

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

DEPT: Public Works *Haus*

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE February 12, 2013

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of an Amendment to the Agreement Consenting to Common Use, Between the County of Stanislaus and Modesto Irrigation District

STAFF RECOMMENDATIONS:

1. Approve the Amendment to the Agreement Consenting to Common Use, between Stanislaus County and Modesto Irrigation District (MID) for the Claribel Road Widening Project, McHenry Avenue to Oakdale Road.
2. Authorize the Chairman of the Board to execute the Amendment between Stanislaus County and MID.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of the Amendment. The County will be responsible for the maintenance of the proposed concrete pipe culvert. Ongoing maintenance is funded through the annual Road and Bridge Operations budget.

BOARD ACTION AS FOLLOWS:

No. 2013-66

On motion of Supervisor Monteith, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini 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:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of an Amendment to the Agreement Consenting to Common Use, Between the County of Stanislaus and Modesto Irrigation District

**DISCUSSION:**

The Board of Supervisors approved the Agreement Consenting to Common Use between the County and MID to replace the existing canal with a culvert at the District's Lateral No. 6 within the District's right of way on November 7, 1995 (Attachment A). Subsequent to the agreement, the replacement of the culvert was placed on hold due to the lack of available funding for the Claribel Road Widening Project.

The Claribel Road Widening Project proposes to improve the Claribel corridor from Oakdale Road to McHenry Avenue in Stanislaus County. Improvements include widening Claribel Road, signalization of the intersection of Claribel Road and Coffee Road, replacement of an MID bridge crossing with a culvert, and the construction of a Class 1 bike path. Construction of the culvert requires work within MID's right of way. The area of common use to construct the project is shown on Exhibit "A" and Exhibit "B".

The purpose of the Amendment is to facilitate cooperation between the County and MID for improvements for the County to replace the existing bridge at MID Lateral No. 6. The common use area for the Project has changed from the original Agreement and the Amendment will establish the area of common use for a construction easement within the MID's right of way.

**POLICY ISSUES:**

This action supports the Board's priorities of Effective Partnerships and A Well Planned Infrastructure System by improving traffic flow and safety on Claribel Road from Oakdale Road to McHenry Avenue.

**STAFFING IMPACT:**

Staff from the Department of Public Works and County Counsel have been involved in the preparation and/or coordination of the development of the Contribution Agreement.

**CONTACT PERSON:**

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

AV/sn

L:\ROADS\9732 - Claribel Road Widening Project\Design\BOS\9732\_2-12-13 BOS item\_Claribel Amndmt to Agmt\_for AVerburg

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**AREA OF COMMON USE**  
**M.I.D. LATERAL NO. 6 AT CLARIBEL ROAD**

All that certain piece or parcel of land situate in the County of Stanislaus, State of California, lying within the Southwest quarter of Section 34, Township 2 South, Range 9 East and the Northwest quarter of Section 3, Township 3 South, Range 9 East, Mount Diablo Meridian, described as follows:

COMMENCING at the South 1/4 corner of Section 34, thence North 89°27'47" West, along the South line of said Section 34, a distance of 298.30 feet to a point on the Southeasterly right-of-way line of the Modesto Irrigation District (M.I.D.) Lateral No. 6 and being the TRUE POINT OF BEGINNING of this description; thence South 48°51'38" West along last said line, a distance of 150.00 feet; thence North 89°27'47" West, a distance of 195.51 feet to a point on the Northwesterly right-of-way line of said Lateral No. 6; thence North 48°51'38" East along last said line, a distance of 420.71; thence South 89°27'47" East, a distance of 195.51 feet to a point on the Southeasterly right-of-way line of said Lateral No. 6; thence South 48°51'38" West along last said line, a distance of 270.71 feet to the point of beginning of this area of common use description.

CONTAINING 54,692 square feet more or less.

