

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

DEPT: PUBLIC WORKS  
Urgent        Routine ✓  
CEO Concurs with Recommendation YES        NO         
(Information Attached)

BOARD AGENDA # \*C-2  
AGENDA DATE OCTOBER 9, 2001  
4/5 Vote Required YES        NO ✓

SUBJECT: APPROVAL OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR BANGS INDUSTRIAL PARK

STAFF RECOMMENDATIONS: APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR BANGS INDUSTRIAL PARK.

FISCAL IMPACT: There is no fiscal impact associated with this action.

BOARD ACTION AS FOLLOWS:

No. 2001-787

On motion of Supervisor Blom, Seconded by Supervisor Caruso  
and approved by the following vote,  
Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul  
Noes: Supervisors: None  
Excused or Absent: Supervisors: None  
Abstaining: Supervisor: None  
1) X Approved as recommended  
2)        Denied  
3)        Approved as amended  
MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

Christine Ferraro

File No.

**SUBJECT:** APPROVAL OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR BANGS INDUSTRIAL PARK

**PAGE:** 2

**DISCUSSION:** Bangs Industrial Park is a 23-lot industrial subdivision (including the drainage basin lot), located on Bangs Road north of Modesto, California. The subdivision was approved as Vesting Tentative Parcel Map No. 2000-18 by the Stanislaus County Board of Supervisors on October 24, 2000.

Unlike a residential subdivision map, this parcel map does not require approval from the Board of Supervisors. Normally, industrial subdivision improvements must be installed and accepted by the County before the parcel map may be filed with the County Recorder. In lieu of this process, the County requires the subdivider to enter into a Subdivision Improvement Agreement in order to file the parcel map.

Since the subdivision improvements have not been accepted by the Board of Supervisors, the subdivider has entered into a Subdivision Improvement Agreement with Stanislaus County to ensure that the construction of all subdivision improvements are 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 subdivider has provided a Certificate of Deposit, Account No. 40706427, ID No. 1, issued by Northern Trust Bank, in the amount of \$413,758, to secure faithful performance; and a Certificate of Deposit, Account No. 40706427, ID No. 2, issued by Northern Trust Bank, in the amount of \$370,066 to secure payment of all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforementioned agreement. The Subdivision Improvement Agreement and the financial guarantees have been filed with the Clerk of the Board of Supervisors.

It is anticipated that the subdivision improvements will be completed within the next 45 days. Since time is of the essence, the subdivider has posted the required guarantees, and has requested that the County execute the Subdivision Improvement Agreement in order to have the final parcel map filed with the County Recorder as soon as possible.

**POLICY**

**ISSUE:** This action is consistent with the Board's policy of providing a safe, healthy community.

**STAFFING**

**IMPACT:** There is no staffing impact associated with this action.

RC:la

(H:\SERVICES\BANGSINDUSTRIALPARK.RC)

RECORDING REQUESTED BY  
AND RETURN TO:

STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
1010 10<sup>th</sup> Street, Suite 3500  
MODESTO, CA 95354  
Attn: Ron Cherrier

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**SUBDIVISION IMPROVEMENT AGREEMENT  
FOR BANGS INDUSTRIAL PARK**

THIS SUBDIVISION IMPROVEMENT AGREEMENT, is entered into on 10/9/2001, 2001, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County," and Randy Thomas, hereinafter referred to as "Subdivider."

**RECITALS**

- A. Subdivider is the owner of, and intends to subdivide that certain tract of land situated in the County of Stanislaus, California, generally known and described as Vesting Tentative Map No. 2000-18, approved by the Stanislaus County Planning Commission on September 7, 2000, more particularly described on Exhibit "A" attached hereto ("Subdivision.")
- B. Subdivider is required to construct certain Improvements as specified in this Agreement.
- C. Subdivider is required to satisfy certain conditions of development after the filing of the final map.
- D. County and Subdivider desire to assure that all Improvements will be constructed in accordance with the Conditions and Specifications, and that all remaining conditions of development are performed or satisfied in a timely manner.

