

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

DEPT: Public Works

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE March 10, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval and Acceptance of the Subdivision Improvements for Tentative Parcel Map 2004-03 Diablo Grande, The Vineyards I

STAFF RECOMMENDATIONS:

1. Find that all subdivision improvements for tentative parcel map 2004-03 Diablo Grande, The Vineyards I required by the Subdivision Improvement Agreement and executed by Western Pacific Housing, Inc., have been installed to the satisfaction of Stanislaus County, Western Hills Water District, and Diablo Grande Limited Partnership.
2. Find that the said agreement was recorded on March 24, 2006, as Document No. 2006-0044665-00 and filed with the Stanislaus County Clerk Recorder's Office.

(Continue Page 2)

FISCAL IMPACT:

The applicant paid the applicable County fees. The road improvements are private and will be maintained by a homeowners' association.

BOARD ACTION AS FOLLOWS:

No. 2015-95

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien
 and approved by the following vote,
 Ayes: Supervisors: O'Brien, Chiesa, Monteith, De Martini, and Chairman Withrow
 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:

ATTEST: Christine Ferraro
 CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS (Continued):

3. Authorize the release of Performance Bond No. SU5016360 issued by Arch Insurance Group in the amount of \$591,555 pursuant to section 66499.7(a) of the Subdivision Map Act, for faithful performance of the Subdivision Improvement Agreement for Vineyards I off-site North Parkway work. Also authorize the release of Performance Bond SU5016357 issued by Arch Insurance Group in the amount of \$2,013,428 for faithful performance of the Subdivision Improvement Agreement for Vineyards I on-site work.
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. SU5016360 and SU5016357 issued by Arch Insurance Group in the amount of \$295,777 and \$1,006,714 for payment of labor and materials for the off-site and on-site work, respectively.

DISCUSSION:

Diablo Grande is a private development located within western Stanislaus County on the eastern slope of the Coast Mountain Range. Diablo Grande, Vineyards I is a subdivision of 66 residential lots. The lots in this subdivision range from approximately 5,000 square feet to 16,300 square feet.

The development is served with public water and sewer by the Western Hills Water District. A homeowners' association was formed to maintain private portions of the development's residential infrastructure. The homeowner's association maintains the Diablo Grande area roadways and storm drainage system. A positive storm drainage system services the subdivision. The system is in conformance with the Tentative Map, the Environment Impact Report (EIR), and the Specific Plan.

The Subdivision Improvement Agreement for Diablo Grande, The Vineyards I, was executed by Western Pacific Housing, Inc., and the Stanislaus County Board of Supervisors Stanislaus County, on March 21, 2006, and recorded on March 24, 2006, as Instrument No. 2006-0044665-00 and filed with the Stanislaus County Clerk Recorder's Office. Western Pacific Housing, Inc. is part of the DR Horton company. DR Horton is the company requesting the acceptance of the improvements and the release of the bonds.

Western Hills Water District and Diablo Grande Limited Partnership were the entities responsible for inspecting and maintaining the improvements at Diablo Grande. The Diablo Grande Limited Partnership declared bankruptcy in March of 2008. The engineer for the Western Hills Water District has provided the necessary documentation and inspections of the improvements for The Vineyards I subdivision. Per the Conditions of Approval and the Subdivision Improvement Agreement, condition number 14, "All improvements shall be constructed to either Stanislaus County, Diablo Grande, or Western Hills Water District Standards and Specifications as approved by the Stanislaus County Board of Supervisors." The district engineer has provided written documentation detailing the condition of the subdivision improvements and recommends the acceptance of the improvements and the release of the bonds.

Approval and Acceptance of the Subdivision Improvements for Tentative Parcel Map 2004-03
Diablo Grande, The Vineyards I

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 ensuring that the subdivision improvements were installed in a safe and orderly manner.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

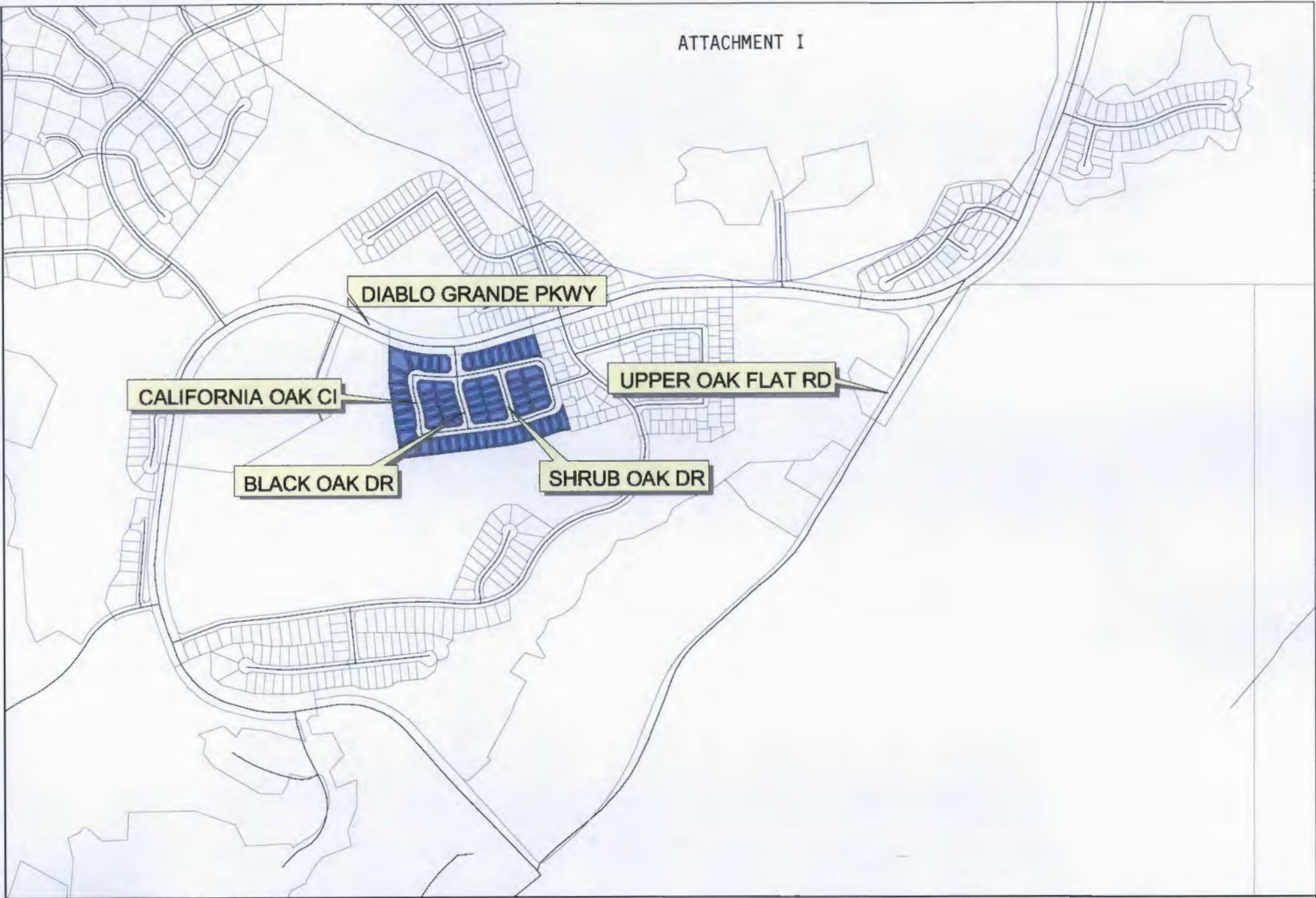
Matt Machado, Public Works Director. Telephone: (209) 525-4130.

