

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

DEPT: Public Works

BOARD AGENDA #: *C-3

AGENDA DATE: December 6, 2016

SUBJECT:

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Bonita Ranch Unit 5 in the Keyes Community Area

BOARD ACTION AS FOLLOWS:

No. 2016-604

On motion of Supervisor Chiesa, 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) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:


PAM VILLARREAL, Assistant Clerk

ATTEST:

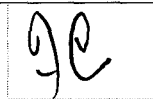
File No.

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

DEPT: Public Works

Urgent

Routine



BOARD AGENDA #: *C-3

AGENDA DATE: December 6, 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 Bonita Ranch Unit 5 in the Keyes Community Area

STAFF RECOMMENDATIONS:

1. Approve the Subdivision Improvement Agreement for Bonita Ranch Unit 5 Subdivision in the Keyes Community Area.
2. Find that the final map is in substantial compliance with the previously approved tentative map.
3. Find that the final map, together with the provisions for its design and improvement, is consistent with the specific plan for the area.
4. Reject all roads, highways, avenues, alleys, courts, ways, lanes, places, and all other street dedications.
5. Authorize the Chairman of the Board to sign the final map and the Subdivision Improvement Agreement.
6. Authorize the final map to be filed by Public Works staff, and recorded as presented.

DISCUSSION:

Bonita Ranch Unit 5 (formerly known as Sunray Estates) is a subdivision within the Community of Keyes situated between Cora Way, Lucinda Avenue, and Bonita Ranch Park. This phase of Bonita Ranch creates 44 residential lots ranging in size from roughly 5,300 square feet to 9,500 square feet.

The Keyes Community Service District will serve the development with public water and sewer. County Service Area Number 26 is in place to provide a funding mechanism to pay for the maintenance of the landscaped storm drain basin/park, the streetscape, and the landscaped wall along Washington Road.

The subdivision was approved as Vesting Tentative Map Number 99-05 by the Stanislaus County Board of Supervisors on September 12, 2000. Bonita Ranch Unit 1 was built in 2003 and was approved and accepted by April 27, 2004. Bonita Ranch Unit 2 was approved and

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Bonita Ranch Unit 5 in the Keyes Community Area

accepted on December 6, 2005 while Unit 3 was approved and accepted on June 26, 2007. Bonita Ranch Unit 4 was recently approved and accepted on September 22, 2015. The economic down turn that started in 2008 led to the State of California granting legislative extensions that have extended the life of tentative (subdivision) maps throughout the state. The Bonita Ranch Subdivision is one of the maps that have been eligible for these extensions.

The final map for Bonita Ranch Unit 5 is in substantial compliance with the approved tentative map. The final map is consistent with the Keyes Community Plan Update. The Department of Public Works has a deposit on file to ensure all fees for inspection and project management are paid.

The subdivider, Bright Development (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. Bright Development has provided Performance Bond Number 0711503 for \$869,766 by International Fidelity Insurance Company to secure faithful performance of subdivision and off-site improvements. The Labor and Materials Bond Number 0711503 for \$434,883 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.

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.

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 ensuring 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 ensure 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 Bonita Ranch Unit 5 in the Keyes Community Area

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153

ATTACHMENT(S):

1. Faithful Performance Bond
2. Labor and Material Bond
3. Subdivision Improvement Agreement
4. Final Map

ATTACHMENT 1
Faithful Performance Bond

ATTACHMENTS AVAILABLE
FROM CLERK

ATTACHMENT 2
Labor and Material Bond

ATTACHMENT 3

Subdivision Improvement Agreement



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2016-0105474-00

Friday, DEC 30, 2016 14:11:37
Ttl Pd \$0.00 Rcpt # 0003914385
OLD/R2/1-27

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 BONITA RANCH, UNIT 5 SUBDIVISION**

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is entered into on December 6, 2016, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County," and Bright Development, A California Corporation, 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. 99-05 (formerly known as Sunray Estates), approved by the Stanislaus County Board of Supervisors on August 17, 2000, 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.

