

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

DEPT: Public Works

BOARD AGENDA #: *C-1

AGENDA DATE: September 27, 2016

SUBJECT:

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Del Rio Villas in the Del Rio Community Area

BOARD ACTION AS FOLLOWS:

No. 2016-503

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: PAM VILLARREAL, Assistant Clerk

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

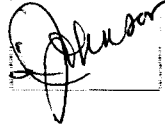
DEPT: Public Works

Urgent

Routine

BOARD AGENDA #: *C-1

AGENDA DATE: September 27, 2016



CEO CONCURRENCE: _____

4/5 Vote Required: Yes No

SUBJECT:

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Del Rio Villas in the Del Rio Community Area

STAFF RECOMMENDATIONS:

1. Approve the Subdivision Improvement Agreement for Del Rio Villas in the Del Rio Community area.
2. Find that the final map is in substantial compliance with the previously approved tentative map.
3. Find that Stanislaus County has adopted a community plan covering the area proposed to be included within the final map.
4. Find that the final map, together with the provisions for its design and improvement, is consistent with the Del Rio Community Plan.
5. Reject all roads, highways, avenues, alleys, courts, ways, lanes, places and all other street dedications.
6. Authorize the Chairman of the Board to sign the final map and the Subdivision Improvement Agreement.
7. Authorize the final map to be filed and recorded as presented.

DISCUSSION:

Del Rio Villas (currently known as The Enclave) is a subdivision within the Community of Del Rio situated on Country Club Drive in the City of Modesto. The Del Rio Villas will be a gated community of 18 condominiums and a common area that will include landscaping, access easements, an on-site package wastewater treatment plant, and drainage. The project will be served by public water from the City of Modesto (Del Este water system). The condominium parcels will be approximately 5,100 to 7,200 square feet in size.

The subdivision was approved as Vesting Tentative Map Number 2012-01 by the Stanislaus County Board of Supervisors on July 24, 2012.

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Del Rio Villas in the Del Rio Community Area

The final map Del Rio Villas is in substantial compliance with the approved tentative map. The final map is consistent with the Del Rio Community Plan.

The subdivider, Villas Development LLC (Applicant), is required to enter into a Subdivision Improvement Agreement with Stanislaus County to ensure the construction of all subdivision improvements will be in accordance with the terms and conditions of the requirements of the County of Stanislaus and with all of the provisions of the Stanislaus County Code. The Applicant has provided a cash deposit of \$15,180, of which \$10,120 is to secure faithful performance of subdivision and off-site improvements. The balance of the cash deposit is \$5,060. This portion of the deposit is provided to secure payment of all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the improvements. The Subdivision Improvement Agreement and proof of the financial guarantees have been filed with the Clerk of the Board of Supervisors.

The maintenance of the existing roadway, street lights, storm drainage system, and landscaping will be the responsibility of the Stanislaus County Public Works and Stanislaus County Parks Department. The Hillcrest Estates Lighting District is in place to provide the funding to pay for maintenance and operation of the streetlights in the road right of way. The on-site improvements shall be the responsibility of the homeowners association. The on-site improvements include the package treatment plant for the sewage, the on-site access roads, storm drainage, landscaping, utilities, and common areas. The Department of Public Works has a deposit on file to ensure all fees for inspection and project management are paid.

POLICY ISSUE:

The approval, filing, and recording of this map is in accordance with the Stanislaus County Code, Chapter 20.40: Final Maps, which sets forth provisions and requirements for the recording and filing of a Final Map. The Subdivision Improvement Agreement assures that the subdivision is built to all applicable County adopted development standards.

FISCAL IMPACT:

The Applicant has paid the applicable County fees. There is no fiscal impact associated with this item.

BOARD OF SUPERVISORS' PRIORITY:

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:

The Department of Public Works staff will be administering this project to insure that the project is built to Stanislaus County Public Works Standards and Specifications and the approved plans.

