



City of Los Banos

At the Crossroads of California

www.losbanos.org

AGENDA

CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS

520 J Street

Los Banos, California

NOVEMBER 18, 2015

If you require special assistance to attend or participate in this meeting, please call the City Clerk's Office @ (209) 827-7000 at least 48 hours prior to the meeting.

The City of Los Banos complies with the Americans with Disabilities Act (ADA) of 1990.

Si requiere asistencia especial para atender o participar en esta junta por favor llame a la oficina de la Secretaria de la ciudad al (209) 827-7000 a lo menos de 48 horas previas de la junta.

La Ciudad de Los Banos cumple con la Acta de Americanos con Deshabilidad (ADA) de 1990.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the meeting and in the City Clerk's office located at City Hall, 520 J Street, Los Banos, California during normal business hours. In addition, such writings and documents may be posted on the City's website at www.losbanos.org.

Cualquier escritura o los documentos proporcionaron a una mayoría del Ayuntamiento respecto a cualquier artículo en este orden del día será hecho disponible para la inspección pública en la reunión y en la oficina de la Secretaria de la ciudad en City Hall, 520 J Street, Los Banos, California durante horas de oficina normales. Además, tales escrituras y los documentos pueden ser anunciados en el website de la ciudad en www.losbanos.org.

1. CALL TO ORDER. **7:00 PM**
2. PLEDGE OF ALLEGIANCE.
3. ROLL CALL: (City Council Members)

Faria ____, Lewis ____, Silveira ____, Stonegrove ____, Villalta ____
4. CONSIDERATION OF APPROVAL OF AGENDA.
5. PUBLIC FORUM. (Members of the public may address the City Council Members on any item of public interest that is within the jurisdiction of the City Council; includes agenda and non-agenda items. No action will be taken on non-agenda

items. Speakers are limited to a five (5) minute presentation. Detailed guidelines are posted on the Council Chamber informational table.)

6. CONSIDERATION OF APPROVAL OF CONSENT AGENDA. (Items on the Consent Agenda are considered to be routine and will be voted on in one motion unless removed from the Consent Agenda by a City Council Member.)

A. Check Register for #156319 – #156619 in the Amount of \$1,574,171.97.

Recommendation: Approve the check register as submitted.

B. Minutes for the September 16, 2015 City Council Meeting.

Recommendation: Approve the minutes as submitted.

C. Minutes for the October 21, 2015 City Council Meeting.

Recommendation: Approve the minutes as submitted.

D. City Council Resolution No. 5709 – Accepting the 13th Street Water Extension as Complete and Authorizing the Filing of a Notice of Completion with the Merced County Recorder.

Recommendation: Adopt the resolution as submitted.

E. City Council Resolution No. 5710 – Accepting the Henry Miller Area Storm and L Street Water Line as Complete and Authorizing the Filing of a Notice of Completion with the Merced County Recorder.

Recommendation: Adopt the resolution as submitted.

7. CONSIDERATION OF APPROVAL OF CITY COUNCIL RESOLUTION NO. 5711 - ACCEPTING FINAL TRACT MAP #2004-05 FOR THE VILLAGES III PHASE 1 AT STONECREEK AND VILLAGES III PHASE 2 AT STONECREEK AND ACCOMPANYING SUBDIVISION IMPROVEMENT AGREEMENT.

Recommendation: Adopt the resolution as submitted.

8. STORM PREPAREDNESS PRESENTATION.

Recommendation: Informational item only, no action to be taken,

9. ADVISEMENT OF PUBLIC NOTICES. (No report)

10. CITY MANAGER REPORT.

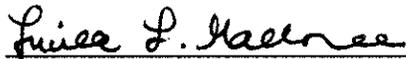
11. CITY COUNCIL MEMBER REPORTS.

A. Deborah Lewis

- B. Scott Silveira
- C. Elizabeth Stonegrove
- D. Tom Faria
- E. Mayor Mike Villalta

12. ADJOURNMENT.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.



Lucille L. Mallonee, City Clerk

Dated this 12th day of November 2015

CK # 156319 - 156619

11/18/2015

\$1,574,171.97

Bank Reconciliation

Checks by Date

User: sorozco
 Printed: 11/10/2015 - 9:26AM
 Cleared and Not Cleared Checks
 Print Void Checks



City of
Los Banos
At the Crossroads of California

Check No	Check Date	Name	Module	Void	Amount
156319	10/30/2015	A & A Portables Inc	AP		377.11
156320	10/30/2015	Accela, Inc.	AP		1,627.00
156321	10/30/2015	Alert-O-Lite, Inc.	AP		1,376.27
156322	10/30/2015	Aramark Uniform Ser Inc	AP		770.90
156323	10/30/2015	Kevin Arruda	AP		99.34
156324	10/30/2015	AT&T	AP		487.65
156325	10/30/2015	Auto Zone Commercial	AP		365.01
156326	10/30/2015	BJ's Consumers Choice	AP		454.00
156327	10/30/2015	BSK Associates	AP		5,688.00
156328	10/30/2015	Ca Dept of Justice	AP		130.00
156329	10/30/2015	Comcast	AP		107.11
156330	10/30/2015	Comcast	AP		106.78
156331	10/30/2015	City of Los Banos Utility	AP		29,421.41
156332	10/30/2015	Docs Towing & Transport, Inc.	AP		100.00
156333	10/30/2015	Dept of Transportation	AP		4,452.95
156334	10/30/2015	Vanessa De Hoyo-Smith	AP		25.00
156335	10/30/2015	Edges Electrical Group, LLC	AP		7.68
156336	10/30/2015	F S Rod Inc	AP		2,887.79
156337	10/30/2015	Farmer Brothers Coffee	AP		129.04
156338	10/30/2015	Ferguson Enterprises Inc DBA Groeniger & Company	AP		13.78
156339	10/30/2015	Blanca Fuentes	AP		600.00
156340	10/30/2015	Garton Tractor Inc	AP		99.55
156341	10/30/2015	Tony J. Gomes Jr.	AP		195.46
156342	10/30/2015	Greater San Joaquin Umpire Association	AP		1,232.00
156343	10/30/2015	Helena Chemical Co Inc	AP		1,068.77
156344	10/30/2015	Heppner Precision Machine	AP		7.00
156345	10/30/2015	Hi Tech Emergency Vehicle Services, Inc	AP		2,577.85
156346	10/30/2015	Felipe Heredia	AP		350.00
156347	10/30/2015	Lawson Products, Inc.	AP		381.46
156348	10/30/2015	Lehigh Hanson Heidelberg Cement Group	AP		878.89
156349	10/30/2015	Los Banos Express Oil & Lube	AP		38.33
156350	10/30/2015	Steve Macillas	AP		122.50
156351	10/30/2015	Marfab Inc	AP		88.66
156352	10/30/2015	McNamara Sports Inc	AP		1,033.93
156353	10/30/2015	Myers Stevens & Toohey & Co., Inc.	AP		2,805.00
156354	10/30/2015	Diana Madrigal	AP		100.00
156355	10/30/2015	Napa Auto Parts	AP		28.90
156356	10/30/2015	The Office City	AP		239.04
156357	10/30/2015	OSE	AP		39.63
156358	10/30/2015	O'Reilly Auto Parts	AP		256.22
156359	10/30/2015	P G & E Company	AP		120,585.25
156360	10/30/2015	Pro Clean Supply	AP		204.85
156361	10/30/2015	Razzari	AP		330.00
156362	10/30/2015	Reds Roofing Company	AP		120.00