Handwritten signature

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 §66499.1 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:

Bright Development
Attn: David Butz
1620 N. Carpenter Road Building B
Modesto, CA 95351

With a copy to:

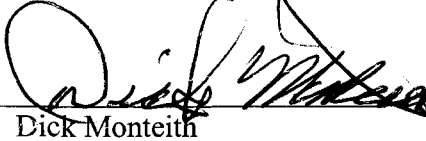
Bright Development
Attn: John M. Dunn
1620 N. Carpenter Road Building B
Modesto, CA 95351

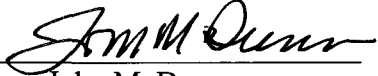
18.3. If any section sentence, clause or phrase of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain effective and enforceable to the fullest extent allowed by law.

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

COUNTY OF STANISLAUS

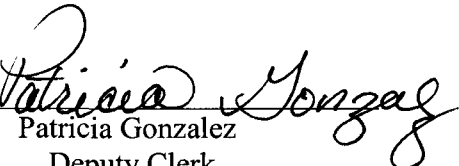
SUBDIVIDER

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

By 
John M. Dunn
Vice President
Bright Development A California Corporation

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT – effective 1/1/2015

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.

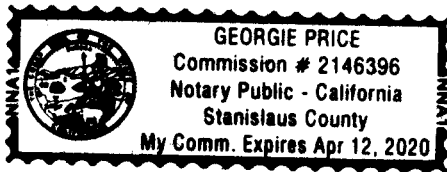
State of California

County of Stanislaus

On September 28, 2016, before me, Georgie Price, Notary Public, personally appeared John M. Dunn, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



(Place Notary Seal Above)

Georgie Price
Georgie Price, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: S.I.A. Bonita Ranch 5

Document Date: No date Number of Pages: 14 + Notary

EXHIBIT "A"

Bonita Ranch,
Unit 5 as per Map thereof recorded Dec. 15, 2016 in
Book 44 of Maps, at Page 42, Stanislaus County Records.

Exhibit "B"

CONDITIONS OF APPROVAL

**TENTATIVE SUBDIVISION MAP APPLICATION NO. 99-05
SUNRAY ESTATES**

Department of Planning and Community Development

1. This use to be conducted as described in the application and supporting information (including the plot plan) as approved by the Planning Commission and/or Board of Supervisors and in accordance with other laws and ordinances. Uses within the project area shall comply with the R-1 (Single- Family Residential) zoning district regulations.
2. Applicant must obtain building permits for all proposed structures, equipment, and utilities. Plans shall be prepared by a California licensed engineer working within the scope of his/her license.
3. All development within the project area shall comply with all mitigation measures contained within the certified Final EIR for the Signature Development Project, approved on December 15, 1998 (See Exhibit "C" of the Staff Report).
4. A plan for any proposed signs indicating the location, height, area of the sign, and message must be approved by the Planning Director.
5. Fences and landscaping adjacent to roadways shall be in compliance with the County's "Visibility and Obstructions at Public Intersections" ordinance. Fencing and/or walls within the project area shall be of a uniform design to be approved by Stanislaus County prior to construction.
6. County standard hydrants shall be installed within 300 feet of all buildings. Hydrants, fire flow, post indicator valves, and fire department connections shall be installed in accordance with NFPA 13 and the recommendations of the Stanislaus County Fire Safety. (UBC Section 302/c, UPC Section 70.4, UBC Section 1001)
7. Hours of exterior construction on the project site shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Saturday. Exterior construction shall be prohibited on Sunday and County holidays.
8. Applicant shall be responsible for dust abatement during construction and development operations. A water truck or other watering device shall be on the project site on all working days when natural precipitation does not provide adequate moisture for complete dust control. Said watering device shall be used to spray water on the site at the end of each day and at all other intervals, as need dictates, to control dust.