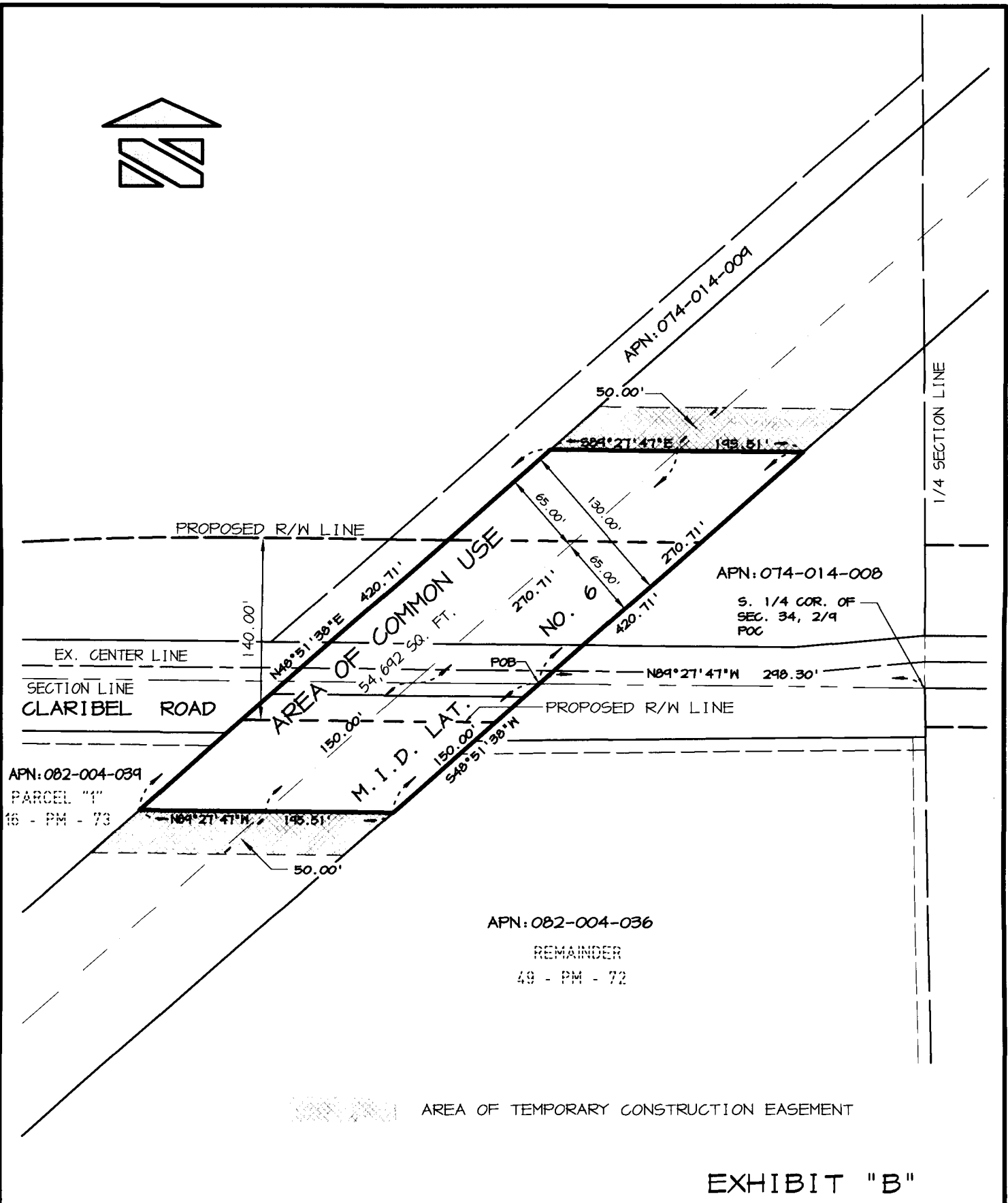


A handwritten signature in black ink that reads "Dave Skidmore".

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Dave L. Skidmore, P.L.S. 7126

7/18/12



AREA OF TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "B"

DRAWN:	DLS
DATE:	7/18/12
SCALE:	1"=100'
JOB #:	784-10
DWG:	Stan_MID

**PLAT TO ACCOMPANY  
 LEGAL DESCRIPTION**  
 STANISLAUS COUNTY - M.I.D.  
 AREA OF COMMON USE  
 STANISLAUS COUNTY, CALIFORNIA

**ASSOCIATED  
 ENGINEERING  
 GROUP**  
 4206 TECHNOLOGY DRIVE, SUITE 4, MODESTO, CA 95356  
 PHONE: (209) 545-3390 FAX: (209) 545-3875 www.assoceng.com

M.I.D

5222

**AGREEMENT CONSENTING TO COMMON USE**

This Agreement is made on November 7, 1995 by and between MODESTO IRRIGATION DISTRICT, an irrigation district, hereinafter called "District", and Stanislaus County, a political subdivision of the State of California, hereinafter referred to as "County".