Check No	Check Date	Name	Module	Void	Amount
156363	10/30/2015	Regency Park Estates LLC	AP		5,830.00
156364	10/30/2015	Maria Razo	AP		350.00
156365	10/30/2015	Safe T Lite	AP		333.47
156366	10/30/2015	Lourdes Acosta Sanchez	AP		1,305.44
156367	10/30/2015	Scott Savage	AP		456.25
156368	10/30/2015	Sharpening Shop	AP		309.91
156369	10/30/2015	Sherwin Williams Co	AP		117.83
156370	10/30/2015	Sorensens True Value	AP		348.57
156371	10/30/2015	Stonecreek Properties	AP		13,260.38
156372	10/30/2015	SWRCB Accounting Office	AP		6,232.63
156373	10/30/2015	Thomas Ochoa	AP		1,925.86
156374	10/30/2015	Mel & Tami Biggs Jr.	AP		68.30
156375	10/30/2015	Francisco Rojo	AP		74.04
156376	10/30/2015	Omar Alghazali	AP		13.35
156377	10/30/2015	Grasco Oil Company, Inc.	AP		30.79
156378	10/30/2015	Home Sweet Home Property Management	AP		71.17
156379	10/30/2015	Jesus Villanueva-Ramos	AP		30.79
156380	10/30/2015	Hector Dominguez	AP		74.04
156381	10/30/2015	Paul Ruiz	AP		20.55
156382	10/30/2015	Barry and Caroline Sailor	AP		33.67
156383	10/30/2015	Elizabeth Castaneda	AP		33.67
156384	10/30/2015	Adam Martinez	AP		3.86
156385	10/30/2015	Blossom Valley Realty	AP		1.97
156386	10/30/2015	Los Banos Cash Homes, LLC	AP		50.97
156387	10/30/2015	Los Banos Property Management Services	AP		54.86
156388	10/30/2015	Lynda George	AP		53.87
156389	10/30/2015	Joaquin Behena-Abarca	AP		10.60
156390	10/30/2015	Ruperto Alvarez	AP		7.72
156391	10/30/2015	Kevin Belke	AP		50.97
156392	10/30/2015	Daniel Carota	AP		50.97
156393	10/30/2015	Betty Ro	AP		94.23
156394	10/30/2015	UC Construction	AP		49.64
156395	10/30/2015	UC Construction	AP		57.84
156396	10/30/2015	Gateway Bank FSB	AP		59.62
156397	10/30/2015	Valley Vanguard Properties Inc.	AP		94.33
156398	10/30/2015	Jack Sparks	AP		5.29
156399	10/30/2015	Jose Lopes	AP		13.49
156400	10/30/2015	Yesenia Gonzalez	AP		13.49
156401	10/30/2015	Joanna and Robert Hartje	AP		13.49
156402	10/30/2015	Edgar Coronado	AP		100.00
156403	10/30/2015	Daniel Weaver, Jr.	AP		100.00
156404	10/30/2015	Alfonso Flores	AP		11.85
156405	10/30/2015	Gabriel Torres	AP		100.00
156406	10/30/2015	Louis Mantione	AP		13.49
156407	10/30/2015	Stephanie Kusayanagi	AP		13.49
156408	10/30/2015	Karen and Michael Powers	AP		100.00
156409	10/30/2015	Brenden & Mandy Goodrich	AP		13.49
156410	10/30/2015	Kate and Zachary DeMoss	AP		10.21
156411	10/30/2015	Elliot Tovar	AP		13.49
156412	10/30/2015	Jaime Alvarez Arriaga	AP		100.00
156413	10/30/2015	Bruno Gonzalez	AP		13.49
156414	10/30/2015	Donna Rodriguez Berriz	AP		13.49
156415	10/30/2015	Sergio Sanchez	AP		6.93
156416	10/30/2015	Linda Alvarez	AP		5.29
156417	10/30/2015	Daniel Echeverria	AP		13.49
156418	10/30/2015	David and Nayeli Cadena	AP		13.49

Check No	Check Date	Name	Module	Void	Amount
156419	10/30/2015	Bernardino Gonzalez	AP		13.49
156420	10/30/2015	Joshua Pinheiro	AP		3.65
156421	10/30/2015	Erendira Merendon	AP		13.49
156422	10/30/2015	Daphne Espino	AP		6.93
156423	10/30/2015	Larry and Alice Pitts	AP		13.49
156424	10/30/2015	Irma Rivera	AP		13.49
156425	10/30/2015	Dakota Gray	AP		13.49
156426	10/30/2015	Jessica Munoz	AP		13.49
156427	10/30/2015	Maria Beas	AP		13.49
156428	10/30/2015	Hon Dai Tran	AP		13.49
156429	10/30/2015	Jorge and Santos Silva	AP		13.49
156430	10/30/2015	Mario Riojas	AP		100.00
156431	10/30/2015	Arturo Sotelo Gudino	AP		13.49
156432	10/30/2015	Jayne Lewis	AP		6.93
156433	10/30/2015	Iliana Figueroa	AP		11.85
156434	10/30/2015	Gilbert De La Torre	AP		13.49
156435	10/30/2015	Humberto Valencia Ramirez	AP		13.49
156436	10/30/2015	Steve Carrigan	AP		100.00
156437	10/30/2015	Mary Ellen Holloway	AP		13.49
156438	10/30/2015	Joseph Lagrutta II	AP		100.00
156439	10/30/2015	Rhonda Donnelly	AP		5.29
156440	10/30/2015	Martin Or Guillermina Abrego	AP		5.29
156441	10/30/2015	Philip and Cynthia Zuniga	AP		13.49
156442	10/30/2015	Margaret Lozano	AP		6.93
156443	10/30/2015	Jose Gonzales	AP		10.21
156444	10/30/2015	Andy Avila	AP		13.49
156445	10/30/2015	Diana Lopez	AP		100.00
156446	10/30/2015	Amalia Ramirez Medina	AP		100.00
156447	10/30/2015	Nancy Lim	AP		13.49
156448	10/30/2015	Corrinne Hoffman	AP		8.57
156449	10/30/2015	Rafael Morales	AP		13.49
156450	10/30/2015	Reynaldo & Maria Benitez	AP		100.00
156451	10/30/2015	Felicia Peregrina	AP		10.21
156452	10/30/2015	Jose and Maria Rodriguez	AP		13.49
156453	10/30/2015	Sandy Machado	AP		13.49
156454	10/30/2015	Maria Mora	AP		13.49
156455	10/30/2015	Gabriel Medina	AP		10.21
156456	10/30/2015	Luz Maria Cerda	AP		13.49
156457	10/30/2015	Jessette or Conrado Irao	AP		100.00
156458	10/30/2015	Rufino Lopez	AP		13.49
156459	10/30/2015	Jaswant Singh	AP		100.00
156460	10/30/2015	Jessica Goryushko	AP		13.49
156461	10/30/2015	Christine Torres	AP		13.49
156462	10/30/2015	Connie Maldonado	AP		70.00
156463	10/30/2015	Amy Baker	AP		100.00
156464	10/30/2015	Sue Coffman	AP		62.01
156465	10/30/2015	Terry Vaughn	AP		13.49
156466	10/30/2015	Jessica Carter	AP		13.49
156467	10/30/2015	Vavrinek, Trine, Day & Co., LLP	AP		6,720.00
156468	10/30/2015	Verizon Wireless	AP		5.37
156469	10/30/2015	Jennifer Williams	AP		845.00
156470	10/30/2015	Windecker Inc	AP		100.00
156471	10/30/2015	Young's Automotive	AP		776.37
156472	10/30/2015	Allied Waste Services #917	AP		248,494.01
156473	10/30/2015	Anderson Pump Company Inc	AP		16,582.27
156474	10/30/2015	Tim Baptista Jr.	AP		150.00

Check No	Check Date	Name	Module	Void	Amount
156475	10/30/2015	Brian Butler	AP		420.00
156476	10/30/2015	Chevron Usa Inc	AP		214.43
156477	10/30/2015	Stephen Frates	AP		420.00
156478	10/30/2015	Mary Lou Gilardi	AP		224.96
156479	10/30/2015	Kristin Patterson	AP		14.00
156480	10/30/2015	Pinnacle Medical Group	AP		40.00
156481	10/30/2015	State Water Resources Control Board	AP		60.00
156482	10/30/2015	U.S. Bank Equipment Finance	AP		1,890.82
156483	10/30/2015	Westamerica Bank - Cafeteria Plan	AP		257,411.41
156484	10/30/2015	Los Banos Volunteer	AP		2,000.00
156485	10/30/2015	Gerald "Obie" O'Brien	AP		77.14
156486	10/30/2015	Law Offices of William A Vaughn	AP		9,000.00
156510	11/4/2015	Aflac-Customer Service	AP		95.81
156511	11/4/2015	Aflac-Customer Service	AP		143.95
156512	11/4/2015	Aflac-Customer Service	AP		41.26
156513	11/4/2015	Aflac-Customer Service	AP		48.36
156514	11/4/2015	Bank of America	AP		93,522.05
156515	11/4/2015	Bank of America	AP		2,474.67
156516	11/4/2015	Bank of America	AP		12,353.65
156517	11/4/2015	In Shape Health Clubs Inc	AP		510.00
156518	11/4/2015	Los Banos Police Assn	AP		2,055.00
156519	11/4/2015	MassMutual	AP		1,342.59
156520	11/4/2015	MassMutual	AP		5,025.00
156521	11/4/2015	Merced County Sheriff	AP		286.67
156522	11/4/2015	Nationwide Retirement Solutions	AP		1,450.00
156523	11/4/2015	Professional Fire Fighter	AP		630.00
156524	11/4/2015	State Disbursement Unit	AP		1,912.50
156525	11/4/2015	Vantagepoint Transfer Agents - 306797	AP		590.43
156526	11/4/2015	Vantagepoint Transfer Agents - 705827	AP		25.00
156527	11/4/2015	Vantagepoint Transfer Agents - 801838	AP		1,400.00
156528	11/5/2015	Alhambra	AP		101.30
156529	11/5/2015	All Weather Inc	AP		9,662.85
156530	11/5/2015	Ameripride Valley Uniform Services Inc.	AP		183.42
156531	11/5/2015	Aramark Uniform Ser Inc	AP		475.89
156532	11/5/2015	Ascent Aviation Group, Inc.	AP		12,536.62
156533	11/5/2015	AT&T	AP		378.26
156534	11/5/2015	AT&T	AP		832.04
156535	11/5/2015	AT&T	AP		60.00
156536	11/5/2015	Battery Systems, Inc.	AP		1,216.77
156537	11/5/2015	Borelli Real Estate Service, Inc.	AP		90.00
156538	11/5/2015	Bruce's Tire Inc	AP		79.95
156539	11/5/2015	BSK Associates	AP		524.00
156540	11/5/2015	Ca Dept of Justice	AP		1,165.00
156541	11/5/2015	California Dairies Inc	AP		135.51
156542	11/5/2015	Capital One Commercial	AP		311.01
156543	11/5/2015	Central Valley Toxicology, Inc	AP		31.00
156544	11/5/2015	Coffee Break Service	AP		194.35
156545	11/5/2015	LN Curtis & Sons	AP		1,137.20
156546	11/5/2015	Dell Marketing L P	AP		3,147.29
156547	11/5/2015	Edges Electrical Group, LLC	AP		208.93
156548	11/5/2015	Fastenal Company	AP		216.63
156549	11/5/2015	Federal Express	AP		5.80
156550	11/5/2015	Ferguson Enterprises Inc DBA Groeniger & Company	AP		221.95
156551	11/5/2015	Forensic Nurse Specialists of Central Ca Inc.	AP		3,300.00
156552	11/5/2015	Galls Inc	AP		145.53
156553	11/5/2015	Brenda Geist	AP		500.00