9. Developer shall pay all Public Facilities Impact Fees and Fire Facilities Fees as adopted by the Board of Supervisors. The fees shall be payable at the time of issuance of a building permit for any construction in the development project and shall be based on the rates in effect at the time of building permit issuance or issuance of the Certificate of Occupancy, at the discretion of the project developer.
10. A landscaping plan consistent with Section 21.102 of the Zoning Ordinance shall be submitted and approved prior to issuance of building permits.
11. Prior to the issuance of the Notice of Determination, the applicant shall pay, within five days of Planning Commission approval, a filing fee of \$50.00 to "**Stanislaus County Clerk/Recorder**" care of the Planning Department. Should the "De Minimis" finding be found invalid for any reason, the applicant/developer shall be responsible for payment of Department of Fish and Game Fees.
12. The applicant is required to defend, indemnify, or hold harmless the County, its officers and employees from any claim, action, or proceedings against the County to set aside the approval of the project which is brought within the applicable statute of limitations. The County shall promptly notify the applicant of any claim, action, or proceeding to set aside the approval and shall cooperate fully in the defense.
13. Prior to issuance of a building permit, the Keyes Community Services District shall provide evidence that sewer and water services will be provided to the project site.

Sheriff's Department

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

Turlock Irrigation District

15. Project shall be developed consistent with all standards listed in the July 7, 2000 letter from the Turlock Irrigation District.

Department of Environmental Resources

16. Applicant must identify all wells on parcels and state their intended future use (e.g., domestic, irrigation, to be abandoned, etc.).
17. Existing on-site wells and/or septic tanks shall be destroyed under permit from Department of Environmental Resources and in accordance with all laws and policies (Stanislaus County and California State Model Well Standards).

Department of Public Works

18. A complete set of on and off site grading, drainage and street improvement plans shall be signed by the Department of Public Works prior to the final map being recorded. The design of the improvements shall be in conformance with the standards contained in the 1998 edition of the Stanislaus County Improvement Standards. National Geodetic survey vertical (elevation) datum shall be used. If available, 1988 data shall be used.
19. All roads within or fronting the subdivision shall be improved to County standards. The improvements shall include, but not be limited to, street pavement, concrete curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, road signs, and pavement markers.
20. The subdivision drainage system shall be a positive storm water drainage system that conforms to County Standards and the May 25, 2000, Sunray Estates Detention Basin/Park Study prepared by Mid-Valley Engineering. The location of the storm drain pump station and the force main to TID Lateral No. 2 1/2 shall be approved by the Department of Public Works.
21. Prior to the final map being recorded, the easements for the force main to TID Lateral No. 2 1/2 shall be deeded to Stanislaus County.
22. Prior to the final map being recorded, an agreement to discharge storm water into TID Lateral No. 2 1/2 shall be approved by Stanislaus County and the Turlock Irrigation District.
23. The road right-of-way shown on the tentative map shall be dedicated to Stanislaus County on the final map.
24. The grading plan shall show that the lowest finished floor elevation within the subdivision will be at least 12 inches above the high water elevation of a 100 year flood. In addition, the grading plans shall include erosion control measures that will prevent dirt from the lots from getting into the road right-of-way and the drainage system.
25. Street monuments and covers shall be installed to County standards.
26. The subdivider shall furnish the Department of Public Works three copies of a soils report for the area being subdivided. The report shall also include a sufficient number of R-value test to establish appropriate structural sections for the road improvements. The report shall be signed by a geotechnical engineer.

27. All existing irrigation lines within the area to be subdivided shall be removed or relocated into easements along lot lines. The irrigation lines shall be reinforced at road crossings and driveways. All irrigation lines or structures which are to be abandoned shall be removed. All work shall be done in accordance with the requirements of the Department of Public Works and the Turlock Irrigation District.
28. All new utilities shall be underground and located in easements as required by the utility companies. The required easements shall be shown on the final map.
29. Prior to the final map being recorded, the Keyes Community Services District shall provide a letter to the Department of Public Works stating the District will maintain the new street lights. All street lights shall be installed on steel poles.
30. Prior to issuance of any building permits, the lot grades shall conform to the approved grading plan. Written certification by a civil engineer or geotechnical engineer may be required by the Department of Public Works.
31. A set of Record Drawings shall be provided to and approved by the Department of Public Works prior to acceptance of the subdivision improvements by the County. The drawings shall be on 3 mil mylar with each sheet signed and stamped by the design engineer and marked "Record Drawing".
32. One bench mark shall be established within the subdivision on a brass cap and the elevation shall be shown on the Record Drawing. A copy of the field notes shall be furnished to the Department of Public Works.
33. 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.
34. Prior to the Department of Public Works doing any plan review or inspections associated with the subdivision, the subdivider shall sign a "Subdivision Processing/Inspection Agreement" and post a \$7,500.00 deposit with Public Works.
35. None of the subdivision lots shall have direct access to Washington Road. A 6-foot high masonry access control wall shall be installed on Washington Road, and the restricted access shall be shown on the final map.
36. Prior to the final map being recorded, a county service area (CSA) shall be formed to provide funds to maintain the park and the storm drain system. The developer shall provide all necessary document and pay all fees associated with the formation of the CSA. The formation process takes between 90 and 120 days.
37. If the new school will connect to the master storm drain system, the school property must included in the CSA boundary.