ATTACHMENTS:

1. Map of Diablo Grande, Vineyards I
2. Vineyards I WHWD Bond Release Report

AH: dm

H:\SERVICES\2008 Board Items\Vineyards I and II



Diablo Grande, Vineyards I

354 0 354 708 Feet



This map is for display purposes only.



Map printed: 9/16/2008



Diablo Grande

General Location

2083 0 2083 4166 Feet

This map is for display purposes only.



Map printed: 9/16/2008



DIABLO GRANDE CALIFORNIA



Vineyard I Subdivision

WHWD Bond Release Report

December 1, 2014



2-4-15

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- A. Bond's and Engineers Estimate of Probable Costs
- B. Vineyard's I As-Built Drawings
- C. Pad As-Built Lot Certification
- D. Final subdivision grading report
- E. Subdivision Photographs

Vineyard I Subdivision

WHWD Bond Release Report

1.0 INTRODUCTION

The Vineyards I Project at Diablo Grande is a 66 unit residential development at Diablo Grande. The project fronts Diablo Grande Parkway along its northern edge. The project was originally started by Western Pacific Housing, Inc. Subdivision bonds were provided to Stanislaus County for recordation of the Vineyards 1 Final Map in September 2005. Thompson Hysell Engineers completed the improvement plans in November 2005. Over the course of the project, Western Pacific Housing, Inc. was purchased by DR Horton, Inc.

The majority of the Vineyards I project was constructed between November 2005 and 2006. House construction began and occupancy of units started shortly thereafter.

WHWD has been working with DR Horton staff over the last several years to complete construction of the project. DR Horton staff has now requested that WHWD assist in releasing the subdivision bonds originally posted for the project. A preliminary punch list for outstanding, unfinished or incomplete items was prepared by WHWD staff in April 2010. The final items on the list were completed in September 2013.

Most of the subdivision has been built out. Only five (5) parcels remain vacant the remainder of the subdivision is built out with single family homes.

2.0 BONDS

In order to record the final map for the project, subdivision bonds were posted with Stanislaus County. These bonds were based on the Engineer's Opinion of Probable Costs. For the Vineyards I project, the following bonds were provided:

Within the Subdivision (Bond Number SU 5016357):

- A. Performance : \$2,013,427.50 (100% of Engineer's Estimate +10% contingency)
- B. Labor and materials : \$1,006,713.75 (50% of total Engineer's Estimate +10% contingency)

Off Site – North (Diablo Grande) Parkway (Bond Number SU 5016360):

- A. Performance : \$591,554.50 (100% of Engineer's Estimate +10% contingency)
- B. Labor and materials : \$295,777.25 (50% of total Engineer's Estimate +10% contingency)

Copies of these bonds and Engineer's Opinions of Probable Costs are included in Appendix A.

3.0 APPROVED PLANS & AS-BUILT DRAWINGS

The improvement plans for the project were approved the various agencies in November 2005. This included approvals from WHWD, Stanislaus County Public Works, West Stanislaus Fire District and the Stanislaus Count Planning Department. Dry utilities (phone, electricity and propane) were covered under a separate set of plans.

Copies of the Vineyards I as-built drawings can be found in Appendix B. There plans were provided by the DR Horton to the WHWD in hard copy mylar format. WHWH is responsible for storing these drawings.

4.0 EARTHWORK

The Vineyard required grading throughout the site to create the lot and roads. Appendix C contains the pad as-built lot certification from Stantec for the Vineyards I Subdivision.

Included in Appendix D is the final subdivision grading report prepared by Terrasearch, Inc. Compaction and observation generated by Terrasearch was reviewed by WHWD. These reports indicate the earthwork for the project was in conformance with the plans and specifications.

5.0 ROADWAYS

The roadway structural section within subdivision is 0.25' AC over 0.96' AB. The structural section for roads outside the subdivision was 0.33' AC over 1.42 AB for Diablo Grande Parkway and 0.29' AC over 1.08' AB for Grapevine Drive. All road work for the project appears to be in substantial conformance with the approved plans.

During work on the punch list items sections of curb and gutter and asphalt sections were repaired or replaced. WHWD staff also confirmed that the structural section dimensions appear to be in substantial conformance with the approved plans.

Roadway stripping striping and signage for the project was reviewed. All roadway stripping and signage appears to be in substantial conformance with the approved plan. Most of the stripping was installed in 2007; some of it appears worn but still serviceable.

6.0 WATER SYSTEM

The water distribution system and appurtenances within the project were observed by WHWD staff during construction. All water distribution pipelines and appurtenances were built in conformance with the subdivision improvement plans.

The project has been essentially completed for a number of years with just a few lots vacant lots. The water system for the Vineyard I Subdivision has been functioning without issue since 2006. Hydrants within the project have been flow tested by the West Stanislaus Fire Protection District. WHWD has not had any issues with the waterlines and appurtenances within the project.

Individual water services for each lot have been constructed for each lot and have been verified by WHWD staff.

7.0 SANITARY SEWER

The sanitary sewer pipelines and appurtenances within the project were observed by WHWD staff during construction. All pipelines and appurtenances were built in conformance with the subdivision improvement plans.

The project has been essentially completed for a number of years with just a few lots vacant lots. The sanitary sewer collection system for the Vineyard I Subdivision has been functioning without issue since 2006. WHWD has not had any issues with the sanitary sewer collection system within the project. To date, there have been no sanitary system overflows for any facilities owned and operated by WHWD.

An individual sewer service for each lot has been constructed for each lot and has been verified by WHWD staff.

8.0 STORM DRAIN

Storm Drain structures and pipelines were observed by WHWD staff during construction. All storm drainage structures and pipelines were built in conformance with the subdivision improvement plans.

The project has been essentially completed for a number of years with just a few lots vacant lots. The storm drainage system for the Vineyard I Subdivision has been functioning without issue since 2006.

9.0 CONCRETE WORK

The project contains has a number of concrete structures. These structures include drive over curbs, return ramps, sidewalk and island curbing. All appear to be constructed in conformance with the approved plans.

10.0 FENCING

The fencing and walls within the project appears to be installed at the locations at or near the plan locations. All fencing and walls were built in conformance with the subdivision improvement plans.