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Del Rio Villas in the Del Rio Community Area

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153

ATTACHMENT(S):

1. Subdivision Improvement Agreement
2. Final Map

ATTACHMENT 1

Subdivision Improvement Agreement

RECORDING REQUESTED BY
AND RETURN TO:

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1010 10th Street, Suite 4204
MODESTO, CA 95354
Attn: Angie Halverson

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR THE DEL RIO VILLAS SUBDIVISION**

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is entered into on September 27, 2016, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County," and Villas Development LLC, hereinafter referred to as "Subdivider."

RECITALS

This Agreement is made with respect to the following facts, which each party acknowledges as true and correct:

- 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. 2012-01, approved by the Stanislaus County Board of Supervisors on August 28, 2012, more particularly described on Exhibit "A" attached hereto ("Subdivision.")
- B. Subdivider has presented to County, for approval and recordation, a final map of the Subdivision.
- C. Subdivider is required to satisfy certain conditions of development after the filing of the final map, specifically Subdivider and its successors are required to construct certain improvements as specified in the Conditions of Approval.
- D. Subdivider has prepared, and the County has approved, complete Improvement Plans for the construction, installation and completion of the improvements.

E. County and Subdivider desire to assure that all Improvements will be constructed in accordance with the Improvement Plans, the Conditions and Specifications, the Stanislaus County Code and the Subdivision Map Act, and that all remaining conditions of development are performed or satisfied within the time set forth herein.

NOW, THEREFORE, in consideration of the approval and recording of the final map, and the mutual covenants and agreements contained herein, the parties 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" the plans and specifications applicable to the Subdivision that have been approved by the County. The improvement Plans are on file with the Director of Public Works and are incorporated into this Agreement and made a part hereof.

1.4. "Conditions and Specifications" includes the Improvement Plans, the latest version of County of Stanislaus Department of Public Works Improvement Standards as amended from time to time, 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.

1.6. The documents comprising this Agreement consist of this Agreement and its attachments and the Improvement Plans.

2. **Scope of Work**

2.1. Subdivider shall to the satisfaction of the County construct, install and complete, at Subdivider's sole cost and expense, all Improvements in accordance with the Conditions and Specifications.

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.

2.3. If the approved tentative map is amended, Subdivider must also apply for and obtain an amendment of this Agreement.

3. Improvement Security

3.1. Subdivider has filed with the County a cash deposit, 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 through §66499.10, as faithful performance and payment security. Faithful performance security shall be delivered in the amount of 100% of the Subdivision Costs and Fees to guarantee construction and installation of all the Improvements. Payment security shall be delivered in the amount of 50% of the Subdivision Costs and Fees to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the Improvements.

3.2. The faithful performance security must be in a form approved by the office of County Counsel and in accordance with Government Code §699.1 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 must be in a form approved by the office of County Counsel and 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 (Gov't Code §§995.010-995.190) that are not inconsistent with those Government Code sections.

3.5. Subdivider shall deliver a Warranty Bond or security to the County in a form approved by the Office of County Counsel in the amount of 20% of the Subdivision Costs and Fees, which shall guarantee and warrant all work for a minimum of one year following the

completion and acceptance thereof by the Board against any defective work or labor done, or defective materials furnished, and to maintain such work to the satisfaction of the County.

3.6. Subdivider shall deliver a cash deposit in the amount of \$7500 to secure the estimated costs related to the inspection of the Improvements. If the costs of inspection exceed the deposit, the Subdivider shall deposit an additional amount as determined by the County. Any balance remaining upon completion and acceptance of the improvements will be refunded.

3.7 Subdivider shall deliver a Monumentation Security in the form of a cash deposit in the amount of 100% of the estimated cost for the installation of survey monuments. The Monumentation Security shall be released upon certification by the Subdivider's surveyor that the monuments have been set and the surveyor has been paid.

3.8. Subdivider shall within 30 days give notice of the event and provide additional or new security to the County in the following circumstances:

- a. In the event any changes or alterations in the construction of the Improvements exceed 10% of the original estimated Subdivision Costs and Fees.
- b. Upon the transfer of 50% or more of Subdivider's ownership of the Project.
- c. As a condition of any extension of time for the completion of the Improvements, a new estimate of the Subdivision Costs and Fees shall be prepared and approved by the Director of Public Works, and Subdivider shall provide new security in an amount determined in accordance with paragraph 3.1 above.

