAUS COUNTY, CALIFORNIA

NORTHSTAR ENGINEERING GROUP, INC.

909 14th Street, Modesto, CA 95354
(209) 524-3525



CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	DISTANCE
C17	423.24°	795.00'	390.00'	S 24°38'54" W	577.30'
C18	2249.26°	776.00'	322.25'	S 12°18'00" W	319.83'
C19	1853.20°	776.00'	253.69'	S 34°33'30" W	252.56'
C20	62.34.56°	776.00'	576.84'	S 21°38'49" W	562.78'
C21	158.14°	755.00'	25.97'	S 01°20'33" W	20.96'
C22	628.33°	755.00'	29.89'	S 07°14'26" W	128.32'
C23	844.12°	755.00'	128.30'	S 17°01'19" W	128.15'
C24	211.34°	755.00'	283.74'	S 11°02'25" W	282.08'
C25	9132.98°	10.00'	16.04'	S 67°49'49" W	14.37'
C26	9224.08°	10.00'	16.19'	S 18°51'43" E	14.48'
C27	1021.22°	755.00'	138.89'	S 31°46'32" E	138.89'
C28	553.29°	755.00'	27.63'	S 39°59'28" W	27.60'
C29	1628.51°	755.00'	216.51'	S 34°53'17" W	215.77'
C31	4821.23°	270.00'	230.23'	S 62°21'34" W	221.32'
C32	4821.23°	270.00'	213.18'	S 67°21'34" W	208.78'
C33	1024.21°	230.00'	44.05'	S 49°22'23" W	43.98'
C34	3753.01°	230.00'	152.08'	S 72°51'04" E	149.32'
C35	4831.23°	230.00'	186.12'	S 62°21'34" W	180.23'
C36	842.02°	300.00'	45.56'	S 04°42'27" W	45.32'
C37	343.02°	318.00'	56.21'	S 35°31'23" W	52.45'
C38	670.31°	318.00'	33.49'	S 43°40'40" W	33.44'
C39	1538.33°	318.00'	86.00'	S 38°54'09" W	85.73'
C40	241.32°	150.00'	20.15'	S 67°56'30" W	20.14'
C41	2820.46°	150.00'	67.66'	S 71°10'21" W	67.09'
C42	1137.32°	150.00'	80.18'	S 86°48'14" W	30.13'
C43	4574.09°	150.00'	117.89'	S 08°15'30" W	114.97'
C44	2146.14°	150.00'	62.23'	S 78°06'53" E	61.79'
C45	2152.00°	280.00'	106.50'	S 34°44'56" W	103.74'
C46	4574.09°	50.00'	39.31'	S 69°15'30" W	38.32'
C47	632.13°	10346.00'	118.06'	N 88°36'29" W	118.06'
C48	632.13°	10346.00'	119.00'	N 88°34'47" W	118.00'
C49	632.13°	10346.00'	97.21'	S 88°48'17" W	97.21'
C50	225.31°	10346.00'	438.02'	N 08°14'06" W	437.98'
C51	9248.18°	46.00'	71.32'	S 49°02'43" E	64.00'
C52	2346.14°	130.00'	53.81'	S 78°06'53" E	53.65'
C53	2346.14°	170.00'	70.53'	S 78°06'53" E	70.02'
C54	1418.16°	475.00'	284.54'	S 17°31'05" W	280.30'
C55	1418.16°	500.00'	289.51'	S 17°31'05" W	285.02'
C56	1418.16°	870.00'	581.08'	S 17°31'05" W	572.41'
C57	1418.16°	270.00'	143.86'	S 78°15'59" W	143.13'
C58	2139.38°	270.00'	25.10'	S 58°36'33" W	25.08'
C59	1350.32°	270.00'	61.30'	S 49°26'28" W	61.17'
C60	1824.41°	87.50'	28.64'	S 65°01'37" E	28.50'
C61	1824.41°	52.50'	45.08'	N 54°59'17" W	44.23'
C62	1824.41°	112.50'	38.11'	S 65°01'37" E	37.81'
C63	1824.41°	37.50'	24.16'	N 56°16'36" W	23.74'

LINE	BEARING	LENGTH
L1	N 88°36'24" E	20.10'
L16	N 08°34'12" E	52.03'
L17	N 08°58'32" W(R)	15.00'
L20	N 58°45'08" W(R)	15.00'
L27	N 46°43'26" E	78.13'
L29	S 47°05'54" E(R)	15.00'
L30	S 88°38'34" E(R)	19.00'
L31	N 22°46'14" E	57.66'
L34	N 88°38'34" W	5.00'
L35	S 35°19'16" E	5.00'
L37	N 66°11'56" W	32.82'
L38	N 66°13'46" W	37.62'
L39	N 66°13'46" W	37.62'
L47	N 08°21'26" E	81.54'
L48	N 08°21'26" E	81.54'
L49	N 08°21'26" E	81.54'
L50	S 55°12'16" E	12.50'
L51	S 55°18'16" E	12.50'

NOTE:
1. SEE SHEET 2 FOR NOTES AND LEGEND OF SYMBOLS AND ABBREVIATIONS.

REFERENCES:
(R1) - RECORD PER GRANT DEED RECORDED DECEMBER 11, 2003 AS DOCUMENT NO. 2003-0209563, S.C.R.
(R2) - RECORD PER MAP FILED FOR RECORD IN BOOK 30 OF PARCEL MAPS, AT PAGE 156, S.C.R.
(R3) - RECORD PER MAP FILED FOR RECORD IN BOOK 34 OF MAPS, AT PAGE 8, S.C.R.
(R4) - RECORD PER MAP FILED FOR RECORD IN BOOK 17 OF SURVEYS, AT PAGE 75, S.C.R.
(R5) - RECORD PER MAP FILED FOR RECORD IN BOOK 15 OF PARCEL MAPS, AT PAGE 53, S.C.R.
(R6) - RECORD PER MAP FILED AS COUNTY SURVEY 1234, S.C.R.
(R7) - RECORD PER MAP FILED FOR RECORD IN BOOK 20 OF PARCEL MAPS, AT PAGE 98, S.C.R.
(R8) - RECORD PER MAP FILED FOR RECORD IN BOOK 23 OF PARCEL MAPS, AT PAGE 95, S.C.R.

43 M 85

43 M 85

DEL RIO LAGO

BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19 TOGETHER WITH A PORTION OF THE NORTH HALF OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, STANISLAUS COUNTY, CALIFORNIA

NORTHSTAR ENGINEERING GROUP, INC.