This Agreement is made with reference to the following facts:

(a) District is in possession of certain real property in Stanislaus County consisting of a strip of land with certain canal improvements thereon, which real property is commonly known and referred to as District's "Lateral No. 6";

(b) County desires, at County's expense, to replace the existing crossing facility including the widening of such facility, by which Claribel Road crosses over the District's Lateral No. 6, and to make such improvements to District's Lateral No. 6 as are necessary to maintain said canal and crossing in light of the widening of the crossing facility (collectively, the "new crossing facility");

(c) The new crossing facility will occupy a portion of District's right-of-way for its Lateral No. 6, which portion is hereinafter referred to as the "Area of Common Use", and is described in Exhibit "A" and shown in Exhibit "B" attached hereto.

NOW, THEREFORE, IT IS AGREED as follows:

1. District, pursuant to the terms and conditions hereinafter set forth, hereby consents:

(a) To the County's construction of the new crossing facility within the Area of Common Use; and

(b) To the common use by District and County of said new crossing facility and the Area of Common Use.

2. District hereby grants to County a Temporary Construction Easement at each end of the Area of Common Use as shown in Exhibit "B" attached hereto. These temporary easements shall be used only for the purpose of and only for the period during initial construction of the new crossing facility.

3. County acknowledges District's title to District's property and facilities including, without limitation, the portion of the new crossing facility situated under

Attachment A

Claribel Road within the Area of Common Use. District has and maintains the right to make full use of District's property and facilities in the Area of Common Use without need for any further permit or permission from County. Except in emergencies, District shall give reasonable notice to County before performing any work on District's property or facilities in the Area of Common Use when such work will obstruct the free flow of traffic across the new crossing facility. No additional permit or permission shall be required to do such work, provided, that in all cases, District shall make adequate provision for the protection of the traveling public when performing work on the District's property or facilities within the Area of Common Use.

4. Inasmuch as District's irrigation facilities within the Area of Common Use will have been changed by County pursuant to this Agreement, by installation of two pipes to replace a bridge, County agrees to maintain, repair or replace such pipes at County's expense in a timely manner as and when such maintenance, repair or replacement is necessary, unless such maintenance, repair or replacement is made necessary by negligent or wrongful acts of District, its agents, contractors or employees or to provide increased hydraulic capacity of the pipes; provided, however, that District shall take reasonable care to keep the pipes clean and free from debris and other substances so as to ensure the free passage of water through them.

5. The construction of the new crossing facility consented to in Paragraph 1 of this Agreement shall be coordinated with District's Water Operations Division so that all work will be carried out outside of the irrigation season. County shall not perform any work in the Area of Common Use during any irrigation season which would interfere with the delivery of irrigation water. The parties hereto are mindful of the fact that District's irrigation season ordinarily, but not necessarily, ends mid-October and begins mid-March the following year.

6. County shall obtain District's approval, as to hydraulic considerations, of any and all construction plans and schedules prior to commencement of any work pursuant to this Agreement; provided however, that such approval shall not be unreasonably withheld. District may, at its discretion, but is not required to, inspect any and all work performed by County, or County's employees, agents or contractors

**in the Area of Common Use. District's rights hereunder to inspect and approve, shall not impose any duties or obligations on District, not shall such rights relieve County of the sole responsibility for the plans, schedules or work, or relieve County of its contractual responsibilities hereunder.**

**7. Prior to any excavation by County within the Area of Common Use, whether at the time of the installation of the new crossing facility or during subsequent periods or instances of maintenance, County or its contractor shall contact District and the Underground Service Alert (U.S.A. - 1-800-642-2444) for the purpose of determining the location of underground facilities, equipment and other improvements within said Area of Common Use. County shall be solely responsible for locating all underground improvements during construction and maintenance of the facilities within the Area of Common Use.**

**8. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any of District's rights in its property or facilities. Both County and District shall use the Area of Common Use in such a manner as to not interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which District or County may now have, or may hereafter acquire, resulting from the construction of additional facilities or the alteration of County facilities by either County or District in such a manner as to cause an unreasonable interference with the use of the Area of Common Use by the other.**

**9. Except as otherwise set forth herein, the new crossing facility shall, as between County and District, be the property of County and County shall have the sole responsibility and liability for said new crossing facility. County shall at all times maintain, at its own cost and expense, the new crossing facility. County agrees to assume the sole and exclusive risk for damage to property or injury or death to any persons, arising from, or in any way related to, the County's maintenance or failure to maintain of the new crossing facility. The District shall have no duty or obligation to maintain the new crossing facility other than as provided in paragraph #4 of this Agreement.**

10. If the construction, use or maintenance of the new crossing facility, or any portion thereof, causes damage, injury or degradation of the Area of Common Use, or District's property or facilities in, on or around the Area of Common Use, County shall, at its sole cost and expense, repair said damage, injury or degradation upon notice by the District. Any such repair shall be performed in a timely manner and shall be in strict accordance with plans acceptable to the District.