NOW, THEREFORE, in consideration of the recording of the final map, the parties hereto mutually covenant and agree as follows:

**1. Definitions**

1.1. "Acceptance of the Improvements" or "Accept the Improvements" means the Board of Supervisors' formal acceptance of the Improvements or adoption of a resolution reflecting that the Improvements are complete and meet the requirements of the Conditions and Specifications.

1.2. "Improvements" includes the Improvements required by the Conditions and Specifications, including but not limited to: road and street improvements, drainage facilities, sidewalks, curbs, gutters, street signs, sanitary sewer system, water system, fire

hydrants, street lights, monuments, other facilities, structures, grading, mitigation measures or conditions of development.

1.3. "Improvement Plans" mean the plans and specifications applicable to the Subdivision which have been approved by the County.

1.4. "Conditions and Specifications" includes the Improvement Plans, the latest version of County of Stanislaus Department of Public Works Improvement Standards, the Stanislaus County Code, all applicable laws, rules, regulations, ordinances, policies, resolutions, mitigation measures, planned development guidelines, zoning restrictions, conditions of development, and tentative map conditions. A copy of the tentative map conditions is attached hereto as Exhibit "B".

1.5. "Subdivision Costs and Fees" includes all labor, materials, equipment, costs and fees associated with the construction, installation, completion, inspection and acceptance of the Improvements, and all fees imposed or required by the Conditions and Specifications.

## **2. Scope of Work**

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

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

## **3. Improvement Security**

3.1. Prior to recording the final map, Subdivider shall file with the County a cash, a letter or credit, or a bond from a California admitted surety, pursuant to Stanislaus County Code § 20.56.030 ("Improvement Security") in an amount determined by the County pursuant to Government Code §66499. et seq. as faithful performance and payment security. In the event any changes or alterations in the work exceed 10% of the original estimated cost of the Improvements, the Subdivider shall provide additional security to the County.

3.2. The faithful performance security shall include a guarantee of (a) faithful performance of all of the provisions of this Agreement; (b) the performance of any changes or alterations in such work provided; (c) the guarantee and warranty of the work for a period of one year following Acceptance of the Improvements, against any defective work or labor done or defective materials furnished, in the performance of this Agreement; (d) Costs and reasonable expenses and fees, including reasonable attorneys' fees.

3.3. The payment security shall secure payment for the contractor, subcontractors, and persons renting equipment or furnishing labor or materials to them for the work required pursuant to this Agreement.

3.4. The Improvement Security shall reflect the requirements of Government Code §§ 66499 through 66499.10, and any provisions of the Bond and Undertaking Law that are not inconsistent with those Government Code sections.

3.5. The Improvement Security shall be released in whole or in part in the manner set forth in Government Code §66499.7. Prior to releasing the payment security, the Subdivider shall provide the County with a mechanics lien guarantee to the benefit of Stanislaus County in the amount of the payment bond, which is dated at least 35 days after recordation of a Notice of Completion. The release shall not apply to any required guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

#### 4. Completion

4.1. Subdivider shall complete all Improvements within 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. 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 two year period, or the time period as may have been extended by the Department of Public Works, or if Subdivider abandons the project, the County may take any appropriate action to enforce the terms of this Agreement, including but not limited to:

4.3.a Exercising the County's rights to the Improvement Security;

4.3.b. 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.c. Instituting proceedings for reversion to acreage pursuant to Government Code §66499.12 et seq.

## **5. Improvement Plan Warranty**

5.1. Subdivider warrants that its Improvement Plans are adequate to accomplish the work in accordance with the Conditions and Specifications, and if at any time before the Acceptance of the Improvements the Improvement Plans prove to be inadequate in any respect, Subdivider shall make changes necessary to complete the work required in accordance with the Conditions and Specifications.

## **6. Guarantee, Warranty and Maintenance**

6.1. Subdivider guarantees and warrants that the work to be performed pursuant to this Agreement will be free from defects and will meet the requirements of the Conditions and Specifications. Subdivider shall maintain, repair or replace defective or damaged work or materials and work that does not meet the requirements of the Conditions and Specifications. Subdivider shall be responsible for any Subdivision work or Improvements damaged by Subdivider, its contractors or builders, before or after the work or Improvements are Accepted by the Board. This guarantee and warranty shall extend for a period of one year after Acceptance of the Improvements, and shall be secured for one year after Acceptance of the Improvements by a bond, cash, or letter of credit, in a form and in amounts acceptable to the County.