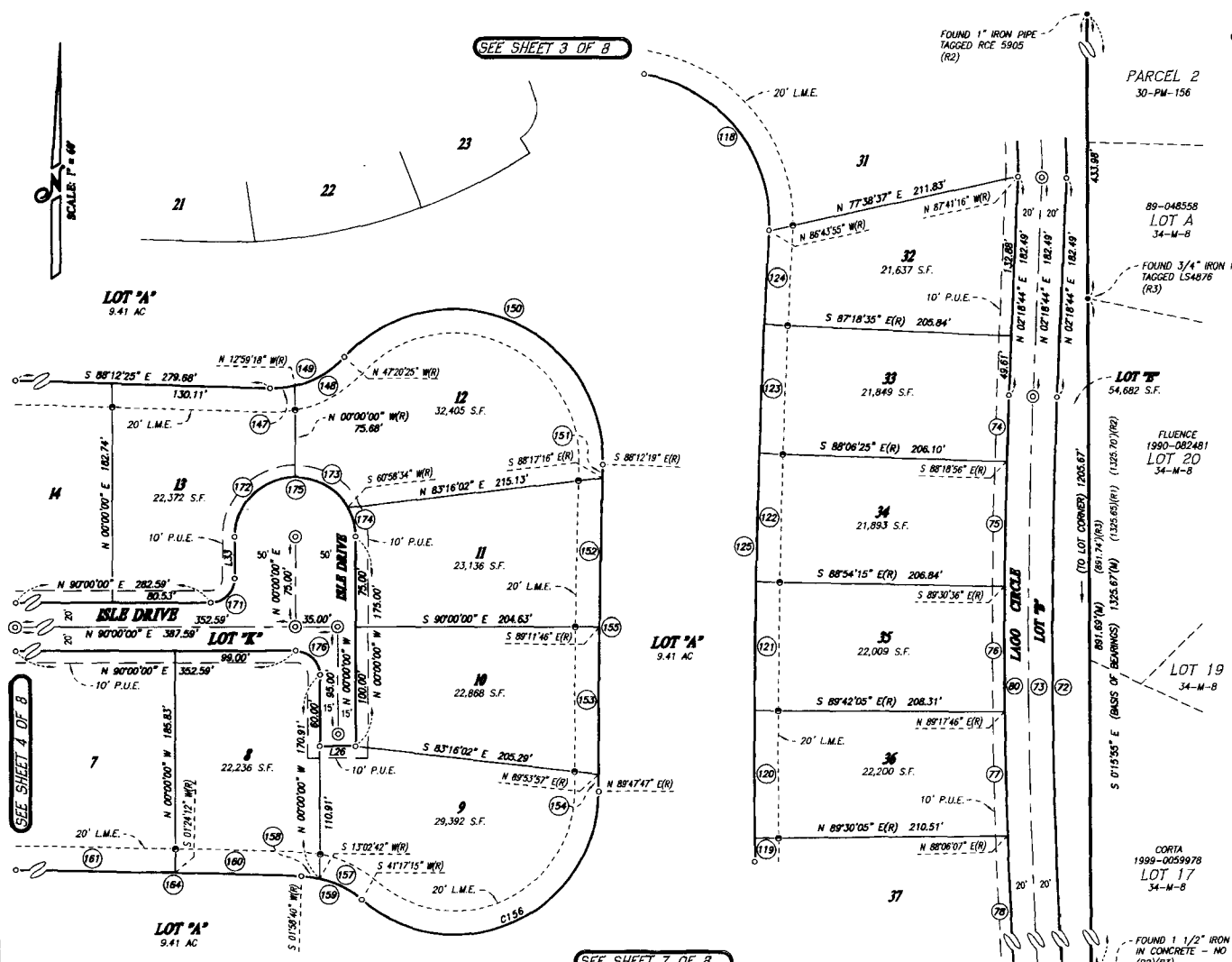
909 14th Street, Modesto, CA 95354
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NOTE:

1. SEE SHEET 2 FOR NOTES AND LEGEND OF SYMBOLS AND ABBREVIATIONS.

REFERENCES:

- (R1) - RECORD PER GRANT DEED RECORDED DECEMBER 11, 2003 AS DOCUMENT NO. 2003-0209563, S.C.R.
- (R2) - RECORD PER MAP FILED FOR RECORD IN BOOK 30 OF PARCEL MAPS, AT PAGE 156, S.C.R.
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- (R8) - RECORD PER MAP FILED FOR RECORD IN BOOK 23 OF PARCEL MAPS, AT PAGE 96, S.C.R.



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	DISTANCE
C12	544.51"	5000.00"	499.86"	S 02°14'11" E	498.36"
C73	544.51"	5000.00"	501.58"	S 00°33'41" E	501.58"
C74	0°37'41"	5000.00"	55.02"	S 01°58'54" W	55.02"
C75	1°11'39"	5000.00"	104.63"	S 01°05'14" W	104.63"
C76	1°11'39"	5000.00"	104.62"	S 02°08'28" E	104.62"
C77	1°11'39"	5000.00"	104.61"	S 02°11'34" E	104.61"
C78	1°25'54"	5000.00"	125.43"	S 02°36'50" E	125.43"
C80	544.51"	5000.00"	503.58"	S 00°31'41" E	503.57"
C118	83°50'37"	125.00"	182.82"	N 38°39'14" W	187.03"
C119	0°08'54"	1228.00"	20.80"	S 02°34'22" E	20.80"
C120	0°42'50"	1228.00"	102.50"	S 02°08'28" E	102.50"
C121	0°42'50"	1228.00"	102.50"	S 02°41'50" W	102.50"
C122	0°42'50"	1228.00"	102.50"	S 01°28'40" W	102.50"
C123	0°42'50"	1228.00"	102.50"	S 02°17'30" W	102.50"
C124	0°42'50"	1228.00"	77.88"	S 02°36'53" W	77.88"
C125	3°54'53"	1228.00"	523.89"	S 01°11'38" W	523.78"
C147	1°45'45.3"	80.00"	20.84"	N 84°24'09" E	20.58"
C148	54°21'07"	80.00"	47.86"	N 58°50'08" E	47.25"
C149	48°08'00"	80.00"	68.60"	N 67°11'35" E	66.52"
C150	130°08'06"	125.00"	303.55"	N 67°46'22" W	314.27"
C161	0°04'57"	7856.00"	11.53"	S 01°45'17" E	11.53"
C152	0°54'29"	7856.00"	124.51"	S 01°15'29" E	124.51"
C153	0°54'18"	7856.00"	124.07"	S 00°21'06" E	124.07"
C154	0°08'09"	7856.00"	14.07"	S 00°09'08" E	14.07"
C155	1°29'54"	7856.00"	273.86"	S 02°37'44" W	273.97"
C156	1°31°29'28"	120.00"	278.39"	N 85°33'41" E	218.82"
C157	28°14'43"	80.00"	39.43"	N 82°29'02" E	39.04"
C158	11°04'01"	80.00"	15.45"	N 82°29'19" E	15.43"
C159	38°18'35"	80.00"	54.89"	N 68°22'02" E	53.62"
C160	0°44'28"	10448.00"	104.75"	N 88°18'54" W	104.75"
C161	0°01'17"	10448.00"	118.02"	N 88°58'28" W	118.02"
C164	2°24'29"	10448.00"	437.81"	N 89°14'04" W	457.78"
C171	80°00'00"	20.00"	31.42"	N 45°00'00" E	28.28"
C172	80°02'24"	50.00"	78.57"	S 44°58'48" W	70.74"
C173	80°58'24"	50.00"	84.71"	N 48°38'43" E	86.74"
C174	29°01'28"	50.00"	26.31"	N 14°30'43" E	28.00"
C175	180°02'23"	50.00"	157.11"	S 68°58'48" W	100.00"
C176	80°00'00"	20.00"	31.42"	N 45°00'00" E	28.28"

LINE TABLE		
LINE	BEARING	LENGTH
L25	N 90°00'00" E	30.00'
L33	N 00°00'00" W	34.87'

43 M 85

43 M 85

DEL RIO LAGO

BRING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19 TOGETHER WITH A PORTION OF THE NORTH HALF OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT Diablo BASE AND MERIDIAN, STANISLAUS COUNTY, CALIFORNIA

NORTHSTAR ENGINEERING GROUP, INC.