11. (a) County shall defend, indemnify and hold District, its directors, officers, agents, employees, volunteers, and each of them harmless from and against any and all damages, losses, claims and liabilities arising from any act, omission or negligence of County or County's agents, contractors or employees, or any of them, or arising from any accident, injury, or damage whatsoever caused to any person or property, occurring in, or in any manner connected directly or indirectly with, the performance this Agreement and use of the new crossing facility, including the Temporary Construction Easements, and from and against all costs, expenses, liabilities and attorney's fees incurred in, or in connection with any such claim or proceeding brought thereon.

(b) County shall promptly pay District, on demand, full money compensation for any damage to any of District's property of facilities caused by, or in any manner connected directly or indirectly with, the performance of this Agreement and use of the new crossing facility, including the Temporary Construction Easements.

12. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties; provided, however that neither party shall assign its rights or obligations hereunder without the prior consent of the other party. County shall have the right to allow utility companies to install their facilities within the existing forty-foot (40') Claribel Road road right-of-way, provided however that any utility wishing to install their facilities elsewhere within the Area of Common Use will be required to enter into an agreement permitting such installation with District prior to the commencement of any work.

13. It is expressly understood and agreed that this Agreement shall operate to give County the rights herein provided for only insofar as District may do so under



and by virtue of the rights that District has in that portion of District's Lateral No. 6 real property to which this Agreement applies.

14. This Agreement contains all the agreements of the parties hereto and cannot be amended or modified except by a written agreement.

15. Time is of the essence of each provision of this Agreement.

16. All exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.

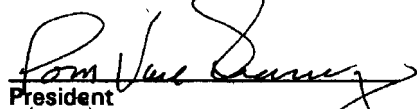
17. In the event that the Area of Common Use as described in Exhibit "A" is no longer used by County for the purposes agreed, the County, at its expense, shall remove County's improvements or take other closure action acceptable to District, and restore the Area of Common Use to its original condition or to a condition acceptable to the District. At such time as the Area of Common Use is no longer used by County for the purposes agreed, all rights granted to County hereunder shall terminate.

18. This Agreement is made solely for the benefit of County and it is not made for the benefit of any person, firm, association, corporation or public entity not a party hereto and no person, firm, association, corporation or public entity other than County shall have any right to enforce this Agreement under California Civil Code Section 1559 or otherwise.

19. If any of County's privileges or duties are to be exercised or performed by any independent contractor or contractors, County shall, effectively and appropriately, bind such contractor or contractors, contractually to the duties and obligations of County hereunder. In that connection, County shall among other requirements, require said contractor or contractors, to indemnify and hold District harmless from and against any and all claims, damages, loss, liability and expenses, including court costs and attorney's fees, arising out of or on account of, any injury to or death of any person or persons, or damage to property of any kind whatsoever and to whosoever belonging, arising out of, in any manner directly or indirectly connected with, said contractors or contractors acts or omission in exercising County's privileges or performing County's duties created by this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

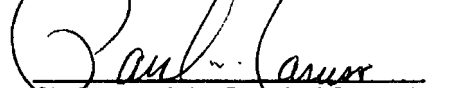
MODESTO IRRIGATION DISTRICT

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Approved as to Form: MID Counsel

COUNTY OF STANISLAUS


  
\_\_\_\_\_  
Chairman of the Board of Supervisors  
of the County of Stanislaus

ATTEST:

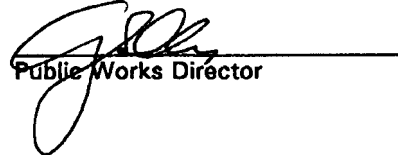
Regan M. Wilson, Clerk of the Board  
of Supervisors of the County of  
Stanislaus, State of California

By   
\_\_\_\_\_  
Deputy Clerk to the Board

APPROVED AS TO FORM  
MICHAEL H. KRAUSNICK,  
County Counsel

  
\_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO CONTENT:  
GEORGE STILLMAN,  
Public Works Director

  
\_\_\_\_\_  
Public Works Director

RESOLUTION NO. 95-161

APPROVING AGREEMENT CONSENTING TO COMMON USE BETWEEN  
MODESTO IRRIGATION DISTRICT AND STANISLAUS COUNTY

BE IT RESOLVED, That the President and Secretary of the Modesto Irrigation District are hereby authorized and directed, on behalf of the District, to execute that certain Agreement Consenting to Common Use, dated November 7, 1995, by and between the Modesto Irrigation District and Stanislaus County for the placement of a new crossing facility within the District's Lateral No. 6 right-of-way. Reference is hereby made to said Agreement for full facts and circumstances.