11.0 JOINT TRENCH UTILITIES

The joint trench utilizes one trench for a number of utilities including propane, electrical and telephone. These utilities were observed installed to the various lots during construction on the project. Stub outs for the various joint trench utilities can be found above grade behind the back of walk for the vacant lots.

12.0 STREET LIGHTING

The Vineyards I improvement plans proposed electroliers as shown on sheet 15 and the various details. Street lighting appears to be installed at the locations at or near the plan locations. The electrolier styles match the styles used in several other subdivisions within Diablo Grande. Visual daytime and nighttime observations of the street lights indicate that all street lights were functioning and no deficiencies were observed.

13.0 COMPLETED IMPROVEMENTS

In addition to the as-built drawings, WHWD has taken photographs throughout the project in order to document the constructed improvements and their present condition. The photographs illustrate a fully functioning neighborhood with all improvements installed and serving their intended purpose. The photographs are located in Appendix E.

14.0 RECOMMENDATIONS FOR RELEASE OF BONDS

Based on WHWD review of the constructed improvements, as-built plans provided by DR Horton, and the bonds provided for the project, it appears the improvements for the project are all in substantial conformance with the approved plans by the various agencies. WHWD recommend the County release Bond Number SU 5016357 and Bond Number SU 5016360.



DEPARTMENT OF PUBLIC WORKS

George Stillman
Director

1010 10TH Street, Suite 3500, Modesto, CA 95354
Phone: 209.525.6550

RECEIVED
AUG 24 2005
D.A. HORTON
BAY AREA DIVISION

pg 5 of 5
+ Agreement
& Bond Forms

August 24, 2005

Mr. Peter Lezak
Western Pacific Housing, Inc
6658 Owens Drive
Pleasanton, CA 94588

SUBJECT: Tentative Map No. 2004-03 - Final Map - The Vineyards I

Dear Mr. Lezak:

Listed below are the items that must be completed or received prior to the final map being sent to the Board of Supervisors for approval and recording:

1. The final map must have all required signatures, be in proper form for recording and the checking and recording fees must be paid.
2. The three originals of the enclosed Subdivision Improvement Agreement need to be signed in **blue ink** by the subdivider. The subdivider's signature must be notarized and an acknowledgment slip attached to each copy of the agreement.
3. Proof of Insurance, in the amounts listed in the Insurance Section of the Subdivision Improvement Agreement, must be provided to Public Works.
4. Subdivision bonds, conforming to the enclosed samples, must be provided in the following amounts for the improvements:

Within the subdivision:

- A. Performance: \$2,013,427.50 (100% of Engineer's Estimate + 10% cont.)
- B. Labor and Materials: \$1,006,713.75 (50% of total Engineer's Estimate + 10% cont.)

Off-site - North Parkway:

- A. Performance: \$591,554.50 (100% of Engineer's Estimate + 10% cont.)
- B. Labor and Materials: \$295,777.25 (50% of total Engineer's Estimate + 10% cont.)

Please note that the bond amounts for each particular bond may be combined to provide two bonds instead of four. However, if done so, the bonds will not be released until all of the improvements have been completed and acknowledged by the Stanislaus County Board of Supervisors.



Arch Contractors & Developers Group, 135 N. Los Robles Ave., Ste. 825, Pasadena, CA 91101

PERFORMANCE BOND

Bond No. SU5016357

Whereas, The Board of Supervisors of the County of Stanislaus, State of California, and **Western Pacific Housing, Inc.** (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project **Vineyards I at Diablo Grande – OnSite**, is hereby referred to and made a part hereof; and

Whereas, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and **Arch Insurance Company**, as surety, who is authorized to transact a surety business in the State of California, are held and firmly bound unto the County of Stanislaus (hereinafter called "county"), in the penal sum of **Two Million, Thirteen Thousand, Four Hundred Twenty Seven and 50/100 dollars (\$2,013,427.50)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless county, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

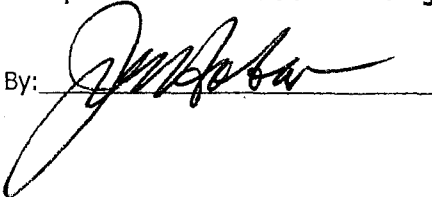
As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and included in any judgements rendered.

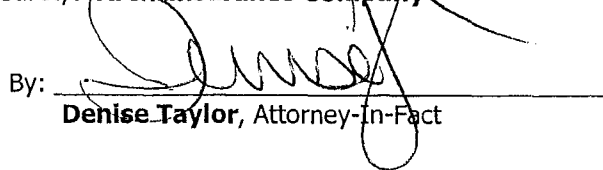
The surety hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on **September 19, 2005**.

Principal: **Western Pacific Housing, Inc.**

Surety: **Arch Insurance Company**

By: 

By: 
Denise Taylor, Attorney-In-Fact

C/O WILLIS OF FLORIDA
3000 BAYPORT DRIVE, #300
TAMPA, FL 33607
INQUIRIES: (813) 281-2095

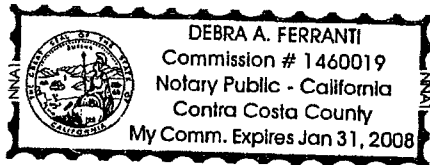
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of ALAMEDA } ss.

On September 19, 2005 before me, Debra A. Ferranti
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared JOE HOBAN
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Debra A. Ferranti
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND #545016357

Document Date: 9/19/05 Number of Pages: 3

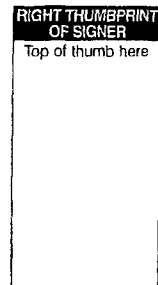
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: JOE HOBAN

- Individual
- Corporate Officer — Title(s): SR-VICE-PRESIDENT
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



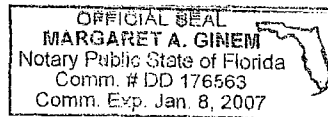
ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 19th day of **September**, 2005 before me, personally came **Denise Taylor**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature *Margaret A. Ginem*
Margaret A. Ginem



This area for Official Notarial Seal

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Aneff Cardinale, David H. Carr, James W. Dunn, Denise Taylor, Pamela Miller, Pamela L. Morgan and Kimberly A. Tavernier of Tampa, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 26th day of October, 2004.

Arch Insurance Company

Attested and Certified



[Handwritten signature of Joseph S. Labell]

Joseph S. Labell, Corporate Secretary

[Handwritten signature of Thomas P. Luckstone]

Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Labell personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



[Handwritten signature of Melissa B. Gilligan]

Melissa B. Gilligan, Notary Public
My commission expires 2-28-05

CERTIFICATION

I, Joseph S. Labell, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 26, 2004 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 19th day of September, 2005.