4. Completion

4.1. Subdivider shall complete all Improvements within two (2) years from the date of this Agreement in a good and workmanlike manner in accordance with accepted construction practices and in a manner equal or superior to the Conditions and Specifications, and, where there is a conflict among any of the individual Conditions and Specifications, the stricter requirement shall govern.

4.2. Once begun, all work on the Improvements shall be completed within one (1) year from the start of construction. The time for the completion of the Improvements may, in the sole discretion of the Department of Public Works, be extended for good cause, upon application by the Subdivider.

4.3. If Subdivider fails to complete the Improvements within the period stated in paragraphs 4.1 and 4.2 above, the Subdivider shall not proceed further with any work on the improvements unless and until approval to do so is obtained from the Department of Public Works. Subdivider agrees that and consents to the following: if the work on the Improvements is not completed on time, is defective or deficient, or is not completed in accordance with accepted

construction practices and the Conditions and Specifications, or if Subdivider abandons the project, or the Subdivider otherwise fails to perform its obligations herein, the County may take any appropriate action to enforce the terms of this Agreement, including but not limited to:

4.3.1 Exercising the County's rights to the Improvement Security;

4.3.2. Completing the Improvements and recovering all Subdivision Costs and Fees associated with completion of the Improvements from Subdivider or from the Improvement Security;

4.3.3. Instituting proceedings for reversion to acreage pursuant to Government Code §66499.12, et seq.

4.4. If the term of this Agreement expires without the completion of the Improvements, Subdivider specifically consents, and waives any objection it may have, to reversion of the Project to acreage pursuant to Government Code §66499.12, et seq., and will take all reasonable steps and do all things reasonably necessary to assist the County in the reversion to acreage.

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, replace defective, stolen 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, the Subdivider shall procure and maintain at Subdivider's expense for the duration of this Agreement the following insurance:

General liability: \$2,000,000 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/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than One Million

Dollars (\$1,000,000) 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 and all obligations of the Subdivider herein shall run with the land and is binding on the Subdivider's heirs, successors and assigns. The Subdivider and its heirs, successors and assigns shall inform potential buyers of parcels of land created by the underlying subdivision of the obligation created by this paragraph on successors and assigns to complete the improvements pursuant to this Agreement. Subdivider and its heirs, successors and assigns shall provide copies of this executed agreement to those potential buyers. Subdivider acknowledges and agrees that the sale of all or any portion of the subdivision shall not relieve the Subdivider from its obligations herein. The Subdivider agrees that it shall have the obligation, in addition to and concurrent with the obligation of its successors and assigns, to maintain the securities set forth in this Agreement until either all obligations under this Agreement have been completed, or the execution of a replacement agreement and deposit with the County of replacement securities by the Subdivider's heirs, successors or assigns. The County shall cause this Agreement to be recorded with the County Recorder.

14. Notice of Completion and As Built Drawings

14.1. Subdivider shall execute, acknowledge and record in the manner provided by law, a notice of completion of the Improvements within 10 days after the Department of Public Works provides written notice to the Subdivider that it has passed the final inspection.

14.2. Upon completion of the Improvements, the Subdivider's Engineer shall supply to the County one mylar set of "as built drawings." These drawings shall be certified on each page by a Registered Civil Engineer as being "as built drawings" and shall reflect the job as actually constructed, with all changes incorporated therein.

15. Acceptance of the Improvements and Occupancy

15.1. The Board of Supervisors will not release the Improvement Security until all Improvements are completed to the satisfaction of the County in accordance with the Conditions and Specifications.

15.2. All required off-site improvements must be completed prior to or concurrently with on-site work. 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.

15.3. 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.

16. Effective Date of Agreement

16.1. This Agreement shall not become effective unless and until the final map is accepted for recordation by the County Recorder of the County of Stanislaus.

17. Special Conditions

17.1 Any special conditions concerning the Subdivision are set forth on Exhibit "C" attached hereto and incorporated herein by this reference. Subdivider shall perform, in a timely manner, all Special Conditions identified on Exhibit "C".