Moved by Director Hensley, seconded by Director Billington, that the foregoing resolution be adopted.

The following vote was had:

Ayes: Directors Billington, Hensley, Hettinga, Warda,  
Van Groningen

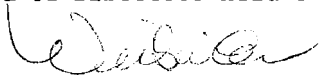
Noes: Directors None

Absent: Directors None

The President declared the resolution adopted.

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I, Vickie Ehrlar, Secretary of the Board of Directors of the Modesto Irrigation District, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a special meeting of said Board of Directors held on the 7th day of November, 1995.

  
Secretary of the Board of Directors  
of the Modesto Irrigation District

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# "EXHIBIT A"

## M. I. D. LATERAL NO. 6 AT CLARIBEL ROAD AREA OF COMMON USE

Portions of Section 34, of Township 2 South, Range 9 East, and Section 3, Township 3 South, Range 9 East, Mount Diablo Meridian, described as follows:

Commencing at the South 1/4 corner of Section 34; thence North 89°19'30" West 493.80 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence South 49°06'25" West along the northwesterly line of the 130 feet wide right-of-way for the Modesto Irrigation Districts Lateral No. 6, a distance of 100.00 feet; thence South 89°19'30" East 195.93 feet to the southeasterly line of said right-of-way for Lateral No. 6; thence North 49°06'25" East along said southeasterly line 100.00 feet to the south line of Section 34; thence continuing North 49°06'25" East 135 feet; thence North 89°19'30" West 195.93 feet to the northwesterly line of said right-of-way; thence South 49°06'25" West along said northwesterly right-of-way line 135.00 feet to the south line of Section 34 and the point of beginning of this description.

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EXHIBIT "B"