Check No	Check Date	Name	Module	Void	Amount
156554	11/5/2015	Helena Chemical Co Inc	AP		283.50
156555	11/5/2015	Heppner Precision Machine	AP		161.98
156556	11/5/2015	Kimball Midwest	AP		562.29
156557	11/5/2015	Kleinfelder Inc	AP		12,517.00
156558	11/5/2015	Los Banos Express Oil & Lube	AP		158.67
156559	11/5/2015	Lucas Business Systems	AP		596.63
156560	11/5/2015	Maria Luna	AP		600.00
156561	11/5/2015	Marfab Inc	AP		7.24
156562	11/5/2015	Merced Uniform & Accessories	AP		531.15
156563	11/5/2015	Mobley Enterprise Inc.	AP		995.00
156564	11/5/2015	Napa Auto Parts	AP		85.36
156565	11/5/2015	North Central Laboratories	AP		211.27
156566	11/5/2015	The Office City	AP		1,594.50
156567	11/5/2015	OSE	AP		169.17
156568	11/5/2015	O'Reilly Auto Parts	AP		626.87
156569	11/5/2015	The Phone Connection Inc	AP		409.60
156570	11/5/2015	Provost and Pritchard Engineering, Inc.	AP		7,790.70
156571	11/5/2015	Nathalie Quant	AP		250.00
156572	11/5/2015	Santos Ford Lincoln Mercury, Inc.	AP		1,217.65
156573	11/5/2015	Save Mart Supermarkets	AP		173.30
156574	11/5/2015	Silveira, Mattos & Lewis Attorneys at Law	AP		450.00
156575	11/5/2015	Sorensens True Value	AP		687.38
156576	11/5/2015	Sprint Solutions, Inc.	AP		759.81
156577	11/5/2015	Earl & Fredix Bernal	AP		58.42
156578	11/5/2015	Trinity Real Estate and Property Management, Inc.	AP		56.73
156579	11/5/2015	Santiago Jimenez	AP		79.82
156580	11/5/2015	Westhill Property Mgmt	AP		111.55
156581	11/5/2015	Porter White	AP		10.64
156582	11/5/2015	Eddie Cardenas	AP		37.85
156583	11/5/2015	Vineet Verma	AP		74.04
156584	11/5/2015	Angelica and Gabino Ayala	AP		27.90
156585	11/5/2015	Abha Gupta	AP		6.08
156586	11/5/2015	Julie & Mario Beltran	AP		4.83
156587	11/5/2015	Robert Gatto	AP		91.34
156588	11/5/2015	John and Aurora Lundie	AP		48.10
156589	11/5/2015	Candice Terry	AP		48.10
156590	11/5/2015	Phillip Etcheverry	AP		91.34
156591	11/5/2015	Valley Vanguard Properties Inc.	AP		87.96
156592	11/5/2015	Everardo Salazar	AP		48.10
156593	11/5/2015	UC Construction	AP		73.16
156594	11/5/2015	UC Construction	AP		76.44
156595	11/5/2015	Omar Alghazali	AP		26.36
156596	11/5/2015	Anthony Garcia	AP		35.74
156597	11/5/2015	Sivakumaran Kumaraswamy	AP		39.44
156598	11/5/2015	Elias Hernandez	AP		39.44
156599	11/5/2015	Marc and Rita Berger	AP		30.79
156600	11/5/2015	Sean Wheeler	AP		32.03
156601	11/5/2015	Blossom Valley Realty	AP		56.74
156602	11/5/2015	UC Construction	AP		88.67
156603	11/5/2015	Meghan Padilla	AP		27.91
156604	11/5/2015	Graystone Property Mgmt	AP		89.45
156605	11/5/2015	Mel & Tami Biggs Jr.	AP		11.52
156606	11/5/2015	UC Construction	AP		34.37
156607	11/5/2015	UC Construction	AP		42.57
156608	11/5/2015	Fusion Real Estate Network	AP		88.48
156609	11/5/2015	Verizon Wireless	AP		181.99

Check No	Check Date	Name	Module	Void	Amount
156610	11/5/2015	Jussely Valenzuela	AP		300.00
156611	11/5/2015	Windecker Inc	AP		838.61
156612	11/5/2015	Young's Automotive	AP		1,215.34
156613	11/5/2015	Bill Nelson General Engineering Construction, Inc.	AP		328,244.20
156614	11/5/2015	City of Los Banos Escrow Account	AP		2,255.00
156615	11/5/2015	JT2 Inc.	AP		139,221.55
156616	11/5/2015	PERS - Public Employees	AP		102,565.00
156617	11/5/2015	Pinnacle Medical Group	AP		530.00
156618	11/5/2015	Ronny's Landscaping	AP		43,543.14
156619	11/5/2015	Ronny's Landscaping	AP		819.09

Break in check sequence due to the following:
Check # 156487 - 156509 (Payroll)

Total Void Check Count:	0
Total Void Check Amount:	0
Total Valid Check Count:	278
Total Valid Check Amount:	1,574,171.97
Total Check Count:	278
Total Check Amount:	1,574,171.97

**CITY OF LOS BANOS
CITY COUNCIL MEETING MINUTES
SEPTEMBER 16, 2015**

ACTION MINUTES – These minutes are prepared to depict action taken for agenda items presented to the City Council. For greater detail of this meeting refer to the electronic media (CD and/or audio) kept as a permanent record.

CALL TO ORDER: Mayor Villalta called the City Council Meeting to order at the hour of 7:03 PM.

PLEDGE OF ALLEGIANCE: Police Commander Hedden led the pledge of allegiance.

ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT: Council Members Tom Faria, Deborah Lewis, Scott Silveira, Elizabeth Stonegrove, Mayor Michael Villalta; Absent: None.

STAFF MEMBERS PRESENT: City Attorney Vaughn, City Clerk/Human Resources Director Mallonee, Police Chief Brizzee, Police Commander Hedden, City Manager Carrigan, Finance Director Williams, City Treasurer/Accountant I Brazil, Fire Chief Marrison, Senior Planner Elms, Public Works Director/City Engineer Fachin and Information Technology Director Spalding.

CONSIDERATION OF APPROVAL OF AGENDA: Motion by Faria, seconded by Lewis to approve the City Council Meeting agenda as submitted. The motion carried by the affirmative action of all City Council Members present.

PRESENTATION – PROCLAMATION RECOGNIZING CANCER AWARENESS MONTH. Mayor Villalta presented the proclamation to the Fire Department employees in attendance. Captain Robert Strauch thanked the Mayor for the recognition and spoke regarding the special “pink” shirts they are selling for Cancer Awareness Month – October.

Mayor Villalta stated that he would like to present a proclamation at the October 7, 2015 City Council Meeting to the Los Banos Volunteer Fire Department recognizing their 125th anniversary.