[Handwritten signature of Joseph S. Labell]

Joseph S. Labell, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



Office: Kansas City, MO



ARCH Insurance Company

ARCH Surety

NOTICE – DISCLOSURE OF TERRORISM PREMIUM

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Arch Insurance Company is the surety.

DISCLOSURE OF PREMIUM

The portion of the premium attributable to coverage for terrorist acts certified under the Act is Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable insurer deductible.



Arch Contractors & Developers Group, 135 N. Los Robles Ave., Ste. 825, Pasadena, CA 91101

LABOR AND MATERIALS BOND

Bond No. SU5016357

Whereas, The Board of Supervisors of the County of Stanislaus, State of California, and Western Pacific Housing, Inc. (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, _____, and identified as project Vineyards I at Diablo Grande – Onsite, is hereby referred to and made a part hereof; and

Whereas, Under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with County of Stanislaus to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned as corporate surety, who is authorized to transact a surety business in the State of California, are held firmly bound unto the County of Stanislaus and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of One Million, Six Thousand, Seven Hundred Thirteen and 75/100 dollars (\$1,006,713.75), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also incase suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

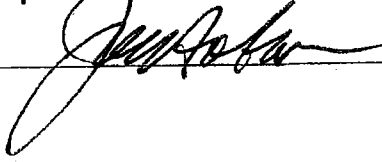
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on September 19, 2005.

Principal: Western Pacific Housing, Inc.

By: _____



Surety: Arch Insurance Company

By: _____

Denise Taylor, Attorney-In-Fact

C/O WILLIS OF FLORIDA
3000 BAYPORT DRIVE, #300
TAMPA, FL 33607
INQUIRIES: (813) 281-2095

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

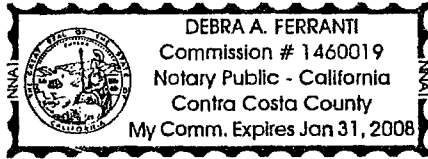
State of California }
County of ALAMEDA } ss.

On September 19, 2005 before me, Debra A. Ferranti
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JOE HOBAN
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Debra A. Ferranti
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: LABOR + MATERIALS Bond

Document Date: September 19, 2005 Number of Pages: 3

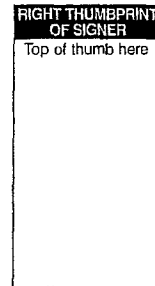
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: JOE HOBAN

- Individual
- Corporate Officer — Title(s): SR-VICE PRESIDENT
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



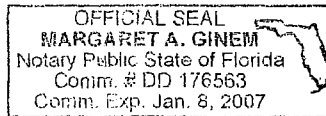
ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 19th day of **September, 2005** before me, personally came **Denise Taylor**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature *Margaret A. Ginem*
Margaret A. Ginem



This area for Official Notarial Seal

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Anett Cardinale, David H. Carr, James W. Dunn, Denise Taylor, Pamela Miller, Pamela L. Morgan and Kimberly A. Tavernier of Tampa, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 26th day of October, 2004.

Arch Insurance Company

Attested and Certified



[Handwritten signature of Joseph S. Labell]

Joseph S. Labell, Corporate Secretary

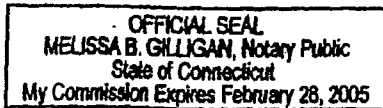
[Handwritten signature of Thomas P. Luckstone]

Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Labell personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



[Handwritten signature of Melissa B. Gilligan]

Melissa B. Gilligan, Notary Public
My commission expires 2-28-05

CERTIFICATION

I, Joseph S. Labell, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 26, 2004 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 19th day of September, 2005.

[Handwritten signature of Joseph S. Labell]

Joseph S. Labell, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



ne Office: Kansas City, MO



ARCH Insurance Company

ARCH Surety

NOTICE – DISCLOSURE OF TERRORISM PREMIUM

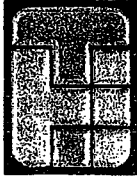
In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Arch Insurance Company is the surety.

DISCLOSURE OF PREMIUM

The portion of the premium attributable to coverage for terrorist acts certified under the Act is Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable insurer deductible.



THOMPSON-HYSELL ENGINEERS

a division of The Keith Companies, Inc.

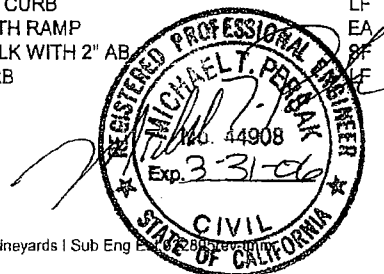
PLANNING ■ ENGINEERING ■ SURVEYING

1016 12th Street ■ Modesto, CA 95354 ■ (209) 521-8986 ■ FAX (209) 521-9045

02/22/05
Job #121496.50.000

ENGINEER'S OPINION OF PROBABLE COSTS
FOR
VINEYARDS I SUBDIVISION AT DIABLO GRANDE
STANISLAUS COUNTY, CA

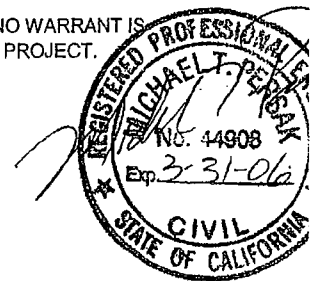
ITEM	DESCRIPTION	UNIT	QUAN.	UNIT COST	AMOUNT
A. SITE PREPARATION					
1.	CLEAR AND GRUB	LS	1	\$7,000.00	\$7,000.00
2.	STRIP TO BASIN STOCKPILE	CY	56,600	\$2.00	\$113,200.00
3.	COMPACT IMPORT	CY	28,500	\$1.25	\$35,625.00
4.	EXCAVATION	CY	20,600	\$4.00	\$82,400.00
5.	FINAL GRADING	EA	66	\$650.00	\$42,900.00
6.	BACKFILL SIDEWALK	SF	14,348	\$0.75	\$10,761.00
SUB-TOTAL					\$291,886.00
B. WATER					
1.	8" WATER PVC C-900	LF	3,129	\$28.00	\$87,612.00
2.	6" WATER PVC C-900	LF	985	\$22.00	\$21,670.00
3.	8" GATE VALVE	EA	17	\$950.00	\$16,150.00
4.	HYDRANT, BURY, AND GATE VALVE	EA	4	\$3,000.00	\$12,000.00
5.	1" HOUSE SERVICE	EA	66	\$600.00	\$39,600.00
6.	2" WATER SERVICE FOR LANDSCAPE IRRIGATION	EA	1	\$800.00	\$800.00
7.	CONNECT TO EXISTING	EA	2	\$2,000.00	\$4,000.00
8.	PRV STATION	LS	1	\$50,000.00	\$50,000.00
9.	BLOW OFF	EA	1	\$1,500.00	\$1,500.00
SUB-TOTAL					\$233,332.00
C. SANITARY SEWER					
1.	8" SEWER PVC SDR-35	LF	2,171	\$30.00	\$65,130.00
2.	STANDARD SEWER MANHOLE	EA	18	\$2,800.00	\$50,400.00
3.	4" STANDARD LATERAL	EA	66	\$400.00	\$26,400.00
4.	CONNECT TO EXISTING	EA	1	\$2,000.00	\$2,000.00
SUB-TOTAL					\$143,930.00
D. STORM DRAINAGE					
1.	18" STORM DRAIN PVC SDR-35	LF	46	\$55.00	\$2,530.00
2.	15" STORM DRAIN PVC SDR-35	LF	821	\$50.00	\$41,050.00
3.	12" STORM DRAIN PVC SDR-35	LF	531	\$45.00	\$23,895.00
4.	CURB INLETS	EA	9	\$1,750.00	\$15,750.00
5.	STANDARD MANHOLE (TYPE 1)	EA	11	\$2,800.00	\$30,800.00
6.	CONNECT TO EXISTING	EA	1	\$2,000.00	\$2,000.00
SUB-TOTAL					\$116,025.00
E. CONCRETE					
1.	DRIVEOVER CURB	LF	4,875	\$18.00	\$87,750.00
2.	RETURN WITH RAMP	EA	18	\$400.00	\$7,200.00
3.	4.5' SIDEWALK WITH 2" AB	SF	22,555	\$4.50	\$101,497.50
4.	ISLAND CURB	EA	163	\$22.00	\$3,586.00
SUB-TOTAL					\$200,033.50