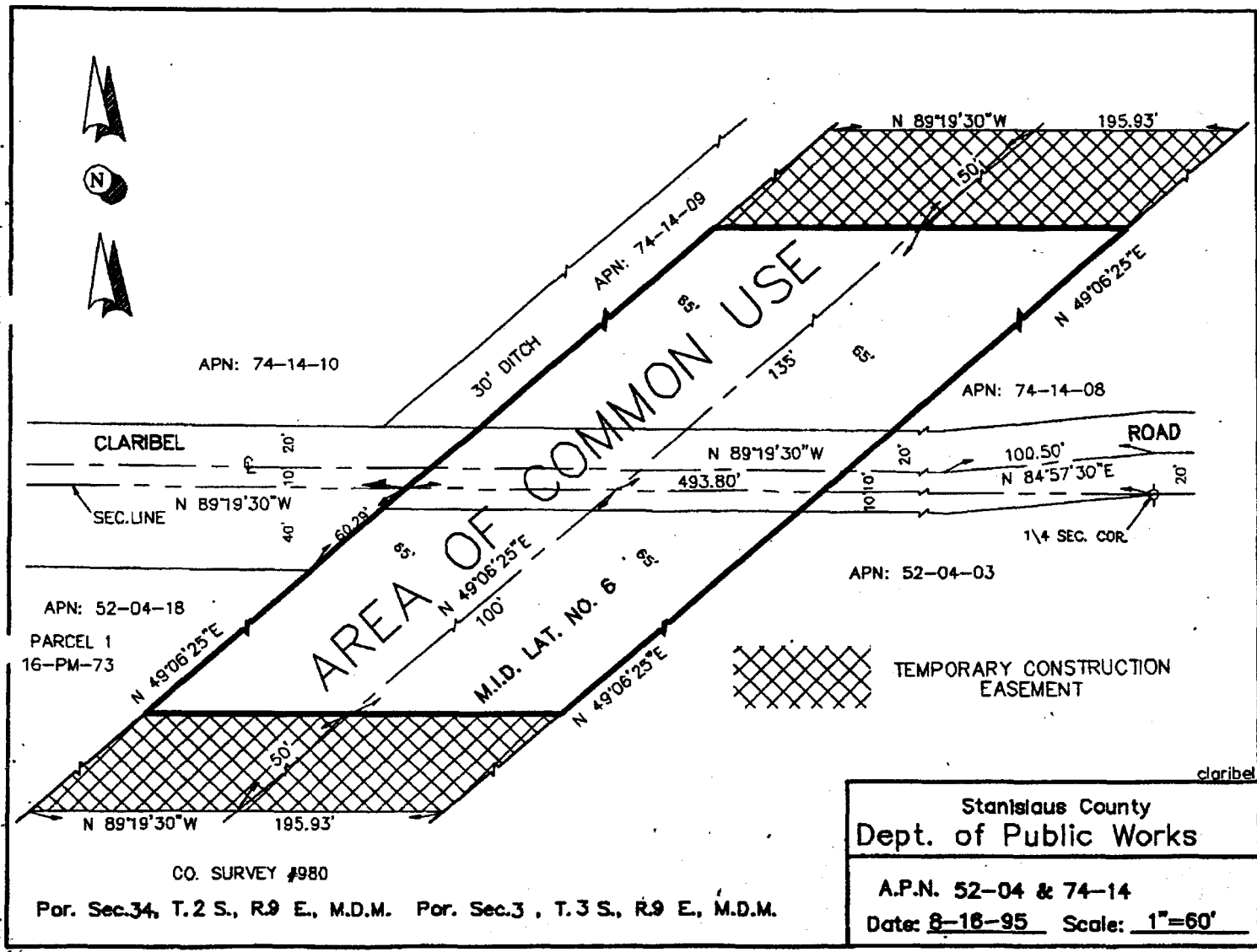


EXHIBIT "B"

Stanislaus County  
 Dept. of Public Works  
 A.P.N. 52-04 & 74-14  
 Date: 8-16-95 Scale: 1"=60'

CO. SURVEY #980  
 Por. Sec. 34, T. 2 S., R. 9 E., M.D.M. Por. Sec. 3, T. 3 S., R. 9 E., M.D.M.

# MEMORANDUM



GENERAL SERVICES

**TO:** Allen Short  
**FROM:** Steve LaBarbera  
**DATE:** November 1, 1995  
**RE:** Agreement Consenting to Common Use

*sk F. Gomes 11/1/95*

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Attached is an Agreement Consenting to Common Use between the District and Stanislaus County. Stanislaus County desires to replace an existing bridge on Claribel Road where it crosses our Lateral 6. This agreement allows them to construct the portion of the new bridge within our right-of-way. The agreement also allows temporary construction easements during the construction of the new bridge.

Electric and Water Operations have reviewed and approved the new bridge crossing over Lateral 6. The agreement allows the District to approve all constructions plans and schedules prior to the commencement of work in the area of common use.

Counsel has inserted a clause to hold the District harmless in the performance of this agreement.

Ready for Board. Need execution and authorizing resolution.

Vicki: Please return one executed copy to me for forwarding to Stanislaus County.

Attachments

c: F. Gomes

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**AMENDMENT TO AGREEMENT CONSENTING TO COMMON USE**

**STANISLAUS COUNTY AND MODESTO IRRIGATION DISTRICT**

This Amendment to the Agreement Consenting to Common Use ("Amendment") between Stanislaus County ("County"), and Modesto Irrigation District, a California irrigation district ("District"), is dated as of March 1, 2013.

**RECITALS**

A. District and County entered into that certain Agreement Consenting to Common Use, dated November 7, 1995, under District Resolution No. 95-161 (the "Agreement").

B. County now wishes to make further improvements to Claribel Road where it crosses the District's Lateral No. 6. Such improvements will further occupy a portion of District's right of way for its Lateral No. 6, defined as the "Area of Common Use" in the Agreement.

C. The additional improvements desired by County are as described in Exhibit "A" and illustrated in Exhibit "B" attached hereto and incorporated herein by this reference (the "New Crossing Facilities").

D. County also desires a temporary construction easement as illustrated in Exhibit "B" which shall expire upon completion of the widening of Claribel Road.

E. District is willing to permit County to expand its New Crossing Facilities under certain terms and conditions.

F. District and County desire to enter into this Amendment in order to amend the Agreement as provided herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Recitals A through F stated above are true and correct and are incorporated herein as though fully set forth.

2. Item (c) of the Agreement is hereby amended to specifically permit County to expand its New Crossing Facility for its road improvement project identified as the Claribel Road Widening Project McHenry Avenue to Oakdale Road Federal Project No. CML-5938 (184), as described in Exhibit "A" and shown in Exhibit "B" attached hereto.

3. The term "Area of Common Use" in the Agreement shall be amended to include the area described in Exhibit "A" and shown in Exhibit "B" attached hereto.

4. The term "Temporary Construction Easement" as used in the Agreement shall be amended to include the area labeled "Area of Temporary Construction Easement" in Exhibit "B" attached hereto.

5. The term "Agreement" as used in the Agreement shall be amended to incorporate the recitals and agreement contained in this document, including Exhibit "A" and Exhibit "B" attached hereto, identified as "AMENDMENT TO AGREEMENT CONSENTING TO COMMON USE."