PUBLIC FORUM: MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL MEMBERS ON ANY ITEM OF PUBLIC INTEREST THAT IS WITHIN THE JURISDICTION OF THE CITY; INCLUDES AGENDA AND NON-AGENDA ITEMS. NO ACTION WILL BE TAKEN ON NON-AGENDA ITEMS. SPEAKERS ARE LIMITED TO A FIVE (5) MINUTE PRESENTATION. DETAILED GUIDELINES ARE POSTED ON THE COUNCIL CHAMBER INFORMATIONAL TABLE. BONNIE ROBERTS, Los Banos, spoke on behalf of Salvation Army and the services they provide, the upcoming Golf Tournament fundraiser being held on October 12, 2015, the Kettle Bell Ringing fundraising activities beginning November 16, 2015, and the Fill the

Truck event for toys and coats for local kids; ERIK LIMON, Republic Services and Los Banos resident, spoke regarding the Annual Fall Clean Up Being held at the Merced County Spring Fair parking lot on September 26, 2015 an wanted to encourage Los Banos residents to continue to recycle; LEAH RAMIREZ, Los Banos, requested that the City Council put an item on next city council agenda to allow chickens in Los Banos city limits and read from a prepared statement; SANDY LEMAS, Los Banos, commended what the Los Banos Fire Department is doing in regards to their Cancer Awareness Campaign and how wonderful it is that the community is participating and supporting, spoke about the event in Turlock at the Emmanuel Cancer Center, how breast cancer is increasing in men, the HOPE Center is expanding our services October 1, 2015; BERTHA FARIA, Los Banos Chamber of Commerce, spoke regarding the upcoming Fall Street Faire and the events going on that day, the upcoming Los Banos Arts Council Concert, the Live Your Dream Award through Soroptimist, mentioned the new members of the Chamber of Commerce, how they are nearing final plans on the Tomato Festival being held on October 3, 2015 and spoke regarding the Special Events item on the agenda noting that she and the Chamber of Commerce would hope that the City Council would support community events; DONNA MENDES, President of the Los Banos Downtown Association, spoke regarding the upcoming Scarecrow Event Downtown and read a letter to the City Council Members in regards to establishing a better relationship with the City of Los Banos and the Los Banos Downtown Association, stated that she was in opposition of the special events ordinance and fee, would like to see the City be cooperative, City fees should be waived or very minimal, how the signage regulations need to be reviewed for Downtown, and read a prepared letter in to the record; RHONDA LOWE, Los Banos, spoke regarding the proposed fees regarding special events and how she suggests that we look at what the hard costs are and partner with the community events to lower the costs, there is a core group of very enthusiastic group of individuals who are working for a solution and read a prepared letter into the record; BOB REISTER, Los Banos, spoke regarding how at the last City Council Meeting there were comments made and his thoughts on what was said regarding concerns of worn down areas by a vendor at a park and read a prepared statement into the record supporting farmers markets. No one else came forward to speak and the public forum was closed.

CONSIDERATION OF APPROVAL OF CONSENT AGENDA. Council Member Lewis stated that she would like to remove item 7F – City Council Resolution No. 5696 – Authorizing the City Manager to Purchase Wind Study Equipment from Belfort Instrument to be Used in Relocation Study of the Los Banos Municipal Airport and Amending the 2015-2016 Budget by Increasing the Community & Economic Development Expenditures in the amount of \$6,900 from the consent agenda for separate consideration to be presented separately.

Motion by Silveira, seconded by Stonegrove to approve the consent agenda amended as follows: Check Register for #155300 – #155556 in the Amount of \$1,002,208.91; Waiver of Administrative Permit Fee for Evangelical Free Church; Minutes for the June 17, 2015 City Council Meeting; Minutes for the July 1, 2015 City Council Meeting; City Council Resolution No. 5695 – Amending the Fiscal Year 2015-2016 Budget by Increasing the Appropriation Amount in the General Fund for Revenue and Expenditures in the Amount of \$5,704.32 for a “Spay and Neuter Program” Grant

Awarded by the California Department of Food and Agriculture; ~~City Council Resolution No. 5696 – Authorizing the City Manager to Purchase Wind Study Equipment from Belfort Instrument to be Used in Relocation Study of the Los Banos Municipal Airport and Amending the 2015-2016 Budget by Increasing the Community & Economic Development Expenditures in the amount of \$6,900.~~ The motion carried by the affirmative action of all City Council Member present.

CITY COUNCIL RESOLUTION NO. 5696 – AUTHORIZING THE CITY MANAGER TO PURCHASE WIND STUDY EQUIPMENT FROM BELFORT INSTRUMENT TO BE USED IN RELOCATION STUDY OF THE LOS BANOS MUNICIPAL AIRPORT AND AMENDING THE 2015-2016 BUDGET BY INCREASING THE COMMUNITY & ECONOMIC DEVELOPMENT EXPENDITURES IN THE AMOUNT OF \$6,900. Council Member Lewis stated that we are under contract with Bob Widell and he is the one that suggested that we buy the wind study equipment from this particular vendor and questioned if this had to go out to bid or is it a special purchase for which Public Works Director/City Engineer Fachin because it is under \$30,000 the City Manager can make the decision.

Motion by Lewis, seconded by Faria to approve City Council Resolution No. 5696 – Authorizing the City Manager to Purchase Wind Study Equipment from Belfort Instrument to be Used in Relocation Study of the Los Banos Municipal Airport and Amending the 2015-2016 Budget by Increasing the Community & Economic Development Expenditures in the amount of \$6,900. The motion carried by the affirmative action of all City Council Member present.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF ADOPTING A PROPOSED ORDINANCE FOR THE REGULATION OF SPECIAL EVENTS LOCATED IN TITLE 9 AND CHAPTER 3 OF THE LOS BANOS MUNICIPAL CODE; ORDINANCE NO. 1134 – ADDING ARTICLE 41 CHAPTER 3 TO TITLE 9 OF THE LOS BANOS MUNICIPAL CODE RELATING TO SPECIAL EVENTS ON PUBLIC PROPERTY (SECOND READING & ADOPTION); CITY COUNCIL RESOLUTION NO. 5697 – ESTABLISHING PERMIT FEES FOR THE ADMINISTRATION AND ISSUANCE OF SPECIAL EVENTS. Council Member Faria will be recusing himself for the discussion and action because of a conflict in that his wife is the Executive Director for the Chamber of Commerce and left the City Council Chambers at 7:46 PM.

Senior Planner Elms presented the staff report, which included a PowerPoint presentation.

Mayor Villalta opened the public hearing. JOE MACHADO, Los Banos, stated that his perspective of certain activities that the OLF Society he does not feel that their procession should be liable for charges because they express their cultural activities and spoke in opposition to the new Special Events Ordinance; BOB REISTER, Los Banos, suggested that an estimated breakdown be given to applicants so that they are aware of how much it might cost; FERNANDO BARBA, Los Banos, spoke in support of the Hispanic community and the procession they have once a year for a few hours and how it is a cultural gathering of the community and spoke in opposition of the proposed Special Events Ordinance; Council Member Lewis inquired as to what has your

organization paid to have these parades in the past; MR. ALBERTI, thanked the city for what they do, spoke in opposition to the proposed Special Event Ordinance fees, noting that they have not been charged in the past and hopes they can continue with what they do without fees; EDWARD AMARAL, Los Banos, Director of Los Banos Portuguese and DES Society, thanked the council for hearing their concerns about the costs associate with the proposed Special Events Ordinance and being included in the staff report, thanked staff for their information, but the part that is a little less clear is the Police Department charges, they are not clearly spelled out, his concern is that as the staff is adopting the permit fee but not the service fees, the amounts could fluctuate and not be consistent, would like to look at ways to reduce the fees, he noted constitutional issues and excluded activities conducted by a Governmental agencies, how he just wants to see fairness and reasonable fees with some type of oversight going forward and they want to able to continue with their activities; KATHY BALLARD, Los Banos, clarified that the \$150 fee is based on what the Police, Public Works and Planning Departments' staff time, is it an option for an annual event to be a smaller amount; CITY MANAGER CARRIGAN stated that \$150 is the actual minimum, the City is not in the business of making a profit, we are just trying to take care of the welfare of the citizens; MAYOR VILLALTA stated that events could possibly be staffed with volunteers, but we need more volunteers who need to go through training, he too would like to see a list of charges and ways to reduce the costs, suggested meeting with Police Chief Brizzee to get additional information but the key is volunteerism. No one else came forward to speak and the public hearing was closed.

Council Member Lewis stated that this is a real hot issue in our City right now, there are some things that the City needed to take care of in regards to budgeting for events, the public has the right to know what they are going to pay for any particular item, how she called other Chamber of Commerce's and got information from the Hollister Chamber of Commerce that a street closure is \$100, \$150 for parade and how their City Council may be looking at additional fees because staff time is not being covered with fees, maybe work something out with those that have multiple events a year to reduce costs and for events that are the same year after year, the costs for an event can be costly for the Police Department and the City as she calculates that it could cost groups up to \$1200, how the city wants to be a business friendly community, would like to do something that is a more economically feasible. Mayor Villalta stated that this is a starting point, it is not a concrete figure, what he does not want to get into is some kind of property right because one type of function is going on and a new one couldn't happen, it was stated that the School District is not paying but it should be noted that we have a Joint Use Agreement with the them for our facilities to be shared, the idea of consolidating the events and sharing the costs is an idea and likes the idea for repeatable events each year or numerous events be reduced costs. Council Member Silveira inquired with the City Attorney as to what an expressive religious cultural activity was and City Attorney Vaughn stated that there is as exemption for religious cultural activities as long as they are not impeding traffic, it's when that activity creates a closure of a park or a street that you get into the permitting process, they City is not trying to squelch expressive activity just regulate it; Police Chief Brizzee stated that it is a very difficult task that we have been trying to solve, as it is not easy to pinpoint a cost associated with the special permits, he explained the variables that play into costing events, volunteers, routes, and how the City needs to be responsible to our task of

making sure we spend tax dollars efficiently, he would love to sit down and talk about the math and talk about all the variables because each event is different. Mayor Villalta inquired as to how many hours of training it takes to become a VITAL volunteer for which Police Chief Brizzee explained and then the Mayor Villalta stated that he would like to be a police volunteer. Council Member Stonegrove appreciates all the comments made at the public forum and public hearing on all the events, how the City is wanting to operate under a cost recovery basis only, the City is not in the business to make money, just that the events pay for themselves.