ITEM	DESCRIPTION	UNIT	QUAN.	UNIT COST	AMOUNT
F. PAVING					
1.	0.25' AC/0.40' AB	SF	100,164	\$3.25	\$325,533.00
SUB-TOTAL					\$325,533.00
G. ELECTROLIER					
1.	150W HPS ELECTROLIER	EA	11	\$4,200.00	\$46,200.00
SUB-TOTAL					\$46,200.00
H. STRIPING AND SIGNAGE					
1.	STRIPING	LS	1	\$5,000.00	\$5,000.00
2.	STREET NAME SIGNS	EA	8	\$800.00	\$6,400.00
SUB-TOTAL					\$11,400.00
I. FENCING					
1.	SAFETY FENCE	LF	2,000	\$4.50	\$9,000.00
2.	6' MASONRY WALL	LF	975	\$140.00	\$136,500.00
3.	RETAINING WALL (1'-2')	LF	428	\$70.00	\$29,960.00
4.	RETAINING WALL (2'-4')	LF	134	\$110.00	\$14,740.00
SUB-TOTAL					\$190,200.00
J. EROSION CONTROL					
1.	HYDROSEED	LS	1	\$5,000.00	\$5,000.00
2.	WADDLE/SILT FENCE	LF	5,100	\$5.00	\$25,500.00
3.	SWPP INLETS	EA	9	\$900.00	\$8,100.00
4.	CONSTRUCTION ENTRANCE	EA	1	\$1,500.00	\$1,500.00
5.	CONCRETE WASH OUT	EA	1	\$750.00	\$750.00
SUB-TOTAL					\$40,850.00
K. DRY UTILITIES					
1.	JOINT TRENCH	EA	66	\$3,500.00	\$231,000.00
SUB-TOTAL					\$231,000.00
GRAND TOTAL					\$1,830,389.50

NOTES:

1. THIS ENGINEER'S OPINION IS BASED ON IMPROVEMENT PLANS NOT YET APPROVED BY STANISLAUS COUNTY OR WESTERN HILLS WATER DISTRICT. CHANGES OR INCREASES REQUIRED BY GOVERNING AGENCIES OR UTILITY COMPANIES MAY OCCUR PRIOR TO CONSTRUCTION.
2. THIS ENGINEER'S OPINION DOES NOT INCLUDE ANY REIMBURSEMENT OR CREDITS WHICH THIS PROJECT MAY BE ELIGIBLE FOR.
3. THOMPSON-HYSELL ENGINEERS ASSUMES NO LIABILITY FOR CHANGES OR INCREASES REQUIRED BY GOVERNING AGENCIES OR UTILITY COMPANIES.
4. UNIT PRICES ARE BASED ON REVIEW OF RECENT BIDS ON SIMILAR PROJECTS. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO ACCURACY OF SAID PRICES AS APPLIED TO THIS PROJECT.





Arch Contractors & Developers Group, 135 N. Los Robles Ave., Ste. 825, Pasadena, CA 91101

PERFORMANCE BOND

Bond No. SU5016360

Whereas, The Board of Supervisors of the County of Stanislaus, State of California, and **Western Pacific Housing, Inc.** (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project **Vineyards I at Diablo Grande - Offsite, North Parkway**, is hereby referred to and made a part hereof; and

Whereas, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and **Arch Insurance Company**, as surety, who is authorized to transact a surety business in the State of California, are held and firmly bound unto the County of Stanislaus (hereinafter called "county"), in the penal sum of **Five Hundred Ninety One Thousand, Five Hundred Fifty Four and 50/100 dollars (\$591,554.50)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless county, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and included in any judgements rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on **September 19, 2005**.

Principal: **Western Pacific Housing, Inc.**

By: _____

Surety: **Arch Insurance Company**

By: _____

Denise Taylor, Attorney-In-Fact

C/O WILLIS OF FLORIDA
3000 BAYPORT DRIVE, #300
TAMPA, FL 33607
INQUIRIES: (813) 281-2095

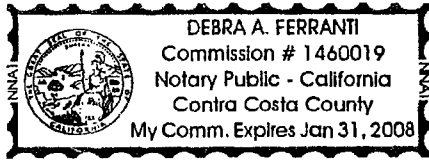
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of ALAMEDA } ss.

On September 19, 2005 before me, Debra A. Ferranti
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared JOE HOBAN
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Debra A. Ferranti
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond # SU 5016360

Document Date: September 19, 2005 Number of Pages: 3

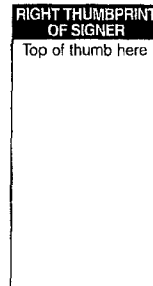
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: JOE HOBAN

- Individual
- Corporate Officer — Title(s): SR. VICE PRESIDENT
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



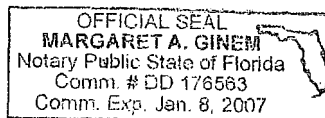
ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 19th day of **September, 2005** before me, personally came **Denise Taylor**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature *Margaret A. Ginem*
Margaret A. Ginem



This area for Official Notarial Seal

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Anett Cardinale, David H. Carr, James W. Dunn, Denise Taylor, Pamela Miller, Pamela L. Morgan and Kimberly A. Tavernier of Tampa, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 26th day of October, 2004.

Arch Insurance Company

Attested and Certified



[Handwritten signature of Joseph S. Labell]

Joseph S. Labell, Corporate Secretary

[Handwritten signature of Thomas P. Luckstone]

Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Labell personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



[Handwritten signature of Melissa B. Gilligan]
Melissa B. Gilligan, Notary Public
My commission expires 2-28-05

CERTIFICATION

I, Joseph S. Labell, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 26, 2004 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 19th day of September, 2005.