6. Prior to the date that County or its contractor commences work related to the New Crossing Facilities, County must submit a proposed construction schedule for approval by District.

7. Other than any defined terms established by way of this Amendment, all defined terms used herein shall have the same meaning as set forth in the Agreement. Except as modified by the terms of this Amendment, the provisions of the Agreement shall remain unchanged, in full force and effect and binding upon the parties thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first above written.

**MODESTO IRRIGATION DISTRICT**

**COUNTY OF STANISLAUS**

  
\_\_\_\_\_

By: Roger Van Hoy, Interim General Manager

B.P.

\_\_\_\_\_

  
\_\_\_\_\_

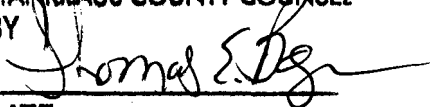
By: Vito Chiesa, Chairman  
Board of Supervisors

  
\_\_\_\_\_

By: Matt Machado, Public Works Director

By: \_\_\_\_\_

APPROVED AS TO FORM:  
STANISLAUS COUNTY COUNSEL  
BY

  
\_\_\_\_\_

DATE: \_\_\_\_\_



**RESOLUTION NO. 2013-10**  
**APPROVING AMENDMENT TO AGREEMENT CONSENTING**  
**TO COMMON USE DATED NOVEMBER 7, 1995, BETWEEN**  
**MODESTO IRRIGATION DISTRICT AND STANISLAUS COUNTY**

BE IT RESOLVED, That the Board of Directors of the Modesto Irrigation District does hereby authorize and direct the Interim General Manager to execute that certain Amendment to Agreement Consenting to Common Use dated November 7, 1995, between Modesto Irrigation District and Stanislaus County consenting to the further occupation of District's Lateral No. 6 Right of Way and to further expand the crossing facility to accommodate the County's road improvement project identified as the Claribel Road Widening Project McHenry Avenue to Oakdale Road Federal Project No. CML-5938 (184) lying within the Southwest quarter of Section 34, Township 2 South, Range 9 East and the Northwest quarter of Section 3, Township 3 South, Range 9 East, Mount Diablo, Base and Meridian, in the County of Stanislaus.

Stanislaus County has agreed to the terms and conditions of the Amendment to the Agreement which is more particularly described in said Agreement and to which reference is hereby made for full particulars

Moved by Director Warda, seconded by Director Van Groningen, that the foregoing resolution be adopted.

The following vote was had:

Ayes: Directors Byrd, Van Groningen, Warda and Wild

Noes: Directors None

Absent: Director Blom

The Vice President declared the resolution adopted.

o0o

I, Pat Mills, Secretary of the Board of Directors of the Modesto Irrigation District, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a special meeting of said Board of Directors held the 26th day of February 2013.



Secretary of the Board of Directors  
of the Modesto Irrigation District

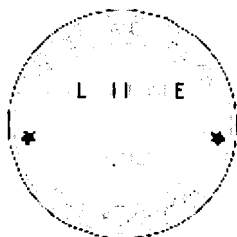
**EXHIBIT "A"**


**EXHIBIT "A"  
LEGAL DESCRIPTION  
AREA OF COMMON USE  
M.I.D. LATERAL NO. 6 AT CLARIBEL ROAD**

All that certain piece or parcel of land situate in the County of Stanislaus, State of California, lying within the Southwest quarter of Section 34, Township 2 South, Range 9 East and the Northwest quarter of Section 3, Township 3 South, Range 9 East, Mount Diablo Meridian, described as follows:

COMMENCING at the South 1/4 corner of Section 34, thence North 89°27'47" West, along the South line of said Section 34, a distance of 298.30 feet to a point on the Southeasterly right-of-way line of the Modesto Irrigation District (M.I.D.) Lateral No. 6 and being the TRUE POINT OF BEGINNING of this description; thence South 48°51'38" West along last said line, a distance of 150.00 feet; thence North 89°27'47" West, a distance of 195.51 feet to a point on the Northwesterly right-of-way line of said Lateral No. 6; thence North 48°51'38" East along last said line, a distance of 420.71; thence South 89°27'47" East, a distance of 195.51 feet to a point on the Southeasterly right-of-way line of said Lateral No. 6; thence South 48°51'38" West along last said line, a distance of 270.71 feet to the point of beginning of this area of common use description.

CONTAINING 54,692 square feet more or less.