909 14th Street, Modesto, CA 95354
(209) 524-3525

REFERENCES

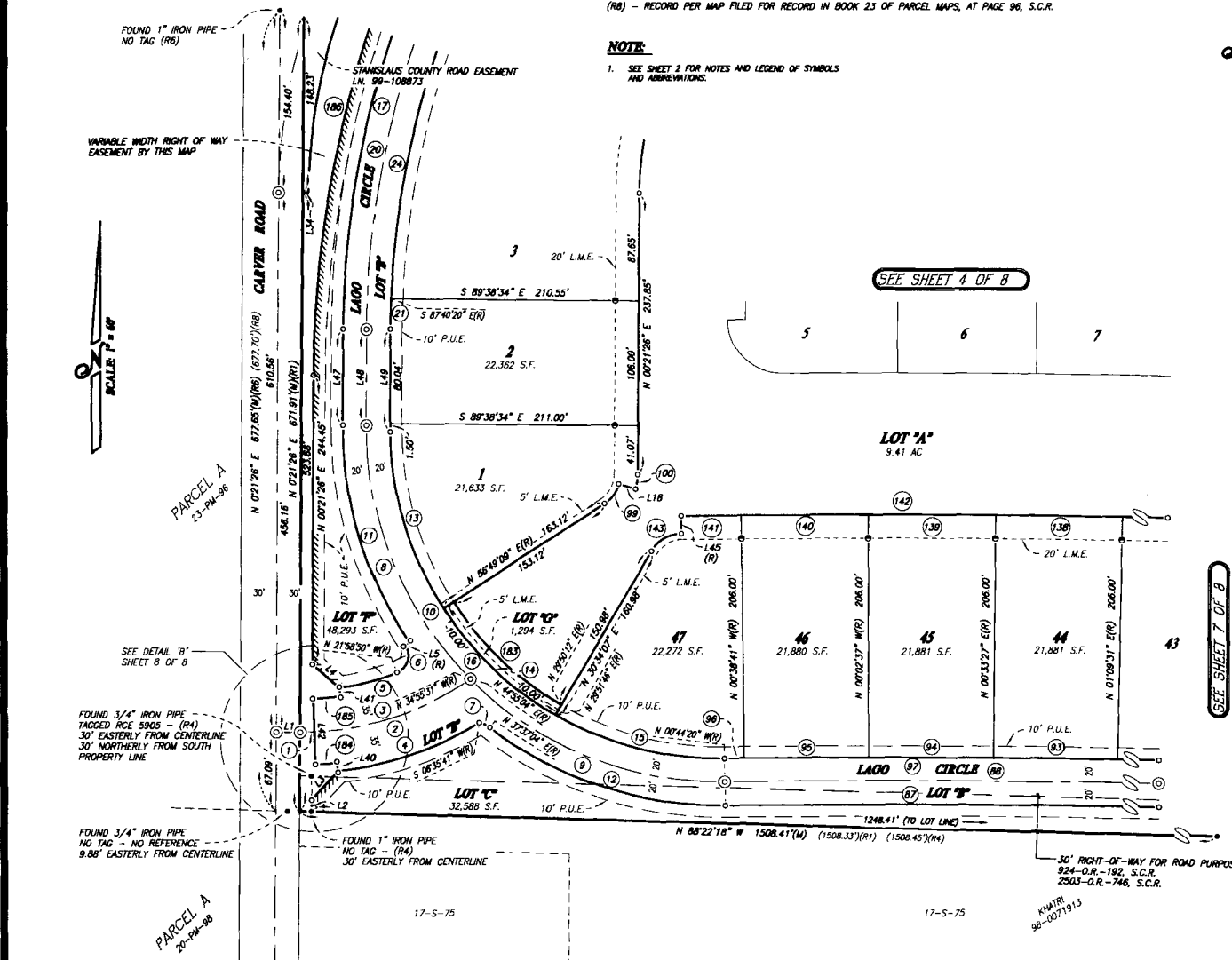
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NOTE:

1. SEE SHEET 2 FOR NOTES AND LEGEND OF SYMBOLS AND ABBREVIATIONS.

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	DISTANCE
C1	2°42'20"	250.00'	11.84'	N 89°00'01" E	11.84'
C2	32°34'00"	250.00'	142.11'	N 71°21'32" E	140.20'
C3	38°16'52"	250.00'	154.95'	N 28°42'57" E	151.63'
C4	28°44'40"	285.00'	128.07'	N 71°01'10" E	122.00'
C5	1°31'02"	215.00'	50.72'	N 74°46'41" E	30.60'
C6	10°22'44"	15.50'	22.73'	N 16°46'19" E	24.18'
C7	28°01'24"	20.00'	10.13'	N 86°53'48" W	10.02'
C8	45°28'24"	300.00'	232.94'	S 22°21'50" E	231.73'
C9	45°39'24"	300.00'	238.08'	S 67°54'35" E	239.78'
C10	81°05'46"	300.00'	476.98'	S 45°11'27" E	428.30'
C11	34°49'28"	320.00'	194.54'	S 17°03'34" E	181.56'
C12	38°21'23"	320.00'	214.22'	S 71°13'38" E	216.24'
C13	33°52'17"	280.00'	163.90'	S 18°24'52" E	161.67'
C14	28°52'21"	280.00'	131.73'	S 49°39'10" E	130.52'
C15	30°36'05"	280.00'	148.55'	S 25°26'17" E	147.78'
C16	91°05'46"	280.00'	446.18'	S 45°11'26" E	399.76'
C17	42°34'46"	784.00'	590.81'	S 21°38'49" W	577.30'
C18	42°34'46"	728.00'	578.84'	S 21°38'50" W	569.78'
C19	1°58'14"	755.00'	24.92'	S 01°00'33" W	25.86'
C20	21°31'58"	755.00'	263.74'	S 11°02'25" W	262.08'
C21	41°18'33"	8880.00'	750.61'	N 88°35'03" W	750.43'
C22	41°18'33"	10000.00'	750.11'	N 88°35'03" W	751.84'
C23	0°36'04"	10000.00'	108.14'	N 88°28'51" W	108.14'
C24	0°36'04"	10000.00'	108.14'	N 89°44'35" W	108.14'
C25	0°36'04"	10000.00'	108.13'	S 88°38'21" W	108.13'
C26	0°05'38"	10000.00'	16.42'	S 88°18'30" W	16.42'
C27	41°18'33"	10000.00'	753.62'	N 88°35'03" W	753.44'
C28	40°39'28"	30.00'	21.49'	N 88°28'25" E	20.84'
C100	15°48'15"	45.00'	12.41'	N 09°12'31" E	12.37'
C101	0°36'04"	10226.00'	107.30'	N 89°08'31" W	107.30'
C102	0°36'04"	10226.00'	107.30'	N 89°44'35" W	107.30'
C103	0°36'04"	10226.00'	107.30'	S 88°39'21" W	107.30'
C104	0°16'52"	10226.00'	50.18'	S 88°23'51" E	50.18'
C105	5°28'51"	10226.00'	98.17'	N 88°10'38" W	98.79'
C106	5°28'52"	30.00'	30.63'	S 88°49'17" W	29.32'
C107	26°58'57"	276.00'	127.15'	S 46°40'19" E	126.58'
C108	3°45'02"	278.00'	18.20'	N 85°46'05" E	18.19'
C109	6°06'24"	278.00'	23.66'	N 84°35'54" E	23.65'
C110	34°19'18"	870.00'	581.04'	S 17°31'05" W	572.41'