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38. The subdivision design and construction shall be such to protect and not encroach into the existing 15 foot road right-of-way as shown on the tentative map.

Stanislaus Consolidate Fire Protection District

39. Fire apparatus access roads and water supplies for fire protection shall be installed and made serviceable prior to and during the time of construction. CFC 901.3
40. The fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with a surface so as to provide all-weather driving capabilities. CFC 902.2.2.2.

* * * * *

SUMMARY OF MITIGATION MEASURES

I EARTH

A. Soil Disruption, Displacement, Over-Covering

The project applicant shall prepare a grading plan for review and approval by Stanislaus County prior to approval of improvement plans for the project. Grading and excavation shall be conducted according to UBC (adopted by ordinance) to reduce the effects of over-covering and soil displacement.

B. Changes in Sedimentation

Prior to approval of improvement plans, the applicant shall demonstrate to the County that the drainage and storm water run-off system and their component facilities are in compliance with County Standards.

C. Geologic Hazard

Prior to approval of building permits, the project applicant shall demonstrate to the County that project features have been designed to meet UBC standards.

II AIR

A. Based on an analysis by San Joaquin Valley Unified Air Pollution Control District, the proposed development will need to mitigate an equivalent of eight tons of NOx emissions. The developer will establish an air quality trust fund to provide incentive money to the local farming community to replace old agricultural pump engines with new pump engines. Approximately 4.6 tons per year of NOx can be reduced by replacing one engine. A new USEPA Certified 1C Engine costs approximately \$15,000. The cost to a farmer to rebuild an old engine is about \$11,000. Therefore, the incremental difference between the cost of rebuilding and buying a new certified engine is \$4,000. At \$4,000 per engine the air quality trust fund would need to contain \$8,000 to cover the cost of replacing two engines, thereby achieving the required NOx reduction.

B. The applicant for a specific development within the project site shall implement appropriate strategies contained in the Air District's regulations. Prior to subdivision and development, the applicant shall provide the County details of specific types of mitigation measures including:

1. Automated control system for heating/air conditioning and energy efficiency beyond Title 24 requirements.
 2. Lighting controls and energy-efficient lighting in buildings.
 3. Title 24 requirements will be met.
 4. Light colored roof materials to reflect heat.
 5. Planting of deciduous trees to the south and westerly facing sides of the building.
 6. Provide low nitrogen oxide (NOx) emitting and/or high efficiency water heaters.
 7. If fireplaces are proposed, natural gas fireplaces or EPA-certified wood burning fireplaces/stoves should be installed in every unit that has a fireplace. Conventional open-hearth fireplaces should not be permitted.
 8. Equip dwelling units with exterior electrical outlets to encourage the use of electrical powered yard maintenance equipment (instead of highly polluting gas-powered equipment).
 9. If transit service is available to the project site, improvements should be made to encourage residents to use it. If transit service is not currently available, but is planned for the future, appropriate easements should be reserved to provide for future improvements such as bus turnouts, loading areas, and shelters.
 10. Sidewalks and bike paths should be installed throughout as much of the project as possible and should be connected to any nearby open space areas, parks, schools, commercial areas, etc.
- C. Prior to the issuance of permits for land clearing, grubbing, scraping excavation, land leveling, grading and cut and fill activities, the applicants on any specific project within the project site shall submit a construction impact mitigation plan containing specific methods to reduce dust emissions including, but not limited to, the following:
1. All clearing, grading, earth moving or excavation activities should cease when wind speeds are consistently equal to or greater than 20 mph.
 2. All material excavated, graded or otherwise disturbed should be watered sufficiently to prevent excessive amounts of dust. Watering should occur twice daily with complete coverage, preferably in late morning and after work is done for the day.
 3. All material transported should be covered or watered to prevent dust.
 4. Vehicle speeds should be limited to 15 mph in unpaved areas.
 5. Street sweeping and/or washing shall be undertaken to reduce dust emissions on paved roads, shoulders and access ways adjacent to the site.
 6. All internal combustion engines should be properly maintained and tuned according to the manufacturer's specifications.