## **7. Fees and Costs**

7.1. Subdivider shall pay when due all Subdivision Costs and Fees.

7.2. Subdivider shall pay for the cost of relocating any existing utilities or poles as may be required in the Conditions and Specifications.

## **8. Inspections**

8.1. It is the responsibility of the Subdivider to request inspections as needed to ensure that the Improvements conform to the Conditions and Specifications. The County reserves the right to inspect all Improvements at any time. The Subdivider shall pay the County for the cost of all inspections.

8.2. The Department of Public Works shall have the right to reject any or all of the Improvements to be performed under this Agreement if the Improvements do not conform to the Conditions and Specifications.

8.3. Inspection of the work required under this Agreement or any statement by any officer, agent, or employee of the County indicating the Improvements or any part thereof comply with the requirements of this Agreement, or Acceptance of the Improvements, shall not relieve Subdivider of the obligation to perform the work in accordance with this Agreement; nor shall the County be thereby estopped from bringing any action for

damages arising from the failure to comply with any of the terms and conditions hereof.

## 9. Indemnity

9.1. Subdivider shall defend, indemnify and hold harmless the County from any and all claims, losses, damages or liability arising out of or relating in any way to this Agreement or to the Subdivision, except the active negligence of the County.

## 10. Insurance

10.1. Prior to the approval of this Agreement, Subdivider shall procure and maintain at Subdivider's expense for the duration of this Agreement the following insurance:

General liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project, or the general aggregate limit shall be twice the required occurrence limit.

Auto liability: Owned/Nonowned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than One Million Dollars (\$1,000,000) per accident, and providing property damage liability of no less than One Hundred Thousand Dollars (\$100,000) per accident.

Workers' Compensation: Workers' Compensation insurance as required by the Labor Code of the State of California.

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

10.2.a. 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.b. 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.c. 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.d. 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.e. The limits of insurance described herein shall not limit the liability of Subdivider and Subdivider's agents, representatives, employees, contractors or subcontractors.

10.2.f. 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.a. 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.b. 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.c. 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.d. The Subdivider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.4. Requirements of Workers' Compensation Insurance: The Worker's Compensation insurance coverage shall contain, or be endorsed to contain, that insurer shall agree to waive all rights of subrogation against the County and County's officers, officials, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Subdivider.

11. The Subdivision Site The Subdivider, its contractors and builders shall keep the Subdivision property clean and free of debris. No construction materials shall be stored in, on or along any County right of way.

12. Assignment

12.1. This Agreement shall not be assigned by Subdivider without the prior written consent of the County.

13. Runs with Land and Recordation

13.1. This Agreement shall run with the land and is binding on the Subdivider's heirs, successors and assigns. The County shall cause this Agreement to be recorded with the County Recorder.

14. Notice of Completion and As Built Drawings

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

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

15. Acceptance of the Improvements and Occupancy

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

15.2. The County Department of Building inspection shall not provide final inspection or occupancy approval of any structure within the Subdivision until all Improvements have been completed to the satisfaction of the County in accordance with the Conditions and Specifications. The Subdivider expressly agrees that any structures or residences within the Subdivision shall not be occupied until all Improvements have been completed to the satisfaction of the County in accordance with the Conditions and Specifications. The Subdivider shall provide a written disclosure of the occupancy restriction to all purchasers of Subdivision property.