18. General Terms

18.1. Any dispute concerning this Agreement or any action brought to enforce the terms and conditions of this Agreement, shall be submitted to a court of competent jurisdiction in the County of Stanislaus, State of California.

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

To County:

Stanislaus County
Department of Public Works
1010 10th Street, Suite 4204
Modesto, CA 95354

To Subdivider:

Villas Development LLC
P.O. Box, 577793,
Modesto, CA 95357

With a copy to:

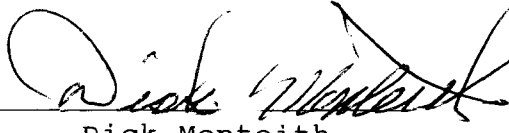
Bart Barringer
Law Offices of Mayol & Barringer, LLP
1324 J Street
Modesto, CA 95354

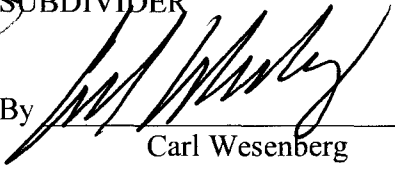
18.3. If any section sentence, clause or phrase of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain effective and enforceable to the fullest extent allowed by law.

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


COUNTY OF STANISLAUS

SUBDIVIDER

By 
Dick Monteith
Chairman of the Board of Supervisors
County of Stanislaus, State of California

By 
Carl Wesenberg
Manager
Villas Development LLC

ATTEST
Elizabeth A. King
Clerk of the Board of Supervisors
of the County of Stanislaus,
State of California

By 
Patricia Gonzalez
Deputy Clerk

APPROVED AS TO FORM
Jack Doering
County Counsel

By 
Amanda DeHart
Deputy County Counsel

APPROVED AS TO CONTENT
Department of Public Works

By 
Matt Machado, Director

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

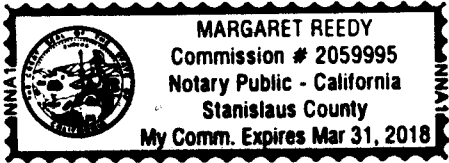
STATE OF CALIFORNIA)
) ss.
COUNTY OF STANISLAUS)

On July 19, 2016, before me Margaret Reedy, a Notary Public, for the said county and state, personally appeared Carl Wesenberg, who 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.

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

WITNESS my name and official seal.

Signature Margaret Reedy



(seal)

EXHIBIT "A"

_____ as per Map thereof recorded _____ in
Book _____ of Maps, at Page _____, Stanislaus County Records.

EXHIBIT "B"

Conditions of Approval

DEVELOPMENT STANDARDS

**GENERAL PLAN AMENDMENT APPLICATION NO. 2012-01
REZONE APPLICATION NO. 2012-01
VESTING TENTATIVE SUBDIVISION MAP APPLICATION NO. 2012-01
DEL RIO VILLAS**

Planning and Community Development

1. The final recorded map shall contain the following statement:

"All persons purchasing lots within the boundaries of this approved map should be prepared to accept the inconveniences associated with agricultural operations, such as noise, odors, flies, dust, or fumes. Stanislaus County has determined that such inconveniences shall not be considered to be a nuisance if agricultural operations are consistent with accepted customs and standards." (Chapter 9.32 - Stanislaus County Code.)
2. 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 and shall be payable at the time determined by the Department of Public Works.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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 shall be submitted to the Stanislaus County Department of Public Works.
8. All materials brought to or used at the construction site shall be kept in a secure state on that site and not be permitted to blow or otherwise become a nuisance to the surrounding area.
9. Pursuant to Section 711.4 of the California Fish and Game Code (effective January 1, 2010), the applicant is required to pay a Department of Fish and Game filing fee at the time of recording a "Notice of Determination". Within five (5) days of approval of this project by the Planning Commission or Board of Supervisors, the applicant shall submit to the Department of Planning and Community Development a check for **\$2,158.50**, made payable to **Stanislaus County**, for the payment of Fish and Game and Clerk Recorder filing fees.

Pursuant to Section 711.4 (e)(3) of the California Fish and Game Code, no project shall be operative, vested, or final, nor shall local government permits for the project be valid, until the filing fees required pursuant to this section are paid.