LINE	BEARING	LENGTH
L1	S 89°38'24" E	20.10'
L2	N 00°21'26" E	9.72'
L3	N 42°07'30" E	33.31'
L4	N 49°03'11" W	30.36'
L5	N 55°31'27" E	4.50'
L18	N 72°50'19" W	15.00'
L34	N 87°48'24" W	3.00'
L30	N 08°08'26" W	7.00'
L41	S 08°22'48" E	7.00'
L42	N 02°21'24" W	56.00'
L45	N 07°58'33" W	15.00'
L47	N 00°41'26" E	81.54'
L48	N 00°21'26" E	81.54'
L49	N 00°21'26" E	81.54'



43 M 85

43 M 85

DEL RIO LAGO

BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19 TOGETHER WITH A PORTION OF THE NORTH HALF OF SECTION 38, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT Diablo BASE AND MERIDIAN, STANISLAUS COUNTY, CALIFORNIA

NORTHSTAR ENGINEERING GROUP, INC.

909 14th Street, Modesto, CA 95354
(209) 524-3525

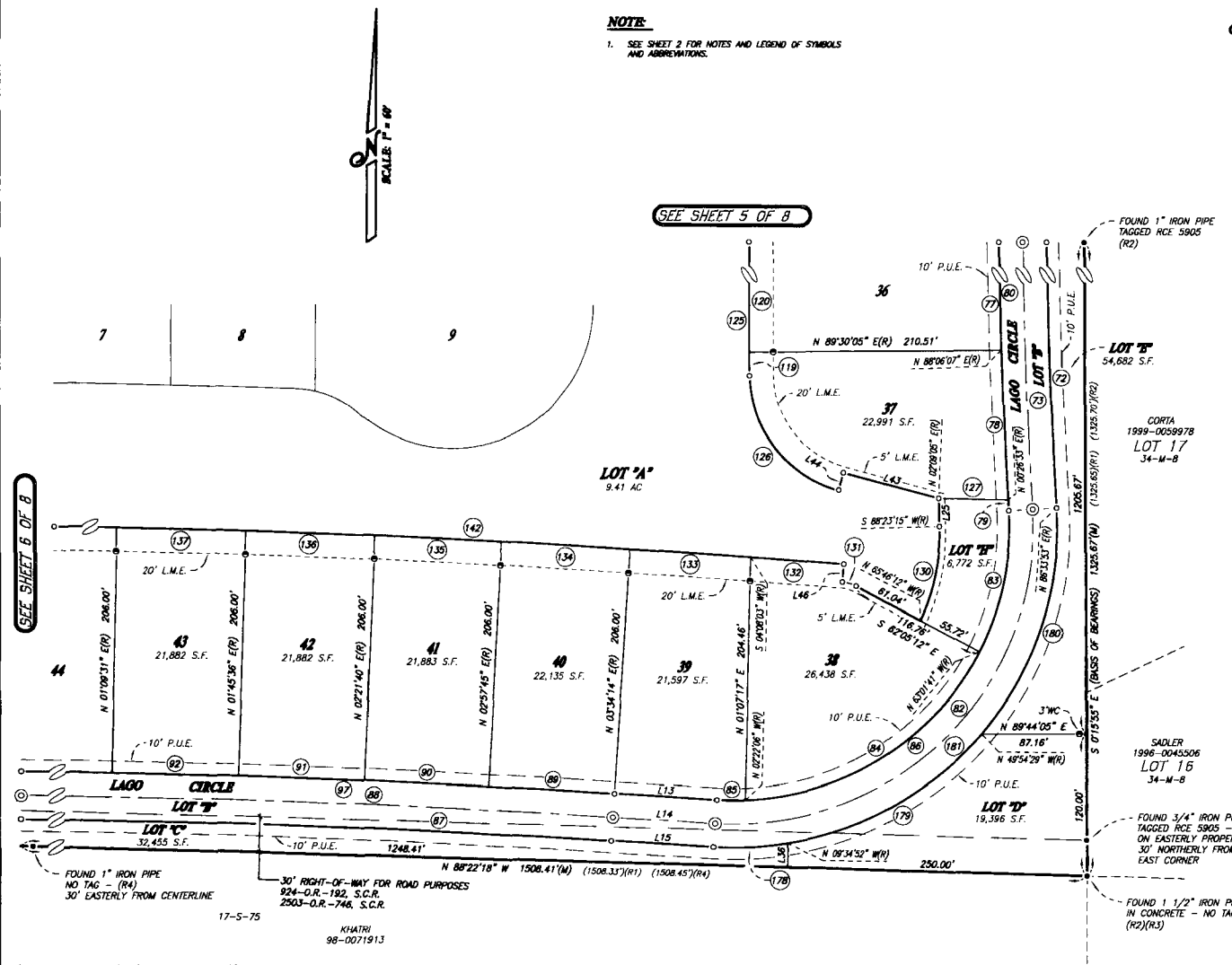
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NOTE

- 1. SEE SHEET 2 FOR NOTES AND LEGEND OF SYMBOLS AND ABBREVIATIONS.

