

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

DEPT: Public Works

BOARD AGENDA #: *C-2

AGENDA DATE: August 29, 2017

SUBJECT:

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Bonita Ranch Unit 6 in the Keyes Community Area

BOARD ACTION AS FOLLOWS:

No. 2017-480

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

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended


2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Bonita Ranch Unit 6 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.

On May 16, 2017, all subdivision improvements for Tentative Subdivision Map 99-05 Bonita Ranch Unit 5 were approved and accepted by the Board of Supervisors. The required subdivision improvements were installed to the satisfaction of Stanislaus County and Keyes Community Services District and the associated Performance and Labor and Materials Bond(s) were released.

The final map for Bonita Ranch Unit 6 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.

Bright Development, the subdivider, 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 0711544 for \$615,605 to secure faithful performance of subdivision and off-site improvements. The Labor and Materials Bond Number 0711544 for \$307,803 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:

There is no fiscal impact associated with this item. 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.

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Bonita Ranch Unit 6 in the Keyes Community Area

STAFFING IMPACT:

Existing Public Works staff will oversee this agreement.

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

ATTACHMENTS AVAILABLE
FROM YOUR CLERK

ATTACHMENT 1
FAITHFUL PERFORMANCE BOND

ATTACHMENTS AVAILABLE
FROM CLERK

ATTACHMENT 2
LABOR AND MATERIAL BOND

ATTACHMENTS AVAILABLE
FROM CLERK

ATTACHMENT 3
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



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2017-0067366-00

Thursday, SEP 14, 2017 09:17:34
Ttl Pd \$0.00 Rcpt # 0004022369
AKN/R2/1-15

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR THE BONITA RANCH, UNIT 6
SUBDIVISION**

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is entered into on August 29, 2017 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.
- 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.

22. Subdivider shall perform or satisfy, in a timely manner, any work or act to be performed as set forth in the Conditions and Specifications.

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

3. Improvement Security

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. Subdivider shall deliver a cash deposit in the amount of \$10,000 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.

82. 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.

83. 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.

102. Requirements of All Insurance: All insurance required herein is expressly subject to the following:

102.1. 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.

1022. 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.

1023. 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.

1024. Subdivider shall require that all of its contractors and subcontractors be subject to all of the indemnity and insurance requirements stated in this Agreement.

1025. The limits of insurance described herein shall not limit the liability of Subdivider and Subdivider's agents, representatives, employees, contractors or subcontractors.

1026. 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.

103. 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:

103.1. 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.

103.2. 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.

1033. 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.

1034. 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.

104. 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

11.1. 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 and acceptance 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 Department of Public Works and accepted by the Board of Supervisors 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 and accepted by the Board of Supervisors 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

181. 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.

182. 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

183. 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.

ACKNOWLEDGMENT

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)

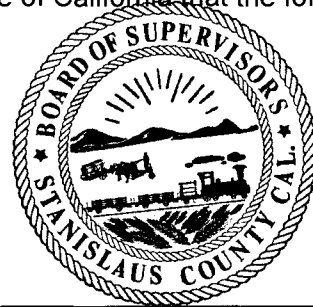
On September 12, 2017 before me, Kelly Rodriguez, Deputy Clerk
(insert name and title of the officer)

personally appeared Vito Chiesa,
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 hand and official seal.

Signature Kelly Rodriguez (Seal)



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 *Vito Chiesa*
Vito Chiesa

By *John M. Dunn, Jr.*
John M. Dunn

Chairman of the Board of Supervisors
County of Stanislaus, State of California

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



u

By *Patricia Gonzalez*
Patricia Gonzalez
Deputy Clerk

APPROVED AS TO FORM
Jack Doering
County Counsel

By *Amanda DeHart*
Amanda DeHart
Deputy County Counsel

APPROVED AS TO CONTENT
Department of Public Works

By *Matt Machado*
MATT MACHADO
Director

EXHIBIT "A"

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

EXHIBIT "C"

Special Conditions: None.

The section below is for your information only.

Note to Subdivider:

1. Execute acknowledgment form and sign this Agreement before a Notary Public; and

2. If a corporation, (a) attach a certified copy of the Bylaws or the Resolution of the Board of Directors authorizing execution of this contract and the bond required hereby; and (b) the corporate seal must be affixed to the Agreement.

3. Required Exhibits: Exhibit A is a legal description of the subdivision. This will be the book and page this map is recorded in. Exhibit B is a copy of all tentative map conditions, including any revised tentative map conditions. Exhibit "C" is a list of Special Conditions. YOU DO NOT need to do anything with these exhibits. The County will attach these items.

Thank you.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

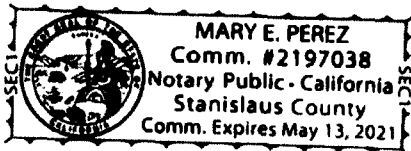
County of Stanislaus

}

On July 21, 2017 before me, Mary E. Perez, Notary Public,
Date Name and Title of the Officer

personally appeared John M. Dunn,
Name of Signer

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.

Signature

[Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement Bonita Ranch

Document Date: None Number of Pages: 14 unit 6

Signer(s) Other Than Named Above: County of Stanislaus.

Capacity(ies) Claimed by Signer(s)

Signer's Name: John M. Dunn

- Corporate Officer - Title(s): Vice President
- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: Bright Development, a California Corporation

ATTACHMENT 4

FINAL MAP

ATTACHMENTS AVAILABLE
FROM CLERK