10. The Department of Planning and Community Development shall record a Notice of Administrative Conditions and Restrictions with the County Recorder's Office within 30 days of project approval. The Notice includes: Conditions of Approval/Development Standards and Schedule; any adopted Mitigation Measures; and a project area map.
11. A landscape plan, in accordance with Stanislaus County Code, indicating type of plants, initial plant size, location, and method of irrigation shall be submitted to and approved by Planning staff for the common area. Landscaping must be installed prior to occupancy.
12. The applicant, or subsequent property owner, shall be responsible for maintaining landscape plants in a healthy and attractive condition. Dead or dying plants shall be replaced with materials of equal size and similar variety. Any dead trees shall be replaced with a similar variety of a 15-gallon size or larger.

Department of Public Works

13. The recorded tentative map shall be prepared by a licensed land surveyor or a qualified registered civil engineer.
14. All existing non-public facilities and/or utilities that do not have lawful authority to occupy the road right-of-way shall be relocated onto private property upon the request of the Department of Public Works.
15. All structures not shown on the tentative parcel map shall be removed prior to the tentative map being recorded.
16. All new parcels shall be surveyed and fully monumented.

17. The property owners shall dedicate a 10-foot wide public utility easement along the entire road frontage of Country Club Drive and Avenida Del Rio, adjacent to the road right-of-way, on the final map. All new utilities shall be underground and located in the public utility easement.
18. A grading and drainage plan shall be submitted for the project. Public Works will review and approve the drainage calculations. The grading and drainage plan shall include the following information:
 - Drainage calculations shall be prepared as per the Stanislaus County Standards and Specifications that are current at the time the project is approved by the Stanislaus County Board of Supervisors;
 - The plan shall contain enough information to verify that all runoff will be kept from going onto adjacent properties and into the Stanislaus County road right-of-way; and
 - The grading and drainage plan shall comply with the current (at the time the grading permit is issued) Stanislaus County National Pollutant Discharge Elimination System (NPDES) General Permit and the Quality Control standards for New Development and Redevelopment contained therein.
19. Prior to the map being recorded, improvement plans shall be submitted to the Department of Public Works for review. Road improvements in the County road right-of-way shall include, but not be limited to, curb, gutter, sidewalk, streetlights, matching pavement, striping, and drainage facilities. Any existing concrete or asphalt pavement that is damaged or becomes damaged shall be replaced prior to the acceptance of the roadway improvements by Stanislaus County. The improvements shall meet Stanislaus County Department of Public Works Standards and Specifications.
20. Prior to the issuance of any building permits, the lot grades shall conform to the approved grading plan. Written certification by a civil engineer, licensed land surveyor, or geotechnical engineer is required by the Stanislaus County Department of Public Works.
21. An Engineer's Estimates for the roadway improvements in the public right-of-way shall be provided.
22. If the improvements are not installed and approved by the Department of Public Works before the final map is recorded, the applicant shall enter into a Subdivision Improvement Agreement. This agreement will require the posting of the required financial guarantees and certificates of insurance.
23. Prior to the Department of Public Works doing any plan review or inspections associated with the development, the subdivider shall sign a "Subdivision Processing/Inspection Agreement" and post a deposit with Public Works based on 10 percent of the Engineer's Estimate.
24. An encroachment permit shall be taken out *prior to any work in the road right-of-way*.
25. One benchmark shall be established within the subdivision on a brass cap. A completed Bench Mark card shall be furnished to the Department of Public Works.