SEE SHEET 5 OF 8



CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	DISTANCE
C72	5°44'51"	4980.00'	499.55'	S 02°31'41" E	499.56'
C73	5°44'51"	5000.00'	501.58'	S 02°31'41" E	501.58'
C77	1°11'38"	5020.00'	104.81'	S 01°18'04" E	104.81'
C78	1°25'53"	5020.00'	125.41'	S 02°38'50" E	125.41'
C79	0°08'21"	5020.00'	9.26'	S 03°22'57" E	9.26'
C80	5°44'51"	5020.00'	501.58'	S 02°31'41" E	501.57'
C82	0°20'07"	230.00'	423.72'	N 45°04'03" E	374.92'
C83	30°24'26"	230.00'	122.06'	N 11°56'38" E	120.84'
C84	80°38'35"	230.00'	243.50'	N 57°18'06" E	232.29'
C85	5°58'20"	230.00'	23.84'	S 89°23'56" E	23.83'
C86	0°20'07"	230.00'	369.41'	N 45°04'03" E	344.54'
C87	4°18'33"	9980.00'	286.81'	N 88°42'01" W	290.43'
C88	4°18'33"	10020.00'	292.11'	N 88°55'01" W	291.84'
C89	0°38'29"	10020.00'	106.36'	N 88°44'01" W	106.36'
C90	0°38'04"	10020.00'	105.14'	N 87°26'18" W	105.14'
C91	0°38'04"	10020.00'	105.14'	N 87°26'22" W	105.14'
C92	0°38'04"	10020.00'	104.14'	N 88°32'26" W	105.14'
C97	4°18'31"	10020.00'	293.02'	N 88°55'01" W	293.44'
C119	0°08'54"	7726.00'	20.00'	S 00°34'22" E	20.00'
C120	0°42'50"	7726.00'	107.50'	S 00°08'00" E	107.50'
C125	3°54'53"	7726.00'	527.89'	S 01°18'38" W	527.79'
C126	24°30'33"	100.00'	136.04'	S 37°44'09" E	121.07'
C127	13°22'59"	1050.00'	38.16'	S 88°21'11" E	38.16'
C130	25°30'32"	180.00'	81.19'	N 11°18'31" E	80.50'
C131	23°20'31"	30.00'	12.22'	N 73°45'27" W	12.14'
C132	0°28'15"	10226.00'	78.07'	N 85°38'50" W	78.07'
C133	0°33'49"	10226.00'	100.58'	N 88°08'57" W	100.58'
C134	0°48'09"	10226.00'	106.55'	N 88°44'01" W	106.55'
C135	0°38'04"	10226.00'	107.31'	N 87°20'18" W	107.31'
C136	0°38'04"	10226.00'	107.30'	N 87°26'22" W	107.30'
C137	0°38'04"	10226.00'	107.30'	N 88°32'26" W	107.30'
C142	5°29'51"	10226.00'	981.17'	N 88°10'38" W	980.29'
C178	1°20'08"	270.00'	61.98'	N 88°24'11" E	61.89'
C179	40°19'38"	270.00'	190.04'	N 80°15'19" E	186.14'
C180	43°31'38"	270.00'	205.12'	N 18°19'42" E	200.22'
C181	0°20'07"	270.00'	457.13'	N 45°04'03" E	404.45'

LINE	BEARING	LENGTH
L13	N 88°23'15" W	85.52'
L14	N 88°25'46" W	85.52'
L15	N 88°25'46" W	85.52'
L25	N 01°11'23" W	23.65'
L36	N 01°12'42" E	23.14'
L43	N 20°29'22" E	85.41'
L44	N 14°50'38" E	15.00'
L46	N 04°34'17" E	15.00'

43 M 85

43 M 85

DEL RIO LAGO

BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10
TOGETHER WITH A PORTION OF THE NORTH HALF OF SECTION 36,
TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT Diablo BASE AND MERIDIAN,
STANISLAUS COUNTY, CALIFORNIA

NORTHSTAR ENGINEERING GROUP, INC.

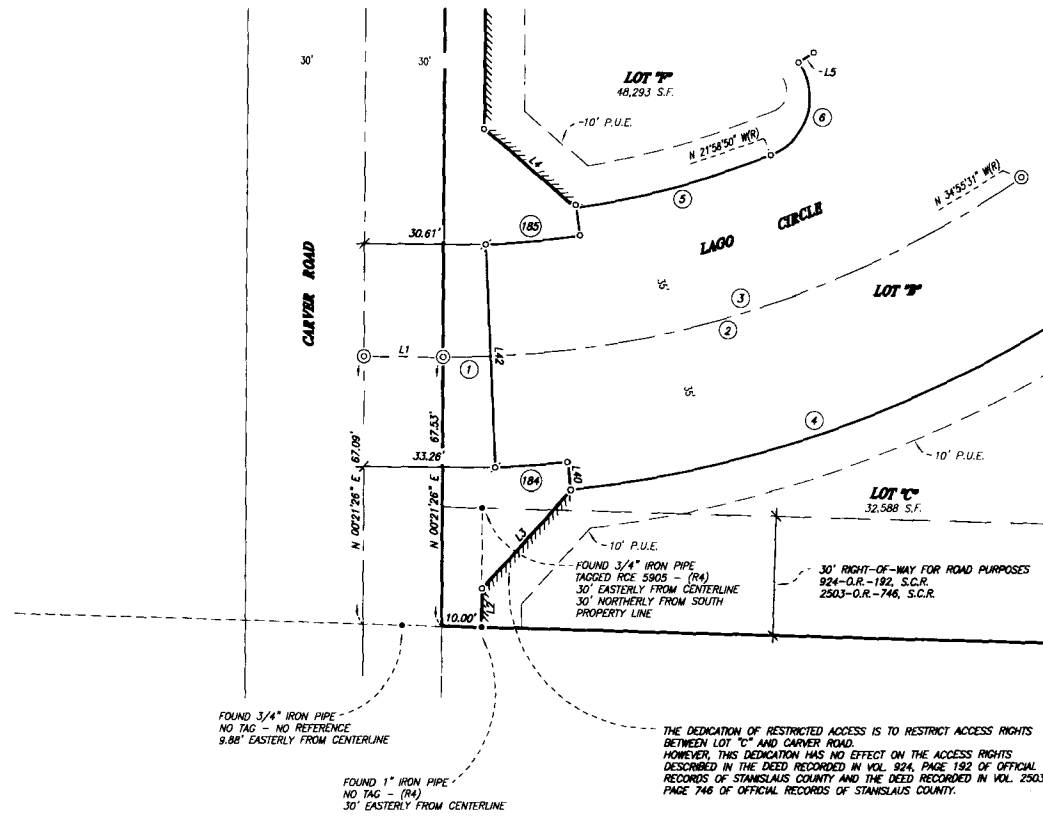
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NOTE:

- 1. SEE SHEET 2 FOR NOTES AND LEGEND OF SYMBOLS AND ABBREVIATIONS.



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	DISTANCE
C1	2°42'30"	250.00'	11.84'	N 88°00'01" E	11.84'
C2	32°34'08"	250.00'	142.11'	N 21°21'32" E	140.20'
C3	32°18'52"	250.00'	151.95'	N 22°42'57" E	151.51'
C4	22°44'46"	285.00'	128.07'	N 71°01'10" E	127.00'
C5	1°31'02"	215.00'	50.72'	N 74°46'41" E	50.60'
C6	10°22'24"	16.50'	27.72'	N 18°46'19" E	24.18'
C184	2°45'02"	228.00'	18.20'	N 85°46'04" E	18.12'
C185	6°08'24"	222.00'	23.66'	N 84°35'54" E	23.65'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 88°38'34" E	20.10'
L2	N 06°21'30" E	9.72'
L3	N 42°07'30" E	33.31'
L4	N 82°03'11" W	30.38'
L5	N 55°31'27" E	4.50'
L40	N 08°04'24" W	7.00'
L41	S 08°27'56" E	7.00'
L42	N 02°21'24" W	56.00'

FOUND 3/4" IRON PIPE - NO TAG - NO REFERENCE
9.88' EASTERLY FROM CENTERLINE

FOUND 1" IRON PIPE - NO TAG - (R4)
30' EASTERLY FROM CENTERLINE

THE DEDICATION OF RESTRICTED ACCESS IS TO RESTRICT ACCESS RIGHTS BETWEEN LOT "C" AND CARVER ROAD. HOWEVER, THIS DEDICATION HAS NO EFFECT ON THE ACCESS RIGHTS DESCRIBED IN THE DEED RECORDED IN VOL. 924, PAGE 192 OF OFFICIAL RECORDS OF STANISLAUS COUNTY AND THE DEED RECORDED IN VOL. 2503, PAGE 746 OF OFFICIAL RECORDS OF STANISLAUS COUNTY.