Motion by Silveira, seconded by Stonegrove to waive the second reading of Ordinance No. 1134 – Adding Article 41 Chapter 3 to Title 9 of the Los Banos Municipal Code Relating to Special Events on Public Property. The motion carried by the affirmative action of all City Council Members present, Faria abstaining.

Motion by Silveira, seconded by Stonegrove to adopt Ordinance No. 1134 – Adding Article 41 Chapter 3 to Title 9 of the Los Banos Municipal Code Relating to Special Events on Public Property. The motion carried by the following roll call vote: AYES: Lewis, Silveira, Stonegrove, Villalta; NOES: None; ABSENT: None; ABSTAIN: Faria.

Motion by Silveira, seconded by Stonegrove to adopt City Council Resolution No. 5697 – Establishing Permit Fees for the Administration and issuance of Special Events. The motion carried by the affirmative action of all City Council Members present, Faria abstaining.

Motion by Silveira, seconded by Stonegrove to move item 8D – Public Hearing – To Receive Public Comment and Consideration of Adopting a Proposed Ordinance for Regulation of Farmers’ Markets Located in Title 9 and Chapter 3 of the Los Banos Municipal Code (Continued from September 2, 2015 City Council Meeting); Ordinance No. 1135 – Adding Article 42 Chapter 3 to Title 9 of the Los Banos Municipal Code Relating to Certified Farmers’ Market (First Reading & Introduction); City Council Resolution No. 5699 – Establishing Permit Fees for the Administration and Issuance of Certified Farmers’ Markets to be heard next. The motion carried by the affirmative action of all City Council Members present, Faria abstaining.

Council Member Silveira requested that item 8 D regarding Farmers Market be heard next so that Council Member Faria would not have to recuse himself again.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF ADOPTING A PROPOSED ORDINANCE FOR REGULATION OF FARMERS’ MARKETS LOCATED IN TITLE 9 AND CHAPTER 3 OF THE LOS BANOS MUNICIPAL CODE; ORDINANCE NO. 1135 – ADDING ARTICLE 42 CHAPTER 3 TO TITLE 9 OF THE LOS BANOS MUNICIPAL CODE RELATING TO CERTIFIED FARMERS’ MARKET (FIRST READING & INTRODUCTION); CITY COUNCIL RESOLUTION NO. 5699 – ESTABLISHING PERMIT FEES FOR THE ADMINISTRATION AND ISSUANCE OF CERTIFIED FARMERS’ MARKETS (CONTINUED FROM SEPTEMBER 2, 2015 CITY COUNCIL MEETING). Motion by Silveira to table this item until the October 7, 2015 City Council Meeting because City

Attorney Vaughn and City Manager Carrigan will be meeting with the Ag Commissioner on possible alternatives.

Mayor Villalta opened the public hearing. No one came forward to speak and the public hearing was closed.

Motion by Silveira, seconded by Stonegrove to continue this item and Public Hearing to the October 7, 2015 City Council Meeting. The motion carried by the affirmative action of all City Council Members present, Faria abstaining.

Council Member Faria returned to the Council Chambers and his seat at the dais (9:17 PM).

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF ADOPTING A PROPOSED ORDINANCE FOR THE REGULATION OF BLOCK PARTIES LOCATED IN TITLE 9 AND CHAPTER 3 OF THE LOS BANOS MUNICIPAL CODE; ORDINANCE NO. 1136 – ADDING ARTICLE 43 CHAPTER 3 TO TITLE 9 OF THE LOS BANOS MUNICIPAL CODE RELATING TO RESIDENTIAL NEIGHBORHOOD BLOCK PARTIES (SECOND READING & ADOPTION); CITY COUNCIL RESOLUTION NO. 5698 – ESTABLISHING PERMIT FEES FOR THE ADMINISTRATION AND ISSUANCE OF RESIDENTIAL NEIGHBORHOOD BLOCK PARTIES. Senior Planner Elms presented the staff report, which included a powerpoint presentation.

Mayor Villalta opened the public hearing. KATHY BALLARD, Los Banos, spoke regarding the requirement to have a \$1 million insurance coverage naming the city as additional insured and how she has a friend who was unable to get the coverage and what options do the residents have. City Attorney Vaughn stated that it is a requirement of our insurance, what your neighbor was trying to do was add it onto their homeowners insurance and how there are insurances you can buy just for this purpose, how the insurance requires the coverage in order to be covered in case of instances of liability. No one else came forward to speak and the public hearing was closed.

Motion by Stonegrove, seconded by Lewis to waive the second reading of Ordinance No. 1136 – Adding Article 43 Chapter 3 to Title 9 of the Los Banos Municipal Code Relating to Residential Neighborhood Block Parties. The motion carried by the affirmative action of all City Council Members present.

Motion by Stonegrove, seconded by Lewis to adopt Ordinance No. 1136 – Adding Article 43 Chapter 3 to Title 9 of the Los Banos Municipal Code Relating to Residential Neighborhood Block Parties.. The motion carried by the following roll call vote: AYES: Faria, Lewis, Silveira, Stonegrove, Villalta; NOES: None; ABSENT: None.

Motion by Stonegrove, seconded by Lewis to adopt City Council Resolution No. 5698 – Establishing Permit Fees for the Administration and issuance of Special Events. The motion carried by the affirmative action of all City Council Members present.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF ADOPTING A PROPOSED ORDINANCE FOR REGULATION OF ZONING CODE APPEALS LOCATED IN TITLE 9 AND CHAPTER 3 OF THE LOS BANOS MUNICIPAL CODE; ORDINANCE NO. 1137 – ADOPTING REVISIONS TO THE ZONING CODE STANDARDIZING THE APPEALS PROCESS BY AMENDING TITLE 9, CHAPTER 3 OF THE LOS BANOS MUNICIPAL CODE. (SECOND READING & ADOPTION) Senior Planner Elms presented the staff report, which included a powerpoint presentation.

Mayor Villalta opened the public hearing. No one came forward to speak and the public hearing was closed.

Motion by Lewis, seconded by Silveira to waive the second reading of Ordinance No. 1137 – Adopting Revisions to the Zoning Code Standardizing the Appeals Process by Amending Title 9, Chapter 3 of the Los Banos Municipal Code. The motion carried by the affirmative action of all City Council Members present.

Motion by Lewis, seconded by Silveira to adopt Ordinance No. 1137 – Adopting Revisions to the Zoning Code Standardizing the Appeals Process by Amending Title 9, Chapter 3 of the Los Banos Municipal Code. The motion carried by the following roll call vote: AYES: Lewis, Silveira, Stonegrove, Villalta; NOES: None; ABSENT: None.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF AMENDMENTS TO THE CITY FIRE PREVENTION CODE ORDINANCE AS IT PERTAINS TO ALLOWING FOR AN EXEMPTION PERMIT TO BE ISSUED TO AN ELIGIBLE ORGANIZATION FOR THE PURPOSE OF SPONSORING OR CONTRIBUTING TO A 4TH OF JULY FIREWORKS DISPLAY; ORDINANCE NO. 1138 – AMENDING AMENDMENT NO. 11 TO THE CALIFORNIA FIRE CODE 2013 EDITION SET FORTH IN SECTION 4-3.07 OF THE LOS BANOS MUNICIPAL CODE (FIRST READING & INTRODUCTION). Fire Chief Marrison presented the staff report.

Council Member Lewis inquired as to the Fire Chief having the discretion on the permit and then the City Manager having the discretion to approve. Council Member Silveira stated that it doesn't necessarily mean that a group needs to be formed, a group could just take it on and apply for the exempt permit only.

Mayor Villalta opened the public hearing. KATHY BALLARD, Los Banos, suggested that you leave it at 6+1 permits and not raise it, keep it at 5,000 population equal to one booth so that each booth can make more money. No one else came forward to speak and the public hearing was closed.

Motion by Stonegrove, seconded by Silveira to waive the first reading of Ordinance No. 1138 – Amending Amendment No. 11 to the California Fire Code 2013 Edition Set Forth in Section 4-3.07 of the Los Banos Municipal Code. The motion carried by the affirmative action of all City Council Members present.

Motion by Stonegrove, seconded by Silveira to introduce Ordinance No. 1138 – Amending Amendment No. 11 to the California Fire Code 2013 Edition Set Forth in

Section 4-3.07 of the Los Banos Municipal Code. The motion carried by the following roll call vote: AYES: Lewis, Silveira, Stonegrove, Villalta; NOES: None; ABSENT: None.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF A CONDITIONAL USE PERMIT TO ALLOW THE USE OF A TYPE 41 ALCOHOL LICENSE FOR THE ON-SALE OF BEER AND WINE IN CONJUNCTION WITH AN EATING ESTABLISHMENT, J & N RESTAURANT, LOCATED AT 933 SIXTH STREET, SUITE B, APN 025-241-013; CITY COUNCIL RESOLUTION NO. 5700 – APPROVING CONDITIONAL USE PERMIT #2015-09 FOR THE ON-SALE OF BEER AND WINE FOR J & N RESTAURANT LOCATED AT 933 SIXTH STREET, SUITE B.