26. 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.
27. A set of Record Drawings shall be provided to and be approved by the Stanislaus County Department of Public Works before the County accepts the subdivision improvements. The drawings shall be on 3 mil mylar (minimum) with each sheet signed and stamped by the design engineer and marked "Record Drawing" or "As-built". The As-Built files will also be provided to Stanislaus County Department of Public Works in standard PDF format (with a minimum of 400 dpi resolution).
28. The streetlights shall be annexed into the Hillcrest Lighting District. The applicant shall provide all necessary documents and pay all the costs associated with the annexation process. Please be aware that this process may take approximately 4 to 6 months. The annexation of the streetlights into the Hillcrest Lighting District shall be completed before the occupancy of any building permit associated with this project. Please contact Public Works at 525-4130.
29. The owner/developer shall deposit the estimated first year's operating maintenance cost of the new streetlights with the Department of Public Works at the time the paperwork is submitted and prior to the issuance of any building permit associated with the project.
30. No parking, loading, or unloading of vehicles shall be permitted within the emergency access driveways. The developer will be required to install or pay for the installation of all required signs and/or markings. The developer shall coordinate with Stanislaus County Public Works Traffic Section on the placement of any signs. The signs and markings shall be installed prior to the occupancy of any building permit.
31. *Prior to the final parcel map being recorded*, a homeowner's association shall be formed, and the necessary documents recorded that specify maintenance of all private roads and public areas will be the sole responsibility of the property owners. The homeowner's association will maintain all on-site drainage, landscaping, lighting of public areas within the private roadway/access, and the road/access maintenance. The homeowner's association will also be maintaining the landscaping outside the walled area(s) of the project; the streetscape.
 - A. The homeowner's association shall repair any damage to County right-of-way caused by the maintenance of the landscaped areas on either side of the subdivision wall. The homeowner's association shall repair any damage to the County right-of-way caused by the growing or dying of the landscape material.
 - B. An encroachment permit will be obtained before any work is done within the County road right-of-way.

A copy of the recorded homeowner's association shall be provided to the Department of Public Works and the Department of Planning and Community Development for *review and approval prior to recordation of the map*.

City of Modesto

32. The applicant shall obtain a "will serve" letter from the City of Modesto prior to recording the tentative map. The developer shall comply with any conditions of the will serve letter. All water used on-site shall be provided by the City of Modesto.

Modesto Irrigation District

33. In conjunction with related site improvements, existing overhead and underground electric facilities within or adjacent to the proposed development shall be protected, relocated, or removed as required by the District's Electric Engineering Department. Appropriate easements for electric facilities shall be granted as required.
34. A 10-foot PUE is required along Country Club Drive and Avenida Del Rio street frontages.
35. The proposed Public Utility Easements shown on the proposed map are required in order to provide electrical service to the future condominium units. Additional easements may be required with development of the property.
36. A 3-foot easement is required around the proposed MID transformers. A 10-foot wide easement shall extend from the transformer to proposed Street/Blanket Public Utility Easement.
37. A 5-foot easement is required centered on the proposed secondary underground cables. The 5-foot wide easement shall extend from the secondary boxes to the proposed Street/Blanket Public Utility Easement.
38. Electric Service to the individual condominium units is not available at this time. The customers should contact the District's Electric Engineering Department to arrange for electric service requirements and arrange for electrical service. Additional easements may be required when specific improvement/development plans are submitted for review to the District's Electric Engineering Design Department.

Salida Fire Protection District

39. The applicant shall be subject to Fire Service Impact Mitigation Fee as adopted by the District Board of Directors and the Stanislaus County Board of Supervisors currently in place at the time of issuance of construction permits.
40. The project shall meet the District's requirements of on-site water for fire protection prior to construction of combustible materials. Fire hydrant(s) and static source locations, connections, and access shall be approved by the District.
41. Prior to recording the final subdivision map, the water system serving the project shall be deemed as "reliable".
42. Prior to and during construction, the District shall approve provisions for serviceable fire vehicle access and fire protection water supplies.

43. A District specified Rapid Entry System (knox) shall be installed and serviceable prior to final inspection allowing fire department access into gated areas, limited access points, and or buildings.
44. Buildings may be required to have fire sprinklers meeting the standards listed within the adopted California Fire Code and related amendments. In addition, there may be revisions to the fire sprinkler requirements in future fire code adoptions. At the time of construction, the most current, adopted fire code will be required and must be adhered to.
45. For buildings of 30 feet or three (3) or more stories in height, gated 2 ½" hose connections (Class III) for fire department use shall be installed on all floors in each required exit stairwell.
46. The project shall meet fire apparatus access standards. Two ingress/egress accesses to each parcel meeting the requirements listed within the California Fire code.
47. If traffic signals are installed and/or retrofitted for the project, signal preemption devices shall be paid for or installed by the developer/owner and shall conform to the District's standards and requirements.
48. Prior to recording the final map, issuance of a permit, and/or development, the owner(s) of the property will be required to form or annex into a community facility district or operational service with the Salida Fire Protection District.