43 M 85

EXHIBIT "B"

Development Standards and Development Schedule (As amended by the Board of Supervisors December 14, 2004).

EXHIBIT "B"

AS AMENDED BY THE BOARD OF SUPERVISORS
DECEMBER 14, 2004

DEVELOPMENT STANDARDS AND DEVELOPMENT SCHEDULE

REZONE NO. 2003-06
VESTING TENTATIVE SUBDIVISION MAP APPLICATION NO. 2003-02
DEL RIO LAGO SUBDIVISION

Department of Public Works

1. The recorded subdivision map shall be prepared by a licensed land surveyor or a registered civil engineer.
2. All existing non-public facilities and/or utilities that do not have lawful authority to occupy the Carver Road right-of-way shall be relocated onto private property upon request of the Department of Public Works.
3. All structures not shown on the tentative map shall be removed prior to the final map being recorded.
4. The private roads shown on the Tentative Map shall be shown as utility easements and approved access easements from Carver Road to all lots on the final map to be recorded.
5. A 10-foot-wide public utility easement along the frontage of Carver Road adjacent to the right-of-way shall be shown on the final map being recorded.
6. A complete set of on and off site grading, drainage and street improvement plans shall be signed by the Department of Public Works prior to the final map being recorded. All roads fronting or within the subdivision shall be designed and constructed in conformance with the standards contained in the 1998 edition of the Stanislaus County Improvement Standards. The improvements shall include, but not be limited to, street pavement, concrete curb and gutter, sidewalks on both sides of the streets, street lights, drainage facilities, pavement markings, and road signs. All interior roads shall have a minimum curb to curb pattern of 36 feet in width. National Geodetic survey vertical (elevation) datum shall be used. If available, 1988 data shall be used.
7. A positive storm water drainage system, conforming to County standards shall be installed. The drainage system shall be designed to store the runoff from a 50-year storm in a 24-hour period and dispose of the runoff from a 10-year storm within a 48 hour period.
8. If the lake, which will act as the storm drain basin shown on the tentative map is not of sufficient size to accommodate the generated runoff conforming to county standards, the lake shall be enlarged as needed to accommodate the runoff generated.
9. An erosion control plan shall be included in the subdivision improvement plans that provides mitigation measures for erosion and sedimentation control. These measures shall prevent dirt from the subdivision from getting into the road right-of-way and the drainage system. The plan shall be implemented during all phases of development including, but not limited to, grading and dwelling construction. The plan shall also address long term mitigation measures.

10. Road right-of-way on Carver Road, as shown on the tentative map, and as needed to accommodate the realignment of the curve on Carver Road, shall be dedicated to Stanislaus County. The chord of a 25-foot radius shall be provided at all intersections.
11. Street monuments and covers shall be installed to County standards.
12. A note on the final map to be recorded shall clearly state that all roads within the gated community are private, non-county maintained roads.
13. A stop sign, stop bar and legend shall be installed on private property at the intersection of the entrance road and Carver Road.
14. The Department of Public Works acknowledges the project traffic study mitigation measures. In order to most efficiently and effectively implement them, the Department recommends the following condition to address the realignment of Carver Road. The project is responsible for contributing \$128,760.00 towards the realignment of the Ladd/Carver intersection. Prior to the final map being recorded, the developer shall pay \$30,000.00 to this Department for the realignment of the Ladd /Carver intersection. Prior to, or at issuance of a building permit for the individual lots, a \$2,101.27 fee (per lot) shall be paid to Stanislaus County as the remaining contribution towards the realignment of the Ladd/Carver intersection. If the number of lots changes on the final map, the fee per lot will be equal to \$98,760.00 divided by the revised number of residential lots on the final map.
15. The curve on Carver Road shall be designed with a minimum 1,000-foot radius.
16. The design of the subdivision entrance with Carver Road shall provide for a minimum stopping sight distance of 340 feet.
17. The driveway entrance at Carver Road shall have a turnaround in front of the entrance gate. The turnaround shall start a minimum of 30 feet from the Carver Road right-of-way. The turnaround shown on the Tentative Map does not reflect this minimum distance.
18. The proposed bridge shall meet County Specification 3.27 and shall be designed for HS20-45 loading.
19. The curves on the proposed Island Drive shall meet County Specification 3.3 and the road shall accommodate a "California design vehicle".
20. No lots shall have direct access onto Carver Road. An access control wall or wrought iron fence shall be constructed on private property along the Carver Road frontage to limit access. The wall or fence shall allow sight distance in conformance with County standards. The restricted access shall be clearly indicated on the final map. A homeowners' association shall be responsible for the maintenance of this wall or fence.
21. 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.

22. Prior to the subdivision map being recorded, the subdivider shall sign a "Subdivision Improvement Agreement" and post the required certificates of insurance and subdivision bonds with the Department of Public Works.
23. The subdivider shall furnish the Department of Public Works three copies of a soils report for the area being subdivided. The report shall also include: (a) sufficient R-value test to establish appropriate road sections, and (b) sufficient test boring to log the soil strata, determine the static water level and the percolation rate. The boring shall be made at or in close proximity to the lake. The report shall be signed by a California registered civil engineer.
24. All existing irrigation lines within the area to be subdivided shall be removed or relocated into easements along lot lines. The irrigation lines shall be reinforced at road crossings and driveways. All irrigation lines or structures which are to be abandoned shall be removed. All work shall be done in accordance with the requirements of the Department of Public Works and the Modesto Irrigation District.
25. Prior to the final map being recorded, the area being subdivided shall be annexed to the Hillcrest Lighting District or a new district formed, if annexation is not possible. The subdivider shall provide all necessary documents and pay all costs associated with the annexation or formation of a new district.
26. All street lights within the county right-of-way shall be installed on steel poles. Prior to the final map being recorded, the sub-divider shall deposit the first year's operating and maintenance cost of the street lights with the Department of Public Works.
27. 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 is required by the Department of Public Works.
28. All new utilities shall be underground and located in public utility easements. A 10-foot wide public utility easement (P.U.E.) shall be located adjacent to all road right-of-ways. The P.U.E. shall be shown on the final map.
29. One bench mark (brass cap) 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.
30. A set of Record Drawings shall be provided to and approved by the Department of Public Works prior to acceptance of the subdivision improvements by the County. The drawings shall be on 3 mil mylar with each sheet signed and stamped by the design engineer and marked "Record Drawing".
31. A fog seal coat shall be applied to all new asphalt within the county road right-of-way in accordance with Caltrans Standard Specifications for Bituminous Seal prior to the County accepting the improvements.