  
\_\_\_\_\_  
Dave L. Skidmore, P.L.S. 7126  
7/18/12

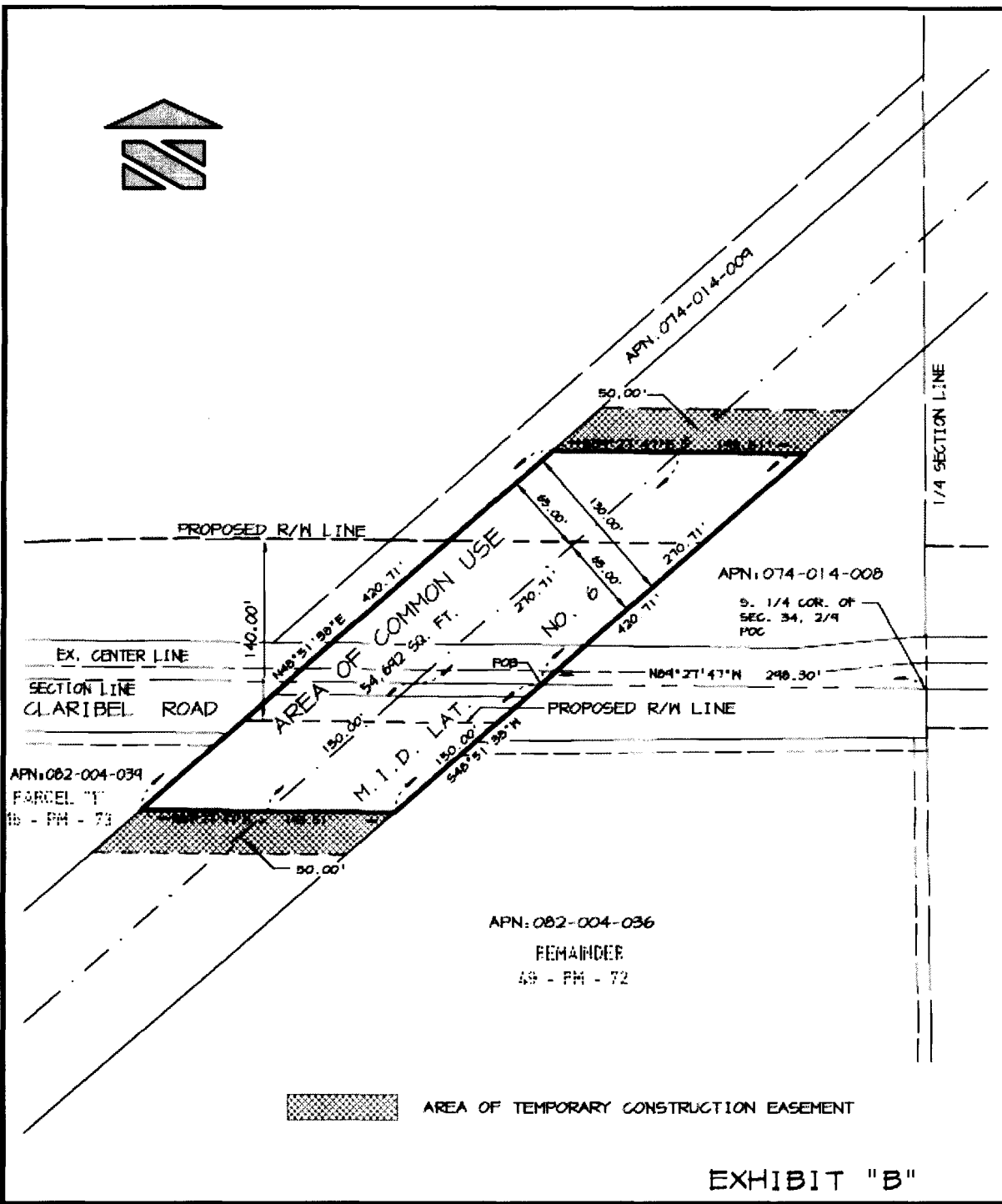


EXHIBIT "B"

DRAWN:	DLS
DATE:	7/18/12
SCALE:	1"=100'
JOB #:	784-10
DWG:	Stan_MID

PLAT TO ACCOMPANY  
 LEGAL DESCRIPTION  
 STANISLAUS COUNTY - M. I. D.  
 AREA OF COMMON USE  
 STANISLAUS COUNTY, CALIFORNIA

**ASSOCIATED  
 ENGINEERING  
 GROUP**

4305 TECHNOLOGY DRIVE, SUITE 4, MCKEEPTO, CA 95226  
 PHONE: (925) 942-5200 FAX: (925) 942-3200 www.aengr.com