Building Permits Division

49. Building permits are required and must comply with California Code of Regulations Title 24. A grading permit and swimming pool permit are required. Must meet Chapter 11A requirements for accessibility.

Stanislaus County Sheriff

50. 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.

Department of Environmental Resources

51. Show location and identify use of all existing or proposed wells, including those abandoned, both in the development and on adjoining properties within 100 feet of development boundaries.
52. The applicant shall specify type of sewage disposal proposed (package treatment plant and leach fields, seepage pits, etc.). Submit a geotechnical evaluation of impacts by sewage disposal, if subdivision proposed will be in a designated or suspected sensitive area.
53. The applicant shall identify soil strata to 25 feet or bedrock.
 1. Show depth and distribution of impervious layers including slope and direction of these layers.
 2. Discuss potential impacts from any restrictive layers to on-site sewage disposal.
 3. Discuss potential impacts, if any, to on-site sewage disposal systems planned.

54. Show the total available sewage disposal area that can be reached by gravity for each lot.
55. Prior to recording the final map, and in accordance with Section 20.56.170 of the County Subdivision Ordinance, engineering data shall be provided to the Department of Environmental Resources that the proposed subdivision meets the requirements of the A Guidelines for Waste Disposal from Land Developments adopted by the Central Valley Regional Water Quality Control Board and the project shall comply with any and all other requirements of the Department of Environmental Resources.
56. Prior to issuance of building permits, the community water system must be serving the individual lots/parcels and be of approved quantity and quality as per Department of Environmental Resources and/or the State Department of Health Services.
57. To insure that the package sewage treatment plants sewage collection system and its associated laterals serving individual buildings and the plants effluent distribution system are installed to the design engineers specifications and appropriate codes, it will be necessary for the developer to arrange for verification by a private inspection service.
58. Prior to the final inspection of private dwellings, the project's design engineer will have to provide written certification that their respective portions of the wastewater treatment system are constructed to design specifications and can be expected to perform in a satisfactory manner.
59. Applicants proposing to construct a public swimming pool shall submit legible plans and specifications to DER for review and written approval prior to commencing the work and in advance of any building, plumbing, or electrical permit (Title 22 CHSC). A Risk Management Prevention Program must be implemented prior to operation of the pool if chlorine gas is used in excess of 100 pounds.

MITIGATION MEASURES

(Pursuant to California Public Resources Code 15074.1: Prior to deleting and substituting for a mitigation measure, the lead agency shall do both of the following:

- 1) Hold a public hearing to consider the project; and**
- 2) Adopt a written finding that the new measure is equivalent or more effective in mitigating or avoiding potential significant effects and that it in itself will not cause any potentially significant effect on the environment.)**

60. Should any archeological or human remains be discovered during development, work shall be immediately halted within 150 feet of the find until it can be evaluated by a qualified archaeologist. If the find is determined to be historically or culturally significant, appropriate mitigation measures to protect and preserve the resource shall be formulated and implemented.