32. Stanislaus County will not issue any final inspection and/or occupancy permits for any structures within the subdivision until all the required subdivision improvements have been completed to the satisfaction of the Department of Public Works.
33. Prior to the Department of Public Works doing any plan review or inspections associated with the subdivision, the subdivider shall sign a "Subdivision Processing/Inspection Agreement" and post a \$10,000.00 deposit with Public Works.
34. Prior to the final map being recorded, a homeowners' association shall be formed to provide funds to ensure future maintenance of the storm drain system, access control wall, landscaping and open space areas, lake and sewer treatment facilities. A copy of the formation documents shall be provided to the Department of Public Works prior to the final map being recorded.
35. In the event that the Del Rio Community Plan is updated prior to the Board of Supervisors authorizing the recording of the final map, the subdivider shall be subject to all traffic mitigation measures identified in the environmental impact report for the updated plan.

Planning and Community Development

36. Prior to the occupancy of any building, or operation of the approved use, the applicant shall meet all the requirements of the Department of Fire Safety and the Air Pollution Control District. This will include a requirement that a supply and flow of water for fire suppression must be provided to the standards of the Department of Fire Safety.
37. Certificates of Occupancy shall be obtained from the Building Inspection Division prior to occupancy of any structures.
38. 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)
39. Fences and landscaping adjacent to roadways shall be in compliance with the County's "Visibility and Obstructions at Public Intersections" ordinance.
40. 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.
41. Construction of the project shall comply with standardized dust controls adopted by the San Joaquin Valley Air Pollution Control District.

42. During the construction phases of the project, if any human remains, significant or potentially unique are found, all construction activities in the area shall cease until a qualified archeologist can be consulted. Construction activities shall not resume in the area until an on-site archeological mitigation program has been approved by a qualified archaeologist.
43. Hours of construction on the project site shall be limited to 7:00 a.m. to 6:00 p.m., Monday thru Saturday, with no construction allowed on holidays.
44. 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.
45. 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.
46. 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 payable 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.
47. 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.
48. 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.
49. 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.

50. 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.
51. This project shall be conducted as described in the application and supporting information (including maps and elevations) as approved by the Board of Supervisors and in accordance with other laws and ordinances.

Department of Environmental Resources

52. The project shall be constructed in compliance with all applicable requirements listed in the following responses from the Department of Environmental Resources. Each requirement shall be satisfied at appropriate times and to the standards determined by DER.
53. Applicant shall demonstrate that a water supply of adequate quantity and acceptable quality is available for service to the subdivision.
54. Preferred option for water service to subdivision is service by the City of Modesto subject to the terms and conditions of City of Modesto issued "Will Serve Letter." If this is not obtained, applicant may form a mutual water company (California Corporations Code Section 14310 *et seq.*), which must be formed prior to the subdivision map recording, and contract with a responsible entity that possesses an acceptable level of technical managerial and financial capabilities for management/operation of the water system, for review and acceptance by DER.
55. All parcels in the subdivision shall be served water by a public water system that has obtained a public water supply permit as required by California Health and Safety Code (HSC), Sections 116525, 116530, 116535, 116540, 116555, *et seq.*
56. If the "will serve" letter is not obtained, prior to issuance of building permits, developer shall provide certification to Stanislaus County Department of Environmental Resources (DER) and Stanislaus County Fire Warden that domestic and fire flows are available, and a public water supply permit to operate the water system has been issued.
 - a. Subdivision shall comply with Stanislaus County Specifications and Improvement Standards, as determined by DER and Stanislaus County Fire Warden.

57. If the "will serve" letter is not obtained, installation of the total domestic water system, including but not limited to well, pump, storage tank, distribution system piping, valves, meters and enclosure boxes shall be completed under inspection and approval of the registered professional design engineer as required by Stanislaus County DER. Design engineer shall certify in writing that the system has been installed in accordance with approved plans, specifications and Water Works Standards contained in California Code of Regulations, Title 22, Division 4, Chapter 16, before issuance of public water supply permit. **THE EMERGENCY GENERATORS THAT WOULD POWER THE WELLS IN THE EVENT OF A POWER FAILURE WOULD HAVE SOUND ENCLOSURES THAT MEET THE COUNTY'S NOISE STANDARD.**
58. Acceptable source and distribution system water quality shall be demonstrated pursuant to CA Domestic Water Quality and Monitoring Regulations contained in California Code of Regulations, Title 22, Division 4, Chapter 15, before issuance of public water supply permit.
59. Individual water service connections to subdivision lots shall be metered.
60. Public water supply wells/water sources servicing the subdivision shall be metered.
61. Applicant shall identify all existing wells on proposed parcels. Existing private water wells in the subdivision shall be destroyed under permit of the Stanislaus County Department of Environmental Resources in accordance with California State Model Well Ordinance, at the time when the new public water system service is available.
62. No new private water well shall be constructed in the subdivision.
63. A package sewer treatment plan must serve the Del Rio Lago project. This package sewer treatment plant will need to be approved by Regional Water Quality Control Board (RWQCB). **A SITE PLAN FOR THE TREATMENT PLANT SHALL BE SUBMITTED TO AND APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL RESOURCES, WHICH SHALL INCLUDE, AT A MINIMUM, THE PROPOSED LOCATION FOR THE TREATMENT PLANT; DESCRIBE HOW ADJACENT PROPERTY OWNERS WILL BE NOTIFIED OR INFORMED ABOUT LIVING NEAR THE PROPOSED PLANT; SHOW SET BACKS THAT CONFORM TO COUNTY ORDINANCE AND STANDARDS; AND SHOW THE LOCATION OF ALL EXISTING AND PROPOSED WELLS.**

THE SITE PLAN SHALL LOCATE THE TREATMENT PLANT SO AS TO MEET ALL COUNTY STANDARDS AND COMPLY WITH COUNTY ORDINANCE.

- ~~64. An existing package sewer treatment plan is located in the immediate area. This plant has the capacity to serve both subdivisions Del Rio West and proposed Del Rio Lago project. The addition of the Del Rio Lago subdivision to the Del Rio West Package sewer treatment plant would require the final approval of the RWQCB.~~

65. ~~If no agreement can be reached, which could be the case, then the other alternative is to install a second package sewer treatment plant. This package sewer treatment plant will need to be approved by RWQCB and operated under the Del Rio Community Services Corporation. A site plan has been submitted and further clarification is needed on the following:~~
- ~~a. The proposed location for the package sewer treatment plant and the setbacks to any adjacent property, and how the adjacent property owners will be notified or informed about living near the proposed plant including the sewer lift station.~~
 - ~~b. The site plan shows an existing well on an adjacent property, not part of the proposed subdivision that is close to the new proposed package sewer treatment plant. Setbacks must be met. This issue must be addressed by meeting all County standards, at the applicant's expense, to the satisfaction of Department of Environmental Resources.~~
64. Existing septic tanks shall be destroyed under permit from Department of Environmental Resources and in accordance with all laws and Stanislaus County policies.

City Of Modesto

Note: The following two conditions are applicable only if the project water supply system is made part of the system operated by the City of Modesto.

65. The project be developed, to the satisfaction of the City of Modesto, in full compliance with all requirements listed in ~~the ANY~~ City of Modesto "Will -Serve" letter. ~~from City Manager Jack Crist dated September 10, 2002.~~ Timing for determining consistency with City of Modesto requirements shall be determined by the City of Modesto.
66. The applicant/developer shall enter into a water well Construction and Reimbursement Agreement with the City of Modesto.