Mayor Villalta stated that he will be recusing himself from this item because he has a business within 300 feet of the proposed Conditional Use Permit; therefore Council Member Faria took over as the presiding officer as Mayor Pro Tem.

Mayor Villalta left the Council Chambers at 9:46 PM. Senior Planner Elms presented the staff report, which included a powerpoint presentation.

Mayor Pro Tem Faria opened the public hearing. No one came forward to speak and the public hearing was closed.

Motion by Silveira, seconded by Stonegrove to adopt City Council Resolution No. 5700 – Approving Conditional Use Permit #2015-09 for the On-Sale of Beer and Wine for J & N Restaurant Located at 933 Sixth Street, Suite B. The motion carried by the affirmative action of all City Council Members present, Villalta abstaining.

Mayor Villalta returned at 9:55 PM.

COMMUNITY AND ECONOMIC DEVELOPMENT PRESENTATION. (CONTINUED FROM SEPTEMBER 2, 2015 CITY COUNCIL MEETING) Senior Planner Elms presented the staff report, which included a powerpoint presentation.

There was Council Member and staff discussion regarding how much does the City would get in impact fees per house, what we have annexed now and what is entitled, and how many homes can be built. City Manager Carrigan stated that housing is picking up and there is a system here at City Hall that can handle about 125 a year.

Informational item only, no action to be taken.

POLICE DEPARTMENT PRESENTATION UPDATE TO ANIMAL CONTROL ORDINANCE. Police Commander Hedden presented the staff report, which included a detailed PowerPoint presentation.

There was Council Member and staff discussion regarding different ways to go with breeders permit (breeders vs litters), how other communities charge if they have not been spayed or neutered, when customers come in to obtain a license needing verification of the spay and neuter, not so sure that more rules are necessary or prudent because we do not have the staff to support more legislation and we need to enforce

what we have now, needing to find a way to remedy the problem and people will begin to understand, this is a way to try to give our Animal Control Officer tools, as our fees increase it allows for money for our Animal Control Department, how our fees are very low compared to neighboring communities, hoping to one day get enough fees to higher another Code Enforcement Officer to help enforce what is being talk about, what the reclaim fee waiver is, what the reason is for the surrender fee, finding a way to offset some of the costs for caring for the animals, instituting a hardship waiver if they could not afford it, the idea of a kenneling permit and regulations that go along with that and being able to remedy problems, vicious dogs is something that needs to be dealt with, installing cleanup stations with bags, micro chipping animals

Mayor Villalta invited the audience to come forward and speak. BOB REISTER, Los Banos, spoke regarding the quantity of dogs and what is going on in his neighborhood with a neighbor that has 17 dogs and current code does not allow for anything to be done but complain about dogs barking; JULIA STODDARDS, stated that she started the Los Banos Feral Rescue Program, supports the idea of a breeders permit, very concerned with the surrender fee and not sure it will work in Los Banos especially with aged animals and also not sure if restricting the number of animals will help with the animal overpopulation, and also supports the kenneling idea; BENNY with Second Change Kenneling, spoke regarding the breeders license and how it encourages the breeder to not breed their dog, not concerned with the surrender fee, fines will help the breeders not breed their pets; PALMER MCCOY, Los Banos, stated that he has issues with all these permits because a lot of people will not abide by it and only the honest people will comply, why are we releasing them back into the population if they are not being taken care of, he has concerns with the fees and fines.

Council Member Lewis thanked Commander Hedden and Code Enforcement Officer Martin for all that they do, she is looking forward to the updated animal control laws being revised in our community and how education is a very important part of animal care.

Informational item only, no action taken.

ADVISEMENT OF PUBLIC NOTICES (One Report). Senior Planner Elms stated that there will be four (4) public hearings at the September 23, 2015 Planning Commission Meeting: Site Plan Review #2015-04 for Sleep Train Mattress Store located at 1357 W. Pacheco Boulevard; Site Plan Review #2015-05 for the expansion of mi Barrio Food & Gas Mart located at 403 N. Mercey Springs Road, Vesting Tentative Tract Map #2015-02, Final Development Plan #2015-02, and associated Development Agreement for Northpointe at Regency Park located east of Westminster Way, south of San Simeone Way, and west of the San Luis Canal; and Vesting Tentative Tract Map #2015-01, Final Development Plan #2015-01, and associated Development Agreement for Southpointe at Regency Park located east of Place Road and Overland Avenue, north of Verona Estates, and west of Ward Road.

CITY MANAGER REPORT. City Manager Carrigan stated that had an interesting meeting today in Merced with various City Managers, Police Chiefs and CalTrans regarding the homeless issue and they all agreed to meet again.

CITY COUNCIL MEMBER REPORTS.

DEBORAH LEWIS: Reminded all to be mindful about various announcements of events going on, how the September 12, 2015 Fire Department Celebration/Movie Night was a great event, the Los Banos Arts Council Quilters honored a few veterans with quilts, congratulated Senior Planner Elms and her staff on the CDBG grant award which will result in additional funds for neutering and spaying animals, this past Monday she had the opportunity to visit and tour Golden Valley health Center in Los Banos and spoke to the services they provide.

SCOTT SILVEIRA: Nothing to report.

ELIZABETH STONEGROVE: Stated that she attended the Fire Department event on Saturday and it was a wonderful event.

TOM FARIA: Reminded all that Friday is Los Banos/Dos Palos high school football game, this weekend is the Los Banos Chamber of Commerce Downtown Street Fair, and the first weekend in October is the Tomato Festival.

MAYOR MICHAEL VILLALTA: Spoke regarding the September 12, 2015 Fire Department event, Fall Clean Up event, and displayed a bag that was delivered to him from Sister City Grumento Nova, Italy containing various books.

ADJOURNMENT. The meeting at the hour of 11:48 p.m.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

**CITY OF LOS BANOS
CITY COUNCIL MEETING MINUTES
OCTOBER 21, 2015**

ACTION MINUTES – These minutes are prepared to depict action taken for agenda items presented to the City Council. For greater detail of this meeting refer to the electronic media (CD and/or audio) kept as a permanent record.

CALL TO ORDER: Mayor Villalta called the City Council Meeting to order at the hour of 7:01 PM.

PLEDGE OF ALLEGIANCE: Police Chief Brizzee led the pledge of allegiance.

ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT: Council Members Deborah Lewis, Scott Silveira, Elizabeth Stonegrove, Mayor Michael Villalta; Absent: Tom Faria

STAFF MEMBERS PRESENT: City Attorney Vaughn, Police Chief Brizzee, City Manager Carrigan, Finance Director Williams, City Treasurer/Accountant I Brazil, Fire Chief Marrison, Public Works Director/City Engineer Fachin and Information Technology Director Spalding.

CONSIDERATION OF APPROVAL OF AGENDA: Motion by Silveira, seconded by Lewis to approve the City Council Meeting agenda as submitted. The motion carried by the affirmative action of all City Council Members present, Faria absent.

PUBLIC FORUM: MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL MEMBERS ON ANY ITEM OF PUBLIC INTEREST THAT IS WITHIN THE JURISDICTION OF THE CITY; INCLUDES AGENDA AND NON-AGENDA ITEMS. NO ACTION WILL BE TAKEN ON NON-AGENDA ITEMS. SPEAKERS ARE LIMITED TO A FIVE (5) MINUTE PRESENTATION. DETAILED GUIDELINES ARE POSTED ON THE COUNCIL CHAMBER INFORMATIONAL TABLE. KEN HENTON announced that on October 31st there will be a Harvest Fun Festival at 821 W. L Street from 5:30 to 8:00 p.m.; GREG HOSTETLER stated that cleanliness of the town is a hobby of his, how he has been working on cleaning up the south end of town and now embarking on cleaning up the West end of town, he also stated that the Mayor should put together a Citizen Advisory Committee to research a Landscape and Lighting District (LLD) for the entire town noting that not all of the areas in the city have an LLD, he also stated that he supports what Jeff Roberts is going to say tonight, noting that the City Council had a lot of good ideas at the last meeting and he would like to work with the City Council and LAFCO on the annexation project. No one else came forward to speak and the public forum was closed.

CONSIDERATION OF APPROVAL OF CONSENT AGENDA. Motion by Silveira, seconded by Stonegrove to approve the consent agenda as follows: Check Register for #155867 – #156082 in the Amount of \$1,297,418.90; First Quarter Investment Report

for Fiscal Year 2015-2016; Minutes for the August 19, 2015 City Council Meeting; Minutes for the September 2, 2015 City Council Meeting; City Council Resolution No. 5706 – Increasing the Appropriation Amount in the Homeland Security Fund for Revenue and Expenditures in the Amount of \$31,000 for the Purpose of an Above Ground Fuel Storage and Dispensing Station. The motion carried by the affirmative action of all City Council Member present, Faria absent.