**16. Effective Date of Agreement**

16.1. This Agreement shall 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:

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


Randy Thomas  
424 Evelyn Way  
Modesto, CA 95356

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

  
\_\_\_\_\_  
Pat Paul, Chair  
Stanislaus County Board of Supervisors

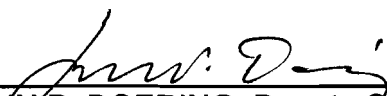
  
\_\_\_\_\_  
RANDY THOMAS

ATTEST

Christine Ferraro Tallman, Clerk of the Board  
Supervisors of the County of Stanislaus,  
State of California

By   
\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
MICHAEL H. KRAUSNICK  
County Counsel

By   
\_\_\_\_\_  
JOHN P. DOERING, Deputy County Counsel

APPROVED AS TO CONTENT  
Department of Public Works

  
\_\_\_\_\_  
GEORGE STILLMAN, Director

Note to Subdivider:

1. Execute acknowledgment form and sign this Agreement before a Notary Public; and
2. If a corporation, (a) attach a certified copy of the Bylaws or the Resolution of the Board of Directors authorizing execution of this contract and the bond required hereby; and (b) the corporate seal must be affixed to the Agreement.
3. **Required Exhibits:** Exhibit A is a legal description of the subdivision. Exhibit B is a copy of all tentative map conditions, including any revised tentative map conditions. Exhibit "C" is a list of Special Conditions.

**EXHIBIT "A"**

As per Parcel Map thereof filed \_\_\_\_\_, 2001 in Book \_\_\_\_\_ of Parcel  
Maps, at Page \_\_\_\_\_, Stanislaus County Records.

# EXHIBIT "B"

## CONDITIONS OF APPROVAL

REZONE APPLICATION NO. 2000-13  
PARCEL MAP APPLICATION NO. 2000-18  
LAURA SHULENBERGER

### Department of Planning and Community Development

1. Building permits must be obtained from the Building Inspection Division (UBC Section 301 and Title 16, Stanislaus County Ordinance Code). No building permits shall be issued until the Department of Environmental Resources has indicated that adequate water and sewage treatment facilities will be available prior to occupancy.
2. Prior to the occupancy of any building or operation of the approved use, the applicant shall meet all the requirements of the Department of Fire Safety.
3. A Certificate of Occupancy shall be obtained from the Building Inspection Division prior to occupancy (UBC Section 307).
4. With the development of each parcel, sufficient paved and marked parking spaces shall be provided as required by Chapter 21.76 of the Stanislaus County Code. Where appropriate, a bicycle rack(s) shall be provided for each business.
5. Prior to any development, a landscaping plan, indicating type of plants, initial plant size, location and method of irrigation shall be submitted and approved by the County Planning Director for each property. Landscaping must be installed prior to occupancy.
6. 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.
7. All exterior lighting of the facility shall be designed (aimed down and towards the site), to provide adequate illumination without a glaring effect on adjacent landowners.
8. A plan for any proposed signs indicating the location, height, area of the sign, and message, must be approved by the Planning Director before installation.
9. All construction resulting from this project shall comply with the standardized dust controls adopted by the San Joaquin Valley Air Pollution Control District.
10. Prior to the occupancy of the property with the approved use the owner/developer shall coordinate with a solid waste disposal service for the pick-up of recycled waste products. Individual waste containers for paper/plastic and cans/bottles shall be placed at convenient locations to encourage the recycling of waste products.

11. Trash bins shall be kept in trash enclosures constructed of materials compatible with the architecture of the development. Trash enclosures shall be placed in locations as approved by the refuse collecting agency and the Planning Director.
12. Fences and landscaping adjacent to roadways shall be in compliance with the County's "Visibility and Obstructions at Public Intersections" Ordinance.
13. The project shall comply with all development standards specified in Section 21.42 - Planned Industrial District, unless the Planning Commission grants specified exemptions based on justifiable reasoning and evidence presented by the applicant.
14. Developer shall pay all Public Facilities Impact Fees, and Fire Facilities Fees as adopted by resolution by the Board of Supervisors. The fees shall be payable at the time of issuance of building permits for any construction in the development project and shall be based on the rates in effect at the time of building permit issuance.
15. The applicant is required to defend, indemnify, or hold harmless the County, its officers and employees from any claim, action, or proceeding 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.
16. Prior to the issuance of the Notice of Determination, the applicant shall pay, within two weeks 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.
17. All proposed uses within the PI zone shall, prior to any construction or use, obtain a staff approval permit to allow site plan and operational/design review. Said staff approvals shall be circulated for comments as per normal County procedures.