[Handwritten signature of Joseph S. Labell]
Joseph S. Labell, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



Office: Kansas City, MO



ARCH Insurance Company

ARCH Surety

NOTICE – DISCLOSURE OF TERRORISM PREMIUM

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Arch Insurance Company is the surety.

DISCLOSURE OF PREMIUM

The portion of the premium attributable to coverage for terrorist acts certified under the Act is Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable insurer deductible.



Arch Contractors & Developers Group, 135 N. Los Robles Ave., Ste. 825, Pasadena, CA 91101

LABOR AND MATERIALS BOND

Bond No. SU5016360

Whereas, The Board of Supervisors of the County of Stanislaus, State of California, and Western Pacific Housing, Inc. (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, _____, and identified as project Vineyards I at Diablo Grande - Offsite, North Parkway, is hereby referred to and made a part hereof; and

Whereas, Under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with County of Stanislaus to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned as corporate surety, who is authorized to transact a surety business in the State of California, are held firmly bound unto the County of Stanislaus and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Two Hundred Ninety Five Thousand, Seven Hundred Seventy Seven and 25/100 dollars (\$295,777.25), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also incase suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

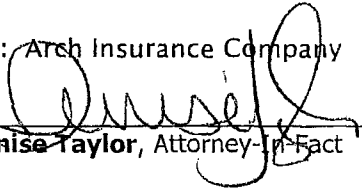
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on September 19, 2005.

Principal: Western Pacific Housing, Inc.

By: 

Surety: Arch Insurance Company

By: 
Denise Taylor, Attorney-In-Fact

C/O WILLIS OF FLORIDA
3000 BAYPORT DRIVE, #300
TAMPA, FL 33607
INQUIRIES: (813) 281-2095

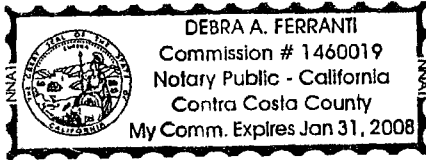
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of ALAMEDA } ss.

On September 19, 2005 before me, Debra A. Ferranti
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared JOE HOBAN
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Debra A. Ferranti
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Labor + Materials Bond # 545016360

Document Date: September 19, 2005 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: JOE HOBAN

- Individual
- Corporate Officer — Title(s): SR. VICE PRESIDENT
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



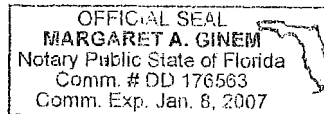
ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH } SS.

On this 19th day of **September, 2005** before me, personally came **Denise Taylor**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature Margaret A. Ginem
Margaret A. Ginem



This area for Official Notarial Seal

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Anett Cardinale, David H. Carr, James W. Dunn, Denise Taylor, Pamela Miller, Pamela L. Morgan and Kimberly A. Tavernier of Tampa, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 26th day of October, 2004.

Arch Insurance Company

Attested and Certified



[Handwritten signature of Joseph S. Labell]

Joseph S. Labell, Corporate Secretary

[Handwritten signature of Thomas P. Luckstone]

Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Labell personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



[Handwritten signature of Melissa B. Gilligan]
Melissa B. Gilligan, Notary Public
My commission expires 2-28-05

CERTIFICATION

I, Joseph S. Labell, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 26, 2004 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 19th day of September, 2005.

[Handwritten signature of Joseph S. Labell]
Joseph S. Labell, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



Office: Kansas City, MO



ARCH Insurance Company

ARCH Surety

NOTICE – DISCLOSURE OF TERRORISM PREMIUM

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Arch Insurance Company is the surety.

DISCLOSURE OF PREMIUM

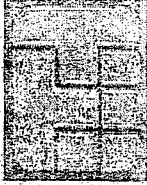
The portion of the premium attributable to coverage for terrorist acts certified under the Act is Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable insurer deductible.

APPENDIX A

Bonds and Engineer's Opinions of Probable Costs



THOMPSON-HYSELL ENGINEERS

a division of The Keith Companies, Inc.

PLANNING ■ ENGINEERING ■ SURVEYING

1016 12th Street ■ Modesto, CA 95354 ■ (209) 521-8986 ■ FAX (209) 521-9045

09/15/05
Job #121496.50.000

**SCHEDULE I
FOR
VINEYARDS I OFF-SITE -
NORTH PARKWAY IMPROVEMENTS
STANISLAUS COUNTY, CA**

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT COST	AMOUNT
A. CONCRETE					
1.	VERTICAL CURB	LF	1,211	\$15.00	\$18,165.00
2.	4.5' SIDEWALK WITH 2" AB	SF	6,166	\$4.50	\$27,747.00
3.	MEDIAN CURB	SF	6,376	\$15.00	\$95,640.00
			SUB-TOTAL		\$141,552.00
B. PAVING					
1.	0.30' AC/1.05' AB	SF	57,095	\$3.25	\$185,558.75
2.	MONUMENT WELLS	EA	2	\$350.00	\$700.00
			SUB-TOTAL		\$186,258.75
C. ELECTROLIER					
1.	150W HPS ELECTROLIER	EA	3	\$3,500.00	\$10,500.00
			SUB-TOTAL		\$10,500.00
D. FENCING					
1.	6' MASONRY WALL	LF	785	\$100.00	\$78,500.00
			SUB-TOTAL		\$78,500.00
E. STRIPING AND SIGNAGE					
1.	STRIPING	LS	1	\$1,000.00	\$1,000.00
			SUB-TOTAL		\$1,000.00
F. LANDSCAPING					
1.	LANDSCAPING AND IRRIGATION	SF	7,352	\$3.75	\$27,570.00
			SUB-TOTAL		\$27,570.00
G. MISCELLANEOUS					
1.	SAFETY FENCE	LF	1,400	\$4.50	\$6,300.00
			SUB-TOTAL		\$6,300.00
H. EROSION CONTROL					
1.	HYDROSEED	LS	1	\$800.00	\$800.00
2.	WADDLE/SILT FENCE	LS	1	\$2,500.00	\$2,500.00
3.	SWPP INLETS	LS	1	\$400.00	\$400.00
			SUB-TOTAL		\$3,700.00

Schedule I
 Vineyards I Off-Site
 North Parkway Improvements
 Job #121496.50.000
 09/15/05
 Page 2 of 2

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT COST	AMOUNT
I. DRY UTILITIES					
1.	T.I.D.	LF	1,500	\$45.00	\$67,500.00
2.	J.S. WEST	LS	1	\$0.00	\$0.00
3.	TELEPHONE	LS	1	\$0.00	\$0.00
4.	CABLE	LS	1	\$0.00	\$0.00
SUB-TOTAL					\$67,500.00
CONSTRUCTION TOTAL					\$522,880.75
15% CONTINGENCY					\$78,432.11
GRAND TOTAL					\$601,312.86