City Attorney Vaughn stated that he would not be participating in the following item because owns property in the area being considered and left his seat at the dais and the Council Chambers 7:15 PM.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF ANNEXATION #2014-01, PREZONE #2014-02, PRE-ANNEXATION DEVELOPMENT AGREEMENT, AND ASSOCIATED MITIGATE NEGATIVE DECLARATION (SCH #2015061056) FOR PRESIDENTIAL ESTATES EAST AREA PLAN AND ANNEXATION OF APPROXIMATELY 106 ACRES ON UNINCORPORATED LANDS LYING NORTH OF PIONEER ROAD, WEST OF MERCY SPRINGS ROAD (SR 1658) AND EAST OF ELEVENTH STREET, APNS 026-290-001, 002, 003, 004, 005, 083-120-012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, AND 028; CITY COUNCIL RESOLUTION NO. 5704 – APPROVING MITIGATED NEGATIVE DECLARATION (SCH #2015061056) AND ASSOCIATED MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PRESIDENTIAL ESTATES EAST AREA PLAN AND ANNEXATION #2014-01 AND PRE-ZONE #2014-02; ORDINANCE NO. 1139 – AMENDING THE ZONING MAP TO PRE-ZONE APPROXIMATELY 106 ACRES LOCATED NORTH OF PIONEER ROAD AND WEST OF MERCY SPRINGS ROAD (SR 165), MERCED COUNTY, CALIFORNIA FROM COUNTY SINGLE FAMILY RESIDENTIAL (R-1) TO PROFESSIONAL OFFICE (P-O), NEIGHBORHOOD COMMERCIAL (C-N), PLANNED DEVELOPMENT (P-D), AND UNCLASSIFIED (U), TO BE ANNEXED INTO THE CITY OF LOS BANOS (FIRST READING & INTRODUCTION); ORDINANCE NO. 1140 – APPROVING A PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH STONEFIELD COMMUNITIES, INC. FOR THE PROJECT COMMONLY KNOWN AS THE PRESIDENTIAL ESTATES EAST AREA PLAN AND ANNEXATION (FIRST READING & INTRODUCTION); ORDINANCE NO. 1141 – APPROVING A PRE-ANNEXATION DEVELOPMENT AGREEMENT FOR THE MANUAL M. CARDOZA PROPERTY FOR THE PROJECT COMMONLY KNOWN AS THE PRESIDENTIAL ESTATES EAST AREA PLAN AND ANNEXATION (FIRST READING & INTRODUCTION); CITY COUNCIL RESOLUTION NO. 5705 – REQUESTING THE ANNEXATION AND PRE-ZONE OF APPROXIMATELY 106 ACRES FOR THE PRESIDENTIAL ESTATES EAST AREA PLAN AND ANNEXATION, PROPERTY LOCATED NORTH OF PIONEER ROAD, AND WEST OF MERCY SPRINGS ROAD (SR 165), MERCED COUNTY, CALIFORNIA.

City Manager Carrigan stated that Jeff Roberts, the representative from Stonefield Communities, would like to make a statement. Jeff Roberts stated that they would like to request a continuance until December 2, 2016 of this item. The ideas and suggestions that came out of the prior meeting made Stonefield Communities decide to go work on the new ideas and resubmit the item.

Council Member Silveira thanked Mr. Roberts for taking a leadership role and making changes to the product. Council Member Lewis stated that we do want to make the project work for our community and the developer, staff did the best job they could with the information they had, and she appreciated staff taking the time to rectify the concerns. She also stated that the community loves the idea of having full custom homes.

Motion by Silveira, seconded by Lewis to continue this public hearing item to December 2, 2015. The motion carried by the affirmative action of all City Council Members present, Faria absent.

Motion by Silveira, seconded by Lewis to continue City Council Resolution No. 5704 – Approving Mitigated Negative Declaration (SCH #2015061056) and Associated Mitigation Monitoring and Reporting Program for the Presidential Estates East Area Plan and Annexation #2014-01 and Pre-Zone #2014-02. The motion carried by the affirmative action of all City Council Members present, Faria absent.

Motion by Silveira, seconded by Lewis to continue Ordinance No. 1139 – Amending the Zoning Map to Pre-Zone Approximately 106 Acres Located North of Pioneer Road and West of Mercey Springs Road (SR 165), Merced County, California from County Single Family Residential (R-1) to Professional Office (P-O), Neighborhood Commercial (C-N), Planned Development (P-D), and Unclassified (U), to be Annexed into the City of Los Banos to December 2, 2015, seconded by Lewis. The motion carried by the affirmative action of all City Council Members present, Faria absent.

Motion by Silveira, seconded by Lewis to continue Ordinance No. 1140 – Approving a Pre-Annexation Development Agreement with Stonefield Communities, Inc. for the Project Commonly Known as the Presidential Estates East Area Plan and Annexation. The motion carried by the affirmative action of all City Council Members present, Faria absent.

Motion by Silveira, seconded by Lewis to continue Ordinance No. 1141 – Approving a Pre-Annexation Development Agreement for the Manual M. Cardoza Property for the Project Commonly Known as the Presidential Estates East Area Plan and Annexation to December 2, 2015. The motion carried by the affirmative action of all City Council Members present, Faria absent.

Motion by Silveira, seconded by Lewis to continue City Council Resolution No. 5705 – Requesting the Annexation and Pre-Zone of Approximately 106 Acres for the Presidential Estates East Area Plan and Annexation, of Property Located North of Pioneer Road, and West of Mercey Springs Road (SR 165), Merced County, California to December 2, 2015. The motion carried by the affirmative action of all City Council Members present, Faria absent.

City Attorney Vaughn returned to the Council Chambers and his seat at the dais (7:25 PM).

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF ADOPTING A PROPOSED ORDINANCE FOR REGULATION OF FARMERS’ MARKETS LOCATED IN TITLE 9 AND CHAPTER 3 OF THE LOS BANOS MUNICIPAL CODE; ORDINANCE NO. 1135 – ADDING ARTICLE 42 CHAPTER 3 TO TITLE 9 OF THE LOS BANOS MUNICIPAL CODE RELATING TO CERTIFIED FARMERS’ MARKET (SECOND READING & ADOPTION); CITY COUNCIL RESOLUTION NO. 5699 – ESTABLISHING PERMIT FEES FOR THE ADMINISTRATION AND ISSUANCE OF CERTIFIED FARMERS’ MARKETS (CONTINUED FROM SEPTEMBER 16, 2015 CITY COUNCIL MEETING).

City Attorney Vaughn presented the staff report which included a brief summary of the item, noting that currently we do not have a permitting process for a Farmers Market; but with the adoption of this ordinance now in order to hold such an event you will have to provide proof of insurance, an indemnity agreement, and additional criteria. How the permit process will be handled by the Community and Economic Development Department and staff will have the discretion to deal with the necessary criteria and add other conditions. City Attorney Vaughn stated that the only change to the ordinance was in Section 9-3.4207 (d), no more than two consecutive days per week as motioned by Council Member Silveira. City Attorney Vaughn stated that we currently have one small operator who is currently going through the formal process of obtaining a permit and how the resolution before the tonight for approval will set forth the cost of the permit.

Mayor Villalta opened the public hearing. No one came forward to speak and the public hearing was closed.

Mayor Villalta asked if the City Manager has reached an agreement with Will Areias. City Manager Carrigan stated he had and they were in the process of issuing a permit. Mr. Areias stated he did not have a market last weekend because he did not have insurance, but he has since obtained insurance; he also stated that he has agreed to all conditions set forth on the permit. Mayor Villalta stated that the City Manager has the authority to set the conditions of the permit.

Motion by Silveira, seconded by Stonegrove to waive the second reading of Ordinance No. 1135 – Adding Article 42 Chapter 3 to Title 9 of the Los Banos Municipal Code Relating to Certified Farmers’ Market. The motion carried by the affirmative action of all City Council Members present, Faria absent.

Motion by Silveira, seconded by Stonegrove to adopt Ordinance No. 1135 – Adding Article 42 Chapter 3 to Title 9 of the Los Banos Municipal Code Relating to Certified Farmers’ Market. The motion carried by the following roll call vote: AYES: Lewis, Silveira, Stonegrove, Villalta; NOES: None; ABSENT: Faria.

Motion by Silveira, seconded by Stonegrove to adopt resolution no. 5699 – Establishing Permit Fees for the Administration and Issuance of Certified Farmers’ Markets. The motion carried by the affirmative action of all Council Members present, Faria absent.

PRESENTATION REGARDING IMPLEMENTATION OF UNITED WAY OF MERCED COUNTY'S 211 TELEPHONE SERVICE IN MERCED COUNTY.