7. Idling of all internal combustion equipment shall be limited to ten minutes at any given time.
8. Encourage the use of building materials that do not require the use of paints/solvents.

III WATER

A. Alteration of Surface Water Quality

Prior to approval of improvement plans, the applicant for a specific residential development shall coordinate with the Stanislaus County Public Works Department, for review and approval, a plan to provide regular cleaning of streets and parking lots during construction. Possible funding sources include gas tax and participation in County Service Areas.

B. Reduction of Water Supplies

1. Prior to the issuance of building permits, the County shall require new development to include water conservation measures including, but not limited to, low flow toilets and drought resistant landscaping.
2. An additional well to be sited Keyes Community Services District Engineer to provide the additional water needed for the proposed middle school and new residential.

IV PLANT/ANIMAL LIFE

A. Agricultural Crop Reduction

The projects meets the Stanislaus County Agricultural Elements six criteria established for converting agricultural land to residential. Also, the TID Lateral 2 1/2, just north of the project site and Washington Blvd. on the east, will provide a buffer against further encroachment into agricultural land.

V LIGHT AND GLARE

1. Prior to approval of Site Plan Review or Conditional Use Permits for specific development projects, the applicant shall provide the County Planning Department with lighting plans consistent with County ordinances.

VI TRANSPORTATION/CIRCULATION

~~A traffic report will be done as development occurs.~~

MITIGATION MEASURES/RECOMMENDATIONS

The purpose of this section is to describe mitigation measures which will alleviate unsatisfactory operating conditions. In Stanislaus County, "unacceptable" conditions are identified as those locations where Level of Service (LOS) "E" or "F" is experienced at a signalized intersection location during peak traffic hours.

At unsignalized intersections, the method for determining unsatisfactory operations is based on Caltrans peak hour warrants for signalization. Therefore, although motorists on a minor side street approach may experience delays characterized by (LOS) "E" or "F", in absence of a history of accidents or complaints, traffic conditions are generally not assumed to be unacceptable unless signal warrants are satisfied.

A. Mitigation for Existing Conditions

No improvement needs have been identified for existing conditions, as satisfactory operating conditions exist at study intersections. Traffic Signal warrants do not appear to be met at any unsignalized intersections.

B. Mitigation for Existing Plus Project Conditions

The following circulation system is needed in conjunction with build out of the Northeast Keyes CPA(Community Plan Area):

1. As the CPA area is developed, install ultimate half section improvements to Washington Road along the frontage of those parcels which develop.
2. When public street access is made to Washington Road, widen the road to accommodate a northbound left turn lane at the new intersections.
3. Widen Keyes Road to create an eastbound left turn lane at Nunes Road intersection
4. If the school site is developed on the west side of the CPA area, install pedestrian facilities on those routes providing access to the school within one or two blocks of the school.

5. Construct local street connections from the CPA area into existing Keyes as adjacent parcels are developed. Develop a "phasing plan" which ensures that adequate site access is incremental provided as the CPA area develops. The phasing plan should include as a goal a limit of 3,000 ADT on the existing local streets providing access to the project.
6. Finalize the CPA area circulation and access plan and construct internal circulation improvements concurrent with project development. The Final Circulation plan should include connections to the existing street system at the north and south ends of the CPA area. These connections should be extended as 60' streets across the plan area to Washington Road.