NOTES:

1. THIS ENGINEER'S OPINION IS BASED ON IMPROVEMENT PLANS NOT YET APPROVED BY STANISLAUS COUNTY OR WESTERN HILLS WATER DISTRICT. CHANGES OR INCREASES REQUIRED BY GOVERNING AGENCIES OR UTILITY COMPANIES MAY OCCUR PRIOR TO CONSTRUCTION.
2. THIS ENGINEER'S OPINION DOES NOT INCLUDE ANY REIMBURSEMENT OR CREDITS WHICH THIS PROJECT MAY BE ELIGIBLE FOR.
3. THOMPSON-HYSELL ENGINEERS ASSUMES NO LIABILITY FOR CHANGES OR INCREASES REQUIRED BY GOVERNING AGENCIES OR UTILITY COMPANIES.
4. UNIT PRICES ARE BASED ON REVIEW OF RECENT BIDS ON SIMILAR PROJECTS. NO WARRANT IS EXPRESSED OR IMPLIED AS TO ACCURACY OF SAID PRICES AS APPLIED TO THIS PROJECT.

APPENDIX B

Vineyards I As-Built Drawings

APPENDIX C

Pad As-Built Lot Certification



January 31, 2012

DR Horton, Inc.
6630 Owens Drive
Pleasanton, CA 94588
Attn: Dennis Hudspeth

Subject: Pad as-builts and certifications for The Vineyards 1 in Diablo Grande, Stanislaus County, CA

Dennis:

Stantec Consulting has completed the pad as-built survey for the above referenced subdivision located in Diablo Grande. The as-built pad elevations for all of the lots (1-67) substantially conform to the approved grading plan for the subdivision as prepared by Stantec dated 11-28-05.

Please accept this letter certifying the pad as-built elevations. If you have any questions please feel free to contact me at either of the numbers below.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Vance".

Ryan Vance, PLS
Geomatics Manager
Office: 209-492-5962
Cell: 209-233-2097
Email: ryan.vance@stantec.com



APPENDIX D

Final Subdivision Grading Report



Environmental • Geotechnical • Special Inspections • Materials Testing

TERRASEARCH INC.

SERVING NORTHERN CALIFORNIA SINCE 1969

Project No. 10213.GC1
21 February 2007

GEOTECHNICAL

GEOLOGICAL

ENVIRONMENTAL

SPECIAL
INSPECTIONS

MATERIALS
TESTING

Mr. Manual Aguiniga
D.R. Horton
1210 Central Blvd.
Brentwood, California 94513

Subject: The Vineyards I and II at Diablo Grande
Patterson, California
FINAL GRADING REPORT

References:

- 1) Geotechnical Investigation Report
By Terrasearch, Inc.
Dated 3 September 2004
- 2) Grading Plans
By Thompson-Hysell Engineers
Dated: November 2005

Dear Mr. Aguiniga,

At this time we have completed our observation and testing services during the grading for the subject project. This report provides a summary of the observation and testing performed during the grading activities.

Prior to mass grading, the site had sparse vegetation and was disked to blend vegetation with the native soil. The disked ground surface was ripped, moisture conditioned and compacted to a minimum relative compaction of 90%. Fill material consisting of on site material and import material from other sites within the Diablo Grande development was placed in thin lifts not exceeding 8 inches in uncompacted thickness and compacted to a minimum relative compaction of at least 90 % until the finished grade elevation shown on reference 2 was achieved.

The trench backfill for the sanitary sewer, storm drain, water and joint trench native material above the bedding and shading consisted of on site native material. The on site native backfill material was mechanically compacted to a minimum relative compaction of 90%

SAN JOSE:
6840 Via Del Oro
Suite 110
San Jose, CA 95119
(408) 362-4920
Fax: (408) 362-4926

LIVERMORE:
257 Wright Brothers Ave.
Livermore, CA 94551
(925) 243-6662
Fax: (925) 243-6663

SACRAMENTO:
4200 N. Freeway Blvd.
Suite 2
Sacramento, CA 95834
(916) 564-7809
Fax: (916) 564-7672

OAKLAND:
7700 Edgewater Dr.
Ste 847
Oakland, CA 94621
Phone: (510) 633-1332
Fax: (408) 362-4926

The subgrade for streets and roadways was ripped, moisture conditioned and compacted to a minimum relative compaction of 95%. Aggregate base material was placed and mechanically compacted to a minimum relative compaction of 95%.

The satisfactory placement of fill was determined by observation and performing in-place field density tests and laboratory compaction tests. The laboratory compaction tests were performed to determine the maximum dry density and optimum moisture content for the material used for fill. The compaction test was performed in accordance with Laboratory Test Procedure ASTM D1557-91.

In order to determine the percentage of maximum dry density (relative compaction) achieved during compaction, in-place densities and moisture contents were measured using nuclear gauge density test methods generally in accordance with ASTM 2922-91.

The grading activities carried out under our observation and testing have been satisfactorily performed in accordance with the above referenced report.

Should you have any questions relating to the contents of this letter, or should you require additional information, please contact our office at your convenience

Reviewed By:

Sincerely,
TERRASEARCH, inc.

Eric J. Swenson, P.E., GE, CEG
Geotechnical Construction Services Manager

Roger J. Wilcox
Staff Engineer

Copies: 2 to addressee

APPENDIX E

Subdivision Photographs

The following photographs illustrate that all the underground and above ground improvements for The Vineyards I at Diablo Grande have been successfully installed.

THE VINEYARDS I

1 – Diablo Grande Parkway looking east showing sidewalk & fence improvements



2 – Diablo Grande Parkway at Black Oak Parkway looking east



3 – Black Oak Drive at Diablo Grande Parkway looking south showing median



4 – California Oak Circle at Black Oak Drive looking west showing road improvements



5 – California Oak Circle at Black Oak Drive looking east



6 – NW corner of California Oak Drive looking south



THE VINEYARDS I

7 – SW corner of California Oak Drive looking west



8 – Black Oak Drive at California Oak Circle looking north



9 – Shrub Oak Drive at California Oak Circle looking north



10 – SE corner of California Oak Circle looking west



11 - SE corner of California Oak Circle looking north



12 – Red Pasture Drive at Grapevine Drive looking west



THE VINEYARDS I

13 – Grapevine Drive at Red Pasture looking north



14 – NE corner of California Oak Circle looking west



15 – Diablo Grande Parkway at Grapevine Drive looking west



DIABLO GRANDE CALIFORNIA



Vineyard I Subdivision

WHWD Bond Release Report

December 1, 2014

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5.0	Roadways.....	2
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7.0	Sanitary Sewer.....	3
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9.0	Concrete Work.....	3
10.0	Fencing.....	4
11.0	Joint Trench Utilities.....	4
12.0	Street Lighting.....	4
13.0	Completed Improvements.....	4
14.0	Recommendation for Release of Bonds.....	4

Appendix

- A. Bond's and Engineers Estimate of Probable Costs
- B. Vineyard's I As-Built Drawings
- C. Pad As-Built Lot Certification
- D. Final subdivision grading report
- E. Subdivision Photographs

Vineyard I Subdivision

WHWD Bond Release Report

1.0 INTRODUCTION

The Vineyards I Project at Diablo Grande is a 66 unit residential development at Diablo Grande. The project fronts Diablo Grande Parkway along its northern edge. The project was originally started by Western Pacific Housing, Inc. Subdivision bonds were provided to Stanislaus County for recordation of the Vineyards 1 Final Map in September 2005. Thompson Hysell Engineers completed the improvement plans in November 2005. Over the course of the project, Western Pacific Housing, Inc. was purchased by DR Horton, Inc.