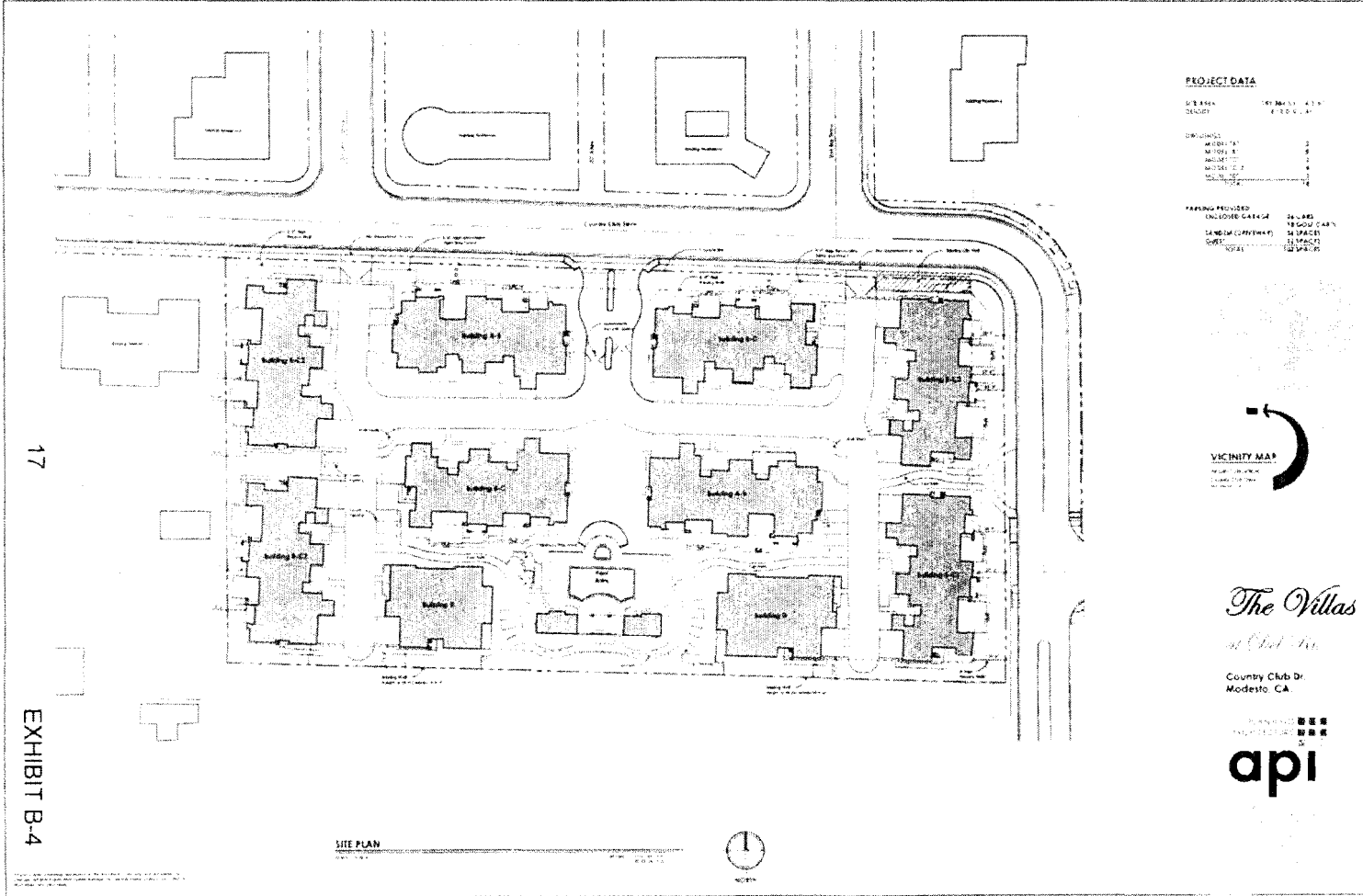
*Please note: If conditions are amended by the Planning Commission or Board of supervisors, such amendments will be noted in the upper right hand corner of the first page of the Development Standards; new wording is in **bold** and deleted wording will have a ~~line through it~~.*

EXHIBIT "C"

Special Conditions: None.

ATTACHMENT 2

Final Map



PROJECT DATA

| | |
|---------|-----------------|
| AREA | 100,000 sq. ft. |
| DENSITY | 40 units/acre |

| | |
|------------|-------|
| UNITS | 4,000 |
| APARTMENTS | 2,000 |
| TOWNHOMES | 2,000 |
| CONDO'S | 0 |
| TOTAL | 4,000 |

| | |
|-----------------|--------|
| ENCLOSED GARAGE | 20,000 |
| STREET GARAGE | 18,000 |
| TOTAL | 38,000 |



The Villas
at Club Dr.
Country Club Dr.
Modesto, CA



SITE PLAN



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EXHIBIT B-4