C. Mitigation for Long Term Cumulative Plus Project Condition

The traffic generated by regional development and by the Northeast Keyes Community Plan Amendment will result in the need for mitigation at major intersection and on key roads:

1. As future traffic volumes on Washington Road area forecast to reach 8,600 to 10,600 ADT, minimize direct residential and school access to Washington Road.
2. Development within the site shall contribute its fair share toward regional traffic impacts/mitigation through Stanislaus County's existing PFF program.
3. Keyes Road will need to be widened to four lanes from Foote Road over SR 99 through Golden State Blvd. Traffic signals will be required at the two ramp intersections. Development within the CPA area should contribute its fair share toward the cost of these improvements based on the project's percentage of future new trips on the interchange. We calculate that CPA area trips represent 8% of the total new PM peak hour trips expected in the year 2015.
4. Washington Road bridge across the TID canal will eventually need to be widened. Development within the CPA should contribute its fair share toward the cost of this improvement based on the project's percentage of future new trips on the interchange. We calculate that the CPA trips represent 7% of the total new PM peak hour trips expected in the year 2015 across the bridge.

VII PUBLIC SERVICES

A. Fire

1. Prior to the issuance of building permits, the applicant associated with each specific development shall pay all applicable program fees as defined by the Keyes Fire Protection District, which are intended to help defray fire protection service costs for the purchase of new or replacement vehicles and substation space.
2. Through the improvement plan and building permit process the applicant shall demonstrate compliance with fire safety measures identified in the development review process as well as County Codes.

B. Police

1. Prior to the recordation of final maps, the applicant associated with each specific development onsite shall develop a program fee as defined by the County, which is intended to help defray the Sheriff Department's costs for purchase of new or replacement vehicle, substation space, personnel costs, and general overhead.
2. Through the improvement plan and building permit process, the applicant shall demonstrate compliance with security measures identified in the County's development review process as well as County Codes.

C. Schools

Prior to the issuance of building permits, the applicant associated with the specific development shall pay all applicable school mitigation fees as determined by Stanislaus County Board of Supervisors. The applicant is currently negotiating with the Keyes Community Services District and the Turlock Union School District concerning mitigation measures the School District will require of this particular development. Negotiations are on-going with the School District concerning the installation of common facilities, water, sewer, storm drain that will accommodate this project, as well as the School District's proposed junior high school. The project proponents are working with the School District to develop a memorandum of understanding to accommodate not only school mitigation, but also land purchase and installation of master facilities. It is envisioned that this memorandum of understanding will be accomplished before the first building permit is issued.

D. Parks and Other Recreation Facilities

Formation of a County Service Area to fund maintenance costs associated with parks and common area landscaping areas.

VIII ENERGY

- A. Prior to approval of improvement plans, the applicant of a particular development onsite shall consult with Pacific Gas & Electric, Turlock Irrigation District, and other utilities, and demonstrate to the County that energy conservation techniques have been incorporated into building and landscape design.
- B. Prior to Certificate of Occupancy, the applicant of a particular development onsite shall consult with all applicable utilities and demonstrate a good faith effort to the County that energy efficient appliances have or will be installed.

IX AESTHETICS

- A. The applicant of specific development projects within the project site shall underground all utility lines as determined by County policies.

X RECREATION

- A. ~~Dedication of land and improvements of the park acreage shall occur prior to 50% build out of the entire project.~~ Developer agrees to participate in the park improvements on a pro-rata basis (a budget has not been determined by the Parks Department).

XI CULTURAL RESOURCES

- A. Alteration of Archaeological Site

In the event that historic or prehistoric remains are discovered during grading and construction, such activities shall cease until the significance and extent of those remains can be ascertained by a certified archaeologist. If, in the opinion of the certified archaeologist, the site would yield new information or important verification of previous information, appropriate preservation methods shall be administered which can include avoidance, capping or covering of the site(s), or deeding of the site into a permanent conservation easement. An excavation plan shall be required by the County if avoidance of an important archaeological resource is not feasible.

EXHIBIT "C"

Special Conditions: None.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT – effective 1/1/2015

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 -

County of Stanislaus

On September 28, 2016, before me, Georgie Price, Notary Public, personally appeared John M. Dunn, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



(Place Notary Seal Above)

Georgie Price

Georgie Price, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: S.I.A. Bonita Ranch Unit 5

Document Date: No date Number of Pages: 14 + Notary

ATTACHMENT 4

Final Map

ATTACHMENT AVAILABLE
FOR REVIEW