The majority of the Vineyards I project was constructed between November 2005 and 2006. House construction began and occupancy of units started shortly thereafter.

WHWD has been working with DR Horton staff over the last several years to complete construction of the project. DR Horton staff has now requested that WHWD assist in releasing the subdivision bonds originally posted for the project. A preliminary punch list for outstanding, unfinished or incomplete items was prepared by WHWD staff in April 2010. The final items on the list were completed in September 2013.

Most of the subdivision has been built out. Only five (5) parcels remain vacant the remainder of the subdivision is built out with single family homes.

2.0 BONDS

In order to record the final map for the project, subdivision bonds were posted with Stanislaus County. These bonds were based on the Engineer's Opinion of Probable Costs. For the Vineyards I project, the following bonds were provided:

Within the Subdivision (Bond Number SU 5016357):

- A. Performance : \$2,013,427.50 (100% of Engineer's Estimate +10% contingency)
- B. Labor and materials : \$1,006,713.75 (50% of total Engineer's Estimate +10% contingency)

Off Site – North (Diablo Grande) Parkway (Bond Number SU 5016360):

- A. Performance : \$591,554.50 (100% of Engineer's Estimate +10% contingency)
- B. Labor and materials : \$295,777.25 (50% of total Engineer's Estimate +10% contingency)

Copies of these bonds and Engineer's Opinions of Probable Costs are included in Appendix A.

3.0 APPROVED PLANS & AS-BUILT DRAWINGS

The improvement plans for the project were approved the various agencies in November 2005. This included approvals from WHWD, Stanislaus County Public Works, West Stanislaus Fire District and the Stanislaus Count Planning Department. Dry utilities (phone, electricity and propane) were covered under a separate set of plans.

Copies of the Vineyards I as-built drawings can be found in Appendix B. There plans were provided by the DR Horton to the WHWD in hard copy mylar format. WHWH is responsible for storing these drawings.

4.0 EARTHWORK

The Vineyard required grading throughout the site to create the lot and roads. Appendix C contains the pad as-built lot certification from Stantec for the Vineyards I Subdivision.

Included in Appendix D is the final subdivision grading report prepared by Terrasearch, Inc. Compaction and observation generated by Terrasearch was reviewed by WHWD. These reports indicate the earthwork for the project was in conformance with the plans and specifications.

5.0 ROADWAYS

The roadway structural section within subdivision is 0.25' AC over 0.96' AB. The structural section for roads outside the subdivision was 0.33' AC over 1.42 AB for Diablo Grande Parkway and 0.29' AC over 1.08' AB for Grapevine Drive. All road work for the project appears to be in substantial conformance with the approved plans.

During work on the punch list items sections of curb and gutter and asphalt sections were repaired or replaced. WHWD staff also confirmed that the structural section dimensions appear to be in substantial conformance with the approved plans.

Roadway stripping striping and signage for the project was reviewed. All roadway stripping and signage appears to be in substantial conformance with the approved plan. Most of the stripping was installed in 2007; some of it appears worn but still serviceable.

6.0 WATER SYSTEM

The water distribution system and appurtenances within the project were observed by WHWD staff during construction. All water distribution pipelines and appurtenances were built in conformance with the subdivision improvement plans.

The project has been essentially completed for a number of years with just a few lots vacant lots. The water system for the Vineyard I Subdivision has been functioning without issue since 2006. Hydrants within the project have been flow tested by the West Stanislaus Fire Protection District. WHWD has not had any issues with the waterlines and appurtenances within the project.

Individual water services for each lot have been constructed for each lot and have been verified by WHWD staff.

7.0 SANITARY SEWER

The sanitary sewer pipelines and appurtenances within the project were observed by WHWD staff during construction. All pipelines and appurtenances were built in conformance with the subdivision improvement plans.

The project has been essentially completed for a number of years with just a few lots vacant lots. The sanitary sewer collection system for the Vineyard I Subdivision has been functioning without issue since 2006. WHWD has not had any issues with the sanitary sewer collection system within the project. To date, there have been no sanitary system overflows for any facilities owned and operated by WHWD.

An individual sewer service for each lot has been constructed for each lot and has been verified by WHWD staff.

8.0 STORM DRAIN

Storm Drain structures and pipelines were observed by WHWD staff during construction. All storm drainage structures and pipelines were built in conformance with the subdivision improvement plans.

The project has been essentially completed for a number of years with just a few lots vacant lots. The storm drainage system for the Vineyard I Subdivision has been functioning without issue since 2006.

9.0 CONCRETE WORK

The project contains has a number of concrete structures. These structures include drive over curbs, return ramps, sidewalk and island curbing. All appear to be constructed in conformance with the approved plans.

10.0 FENCING

The fencing and walls within the project appears to be installed at the locations at or near the plan locations. All fencing and walls were built in conformance with the subdivision improvement plans.

11.0 JOINT TRENCH UTILITIES

The joint trench utilizes one trench for a number of utilities including propane, electrical and telephone. These utilities were observed installed to the various lots during construction on the project. Stub outs for the various joint trench utilities can be found above grade behind the back of walk for the vacant lots.

12.0 STREET LIGHTING

The Vineyards I improvement plans proposed electroliers as shown on sheet 15 and the various details. Street lighting appears to be installed at the locations at or near the plan locations. The electrolier styles match the styles used in several other subdivisions within Diablo Grande. Visual daytime and nighttime observations of the street lights indicate that all street lights were functioning and no deficiencies were observed.

13.0 COMPLETED IMPROVEMENTS

In addition to the as-built drawings, WHWD has taken photographs throughout the project in order to document the constructed improvements and their present condition. The photographs illustrate a fully functioning neighborhood with all improvements installed and serving their intended purpose. The photographs are located in Appendix E.

14.0 RECOMMENDATIONS FOR RELEASE OF BONDS

Based on WHWD review of the constructed improvements, as-built plans provided by DR Horton, and the bonds provided for the project, it appears the improvements for the project are all in substantial conformance with the approved plans by the various agencies. WHWD recommend the County release Bond Number SU 5016357 and Bond Number SU 5016360.