**Department of Public Works**

18. The recorded parcel map shall be prepared by a licensed land surveyor or a registered civil engineer.
19. 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.
20. All structures not shown on the tentative parcel map shall be removed prior to the parcel map being recorded.

21. Road right of way shall be deeded to Stanislaus County as shown on the tentative parcel map. The chord of a 25 foot radius shall be provided at all intersections.
22. 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 parcel map being recorded. All roads fronting or within the subdivision, and the drainage system shall be designed and constructed in conformance with the standards contained in the 1998 edition of the Stanislaus County Improvement Standards. The improvements shall include, but not be limited to, street pavement, concrete curb and gutter, sidewalks, street lights, drainage facilities, pavement markings, and road signs. National Geodetic survey vertical (elevation) datum shall be used. If available 1988 data shall be used.
23. If the "storm drain basin" lot shown on the tentative parcel map is not of sufficient size to accommodate a basin conforming to County standards, the lot shall be enlarged as needed to accommodate a basin that conforms to County standards. A paved driveway with a minimum width of 20 feet shall be provided to the storm drain basin.
24. Prior to the parcel map being recorded the subdivider shall sign a "Subdivision Improvement Agreement" and post the required certificates of insurance and subdivision bonds with the Department of Public Works.
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 R-value test to establish appropriate road sections, and (b) sufficient test to establish the percolation rate for the drainage basin. The report shall be signed by a California registered civil 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 Modesto 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 area being subdivided shall be annexed to the North McHenry Lighting District. The subdivider shall provide all necessary documents and pay all costs associated with the annexation.

30. All street lights shall be installed on steel poles. Prior to the final map being recorded, the subdivider shall deposit the first year's operating and maintenance cost of the street lights with the Department of Public Works.
31. Prior to the issuance of a building permit, 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.
32. 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".
33. One bench mark (brass cap) shall be established within the subdivision 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.
34. Stanislaus County will not issue any final inspection and/or occupancy permits for any structures within the subdivision until all required subdivision improvements have been completed to the satisfaction of the Department of Public Works.
35. 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.

**Salida Fire Protection District**

36. This project will be subject to CEQA Fire Service Impact Mitigation Fees as adopted by the District Board of Directors and currently in place at the time of issuance of construction permits.
37. All buildings constructed shall meet the District's requirements for fire hydrants, hydrant locations and blue reflective street markers, sprinkler and alarms systems, key box rapid entry systems, adherence to all applicable codes, etc. Complete details will be made available upon request.

**Stanislaus Consolidated Fire Department**

38. Prior to construction fire access and fire protection water shall be approved.

**City of Modesto**

39. Connection to City water service shall be provided through an "outside boundary service agreement" as with properties in to the east and south of this property.



40. Developer shall pay City of Modesto Capital Facilities Fees and County Public Facilities Fees pursuant to the City/County Agreement dated March 13, 1990.

**Modesto Irrigation District (MID)**

41. In conjunction with related site/road improvement requirements, 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.
42. Costs for relocation and/or undergrounding the District's facilities at the request of others will be borne by the requesting party. Estimates for relocating or undergrounding existing facilities will be supplied upon request.
43. The District should be contacted for requests to remove existing service(s) within the outlined area. The cost for removal will be at the District's expense provided that the load being served is also removed.
44. 20 foot MID easements are required centered on the existing overhead lines. Additional easements may be required relative to future improvement/development plans.
45. A 10 foot Public Utilities Easement (PUE) is required along all existing and proposed street frontages.
46. Electric service to the individual lots is not available at this time. Owner/developer should contact the District's Electric Engineering Department to arrange for electric service to the project.
47. The existing irrigation pipeline must be removed from the north right-of-way line of Bangs Avenue to the east property line of proposed Parcel 24. The remaining line to the east of the development and the north line of Bangs Avenue must be sealed with a water-tight plug. All work must be coordinated with the MID.
48. An irrigation sign-off form must be completed to remove this property from the irrigation billing system..
49. A 10-foot wide irrigation easement is required across the applicant's parcel frontage to insure future access to irrigation water for the two adjacent parcels. This easement can be adjacent to, but must be separate from any public utility easement.

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**EXHIBIT "C"**

**Special Conditions: None.**