Stanislaus County Consolidated Fire

67. Pay fire service impact/development fees.
68. No development without approved fire department access and water for fire protection.
69. Emergency vehicle access shall be 20 feet in width. A minimum of 18 feet from centerline to flow line shall be provided for Road Section C-C. Vista Court shall be marked as one-way traffic and median and center circle marked as "Fire Lane" "No Parking." A "Fire Lane" "No Parking" shall be marked on one side of Island Drive where it narrows to 30 feet. Bridge shall be designed and engineered to CalTrans' standards. A residential fire sprinkler system shall be provided for each island parcel (Lots 12-22) in lieu of a secondary fire access.

Development Services

70. Subdivision Improvement Plans shall be approved by Public Works/Development Services.
71. Grading and building permits for all new construction shall be obtained from Development Services.

Salida Fire Protection District

72. This project will be subject to CEQA Fire Service Impact Mitigation Fees as adopted by the District Board of Directors and currently in place at the time of issuance of construction permits. In addition, attached garages of 800 square feet and greater shall be subject to fees, which will be calculated to include the full sum of garage footage.
73. All buildings constructed shall meet the District's requirements for on-site water for fire protection and/or fire hydrants and hydrant locations, blue reflective street hydrant markers, sprinkler and alarms systems, key-box rapid entry systems, adherence to all applicable codes and ordinances, etc.
74. All buildings of 5,000 square feet and greater shall be required to have fire sprinklers.
75. All traffic signals installed and/or retrofitted due to proposed project shall meet the District's requirements for signal preemption.
76. All buildings located on or within the proposed island shall be required to have fire sprinklers.
77. The bridge, designed as an access for the island, shall meet CalTrans specifications.
78. Prior to, and during, combustible construction, the District shall approve provisions for serviceable fire vehicle access and fire protection water supplies.
79. Prior to development, the owner of the property(s) will be required to enter into an agreement with the Salida Fire Protection District. This must be done to insure that the owners of the proposed parcels will be paying a special tax that will reflect the actual costs of providing fire and life safety services. This is required because the existing assessment does not meet this standard and any additional development will have further negative financial impact on the fire district.

Stanislaus County Department of Parks and Recreation

80. Prior to issuance of residential building permits within the project area applicant shall pay park mitigation fees in an amount consistent with the County-wide rate adopted by the Board of Supervisors. Payment for and implementation of Stanislaus County neighborhood park requirements shall be confirmed by the County Parks Department.

San Joaquin Valley Air Pollution Control District

81. The project is to comply with District Regulation VIII (Fugitive Dust Prohibitions) during all parts of the construction phase.
82. Any operations and/or equipment subject to the District's "Permit to Operate" requirements must obtain an "Authority to Construct (ATC)" from the District.

STANCOG

83. Project shall comply with Mitigation Measures on Page 17, Item #5 and Page 18, Item #6 as recommended by the applicant's Traffic Impact Analysis dated March 14, 2003. (Note that Mitigation Measure #11, as listed in the project Initial Study, Mitigated Negative Declaration and Mitigation Monitoring Plan requires applicant to comply with all mitigation measures within the Traffic Report). The County Public Works Department shall be responsible for implementing traffic mitigation at appropriate time and to appropriate standards.

EXHIBIT "C"

Special Conditions: None.

8/21/12 C-1

August 20, 2012 (11:15am)

BOARD OF SUPERVISORS

2012 AUG 20 P 12:50

STANISLAUS COUNTY BOARD OF SUPERVISORS

ATTN: Chairman William O'Brien, Vice-Chairman Vito Chiesa, Mr. Terry Withrow,
Mr. Dick Monteith, Mr. Jim DeMartini

1010 10th Street, Suite 6500

Modesto, CA 95354

delivered via email: William.Obrien@stancounty.com, Vito.Chiesa@stancounty.com,
Terry.Withrow@stancounty.com, Dick.Monteith@stancounty.com, Jim.DeMartini@stancounty.com

re: August 21, 2012 Board Agenda Item #C-1 – To approve Subdivision
Improvement Agreement (“SIA”) between Bank of Stockton and Stanislaus
County for the Del Rio LAGO subdivision

Dear Chairman O'Brien and other Board of Supervisors,

In regards to the above action item to be heard by you on August 21, 2012, there is an important need to modify the “SIA” agreement and its documents before you discuss and vote on a suggested approval of this matter.

Nowhere in the “Subdivision Improvement Agreement For Del Rio Lago Subdivision”, Exhibit “A”, Del Rio Lago final subdivision map/s (2003-06), Exhibit “B”, “Development Standards and Development Schedule” or Exhibit “C” does it indicate *what “type” of housing will be the standard and built for the 47 mentioned residential properties.*

It is extremely important to cite the property type as single family residence or single townhome in the Development Standards document (Exhibit “B” or “C”) - so that any future builder or property owner will clearly understand what is allowed.

Failing to cite this “major” requirement in the document would be a direct cause of uncertainty and misinterpretation by developer/s or others of the “intent” of the project and as represented to the public, and the General Plan and 1992 Del Rio Community Plan.

The 1992 Del Rio Community Plan clearly states that the character of Del Rio is “single family residences.” Any other property type other than single family residence (“SFR”) or single townhomes would constitute high-density building per lot size as referenced on the final recorded subdivision map. High density building in Area 1 is in violation of the 1992 Del Rio Community Plan and Stanislaus County General Plan.

The “Development Standards and Development Schedule” is an important document for future developers or single property owner’s builders to abide by. Failing to cite the building type in this document (before it is fully signed, becomes a contract, and is voted

To: Stanislaus County Board of Supervisors, August 20, 2012 Minighini letter, Pg.2 of 2.
re: BOS August 21, 2012 Board Agenda Item #C-1: Del Rio Lago SIA Agreement
and Development Standards and Development Schedule Document – major omission.

on by the Board) would subject the building document to uncertainty, future misinterpretation, an example of a poorly written contract leading to possible litigation on the basis of violating the General Plan and 1992 Del Rio Community Plan's mandate of "low-density" building for Area 1 - if future property building was completed other than single family residence or single townhome building.

There is no need to create documents today that would be injurious in the future to the Del Rio community, would be misleading to the public, or would violate the General Plan or 1992 Del Rio Community Plan, and would result in being the direct cause of future litigation being initiated by the Del Rio community.

It is only proper that Stanislaus County take responsibility to modify the document immediately - before it is signed by all parties, voted on, and recorded, to ensure that the building document is very clear to everyone that reads it, and represents the proper building type of "single family residence" or "single townhome" (which is in compliance with "low-density" building for Area 1 under the County General Plan and 1992 Del Rio Community Plan.)

Thank you for upholding the contractual agreements that govern building in Del Rio, and which protect residents' rights and the character of Del Rio community.

Sincerely,

D. Minighini
Del Rio resident
(Approved & signed in lieu of signature. Scanning not available.)

cc: George@petrulakis.com (G.Petrulakis, attorney for Bank of Stockton)