Police Chief Brizzee introduced Octavio Valencia and Carol Bowman to present a PowerPoint presentation regarding the 211 System. Ms. Bowman stated that the United Way has wanted to implement this service for several years, how 211 is a phone number and data base to help individuals find services including Human Services, Mental Health, Child Welfare, Elderly Care and more located in Merced and Mariposa Counties. Ms. Bowman played a brief video regarding the 211 services available, noting that ninety-two percent (92%) of Californian's already have access to 211 services and this will be new to Merced and Mariposa Counties and this data base allows users to search services on their own.

Mayor Villalta asked if someone needed mental help could they call 211 for help and Ms. Bowman stated absolutely and that people in the call center do call backs to ensure the person calling received the help they were looking for. Mr. Valencia handed cards to Council Members and Staff stating that the cards are available to hand out to make people aware of the service and they will be available for Police Officers to hand out to citizens. Councilmember Stonegrove thanked Ms. Bowman for their services and asked if the 211 system is available for 24 hours.

No action taken, informational item only.

ADVISEMENT OF PUBLIC NOTICES (One Report). City Manager Carrigan stated that Wednesday, October 28, 2015 the Planning Commission will hold a public hearing to consider a conditional use permit and site review for recycling center located in the Target Parking Lot.

NOTICE AND ANNOUNCEMENT OF VACANCIES ON THE FOLLOWING COMMISSIONS/COMMITTEES: PARKS & RECREATION COMMISSION – TWO (2) VACANCIES; PLANNING COMMISSION – THREE (3) VACANCIES; TREE COMMISSION – THREE (3) VACANCIES; ECONOMIC DEVELOPMENT ADVISORY COMMISSION – ONE (1) VACANCY; AIRPORT ADVISORY COMMISSION – THREE (3) VACANCIES; MEASURE P COMMITTEE – TWO (2) VACANCIES. Informational item only, no action taken.

CITY MANAGER REPORT. City Manager Carrigan stated that he attended Wayne Pricolo's funeral services, thanking Fire Chief Marrison and Assistant Fire Chief Hurley on the outstanding job they did honoring the retired Fire Captain, adding that the services were very well done and how proud he was of the job Assistant Fire Chief Hurley did on the Eulogy.

CITY COUNCIL MEMBER REPORTS.

ELIZABETH STONEGROVE: Extend her condolences to the Pricolo family.

TOM FARIA: Absent

DEBORAH LEWIS: Attended the October 16, 2015 Domestic Violence gathering at the Police Annex, thanking the women for reaching out to the community and sharing their stories.

SCOTT SILVEIRA: Attended Wayne Pricolo's funeral and offered his condolences to the family and he congratulated to Council Member Faria on the new addition to their family.

MAYOR MICHAEL VILLALTA: Spoke to how he grew up with Wayne Pricolo and the amazing send off and a great tribute to a really nice guy. He offered his condolences to the people in the Fire Services who remember Wayne, to his family, sons, and in-laws. He spoke to how Tesse Mazzina recently passed a way; she was a 40 year City of Los Banos employee and a fixture in the community, a wonderful lady. He also stated that City Manager Carrigan has ordered the flags flown at half mass in her honor.

Mayor Villalta stated that he would like to request that an item be placed on the next agenda to see if the City Council would like staff to expend time researching to see there is sufficient interest for the City to offer City funded grants to community groups for public events.

ADJOURNMENT. The meeting at the hour of 8:05 PM.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of Los Banos

At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members

FROM: Mark Fachin, P.E. Public Works Director/City Engineer

DATE: November 18, 2015

SUBJECT: Notice of Completion for 13th Street Water Extension

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopts a Resolution accepting the 13th Street Water Extension project improvements as completed; authorizes the City Manager to file the "Notice of Completion" with the Merced County Recorder; and authorize the Public Works Director/City Engineer to release the five (5) percent retention after the thirty-five (35) day period from the date of filing the Notice of Completion with the County Recorder.

Background:

The City's 2010 Water Master Plan identified project P-7 in Phase 1 (2010-2015) for construction of the existing system to increase fire flows and distribution of the City's water supply system. Prior to designing the water project, a study was performed to determine whether a section of existing 8 inch water line called out in the Master Plan P-7 project would provide sufficient water flows without being resized to a 10 inch line. Simultaneously, a portion of the project required the creation of a Public Utilities Easement to be authorized by California Dairies on the southern border of their property. Once the study confirmed the existing 8 inch line was sufficient and the easement was executed, the Public Works Department initiated the construction phase of the project. A construction contract was authorized for the replacement of a 6 inch water line with a 10 inch water line from the west bound lane of Pacheco Blvd to the south end of 13th Street and the addition of a 10 inch water line on the south border of the California Dairies property. Plans and specifications were designed by O'Dell Engineering. The project was publicly advertised. Bids were opened for this project on July 17, 2015. The City Council awarded the construction contract on August 5, 2015 to

JT2 Inc. dba Todd Companies of Visalia, in the amount of \$143,750.00, with a 20% contingency of \$28,750.00.

Discussion:

The Contractor started construction of the 13th Street Water Extension September 21, 2015. The Public Works Department performed the construction management on the project. A couple of the actual bid item quantities were higher than the estimated quantities. A Balancing Change Order #1 was issued for actual material quantities in the amount of \$2,799.00, bringing the total Construction Contract amount to \$146,549.00. Change Order #1 was the only contingency expense for the project.

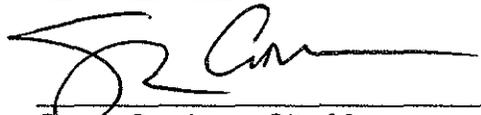
Fiscal Impact:

The Water fund account 501-461-100-739 expenditures for this project are:

Project Design	\$ 22,700.00
Construction Contract	\$ 146,549.00 (includes balancing change order #1)
Submittal Reviews	\$ 1,813.75
Soil Testing Inspections	\$ 3,544.00

The project expenditures were partially encumbered in the 2014-2015 fiscal year. Adequate appropriations were budgeted in the 2015-2016 fiscal year.

Reviewed by:



Steve Carrigan, City Manager



Sonya Williams, Finance Director

Attachments:

- Resolution
- Notice of Completion
- 2015-16 Fiscal Budget Sheet

RESOLUTION NO.

**A RESOLUTION OF CITY COUNCIL OF THE
CITY OF LOS BANOS ACCEPTING THE 13TH
STREET WATER EXTENSION AS
COMPLETE AND AUTHORIZING THE
FILING OF A NOTICE OF COMPLETION
WITH THE MERCED COUNTY RECORDER**

WHEREAS, on May 1, 2015 the City of Los Banos received competitive bids for the construction of the 13th Street Water Extension Project; and

WHEREAS, on May 20, 2015 the City Council awarded the Construction Contract to JT2 Inc. dba Todd Companies for the construction of the 13th Street Water Extension Project; and

WHEREAS, upon final inspection the Public Works Director/City Engineer has determined that all work has been completed in compliance with plans and specifications and in accordance with the approved contract; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby accept the 13th Street Water Extension project as complete; authorizes the City Manager to file the Notice of Completion with the Merced County Recorder within ten (10) days after acceptance; and authorizes the Public Works Director/City Engineer to release the five percent (5%) retention held in escrow after thirty-five (35) days from the date of filing the Notice of Completion

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 18th day of November 2015, by Council Member _____ who moved its adoption, which motion was duly seconded by Council Member _____ and the Resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

RECORDING REQUESTED BY:

CITY OF LOS BANOS

WHEN RECORDED RETURN TO:

CITY OF LOS BANOS
520 'J' Street
Los Banos, California 93635

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
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CITY OF LOS BANOS	520 'J' Street	Los Banos	California
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(If more than one owner of the interest stated, the name and address of each must be inserted.)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: In Fee.

4. That on the 23rd day of October, 2015 a work of improvement on the real property hereinafter described was completed.

5. That the name of the original contractor, if any, for such work of improvement was JT2 Inc. dba Todd Companies

(If no contractor for work of improvement as a whole, insert "No Contractor.")

6. That the real property herein referred to is situated in the City of Los Banos

County of Merced State of California, and is described as follows:

"Construction of 13th Street Water Extension"

The major work consisted of replacing 245 feet of 6-inch waterline with 10-inch waterline in 13th Street from Pacheco Pass Boulevard to the south end of 13th Street, and installing 520 feet of 10-inch waterline at the south end of the California Dairies Property.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

CITY OF LOS BANOS

Owner

Place: Los Banos, California

By: _____

Steve Carrigan, City Manager

City of Los Banos
Water
2015-2016

Account Number	Description	2012-2013 Actual	2013-2014 Actual	2014-2015 Projected	2015-2016 Adopted
501-461-100-738	Wells	0	14,833	200,000	750,000
* 501-461-100-739	Water Master Plan Improve	0	17,170	394,000	892,000 *
501-461-100-750	Vehicles	54,819	61,525	0	0
501-461-100-753	Specialized Equipment	0	34	196,828	6,000
501-461-100-770	Computer Equipment	0	1,488	0	0
	Capital Outlay	75,129	108,756	790,828	1,723,000
501-461-100-822	Principal-Debt Service 93 & 02	340,000	4,325,000	0	0
501-461-100-882	Interest Debt Service	221,385	109,626	0	0
501-461-100-885	Debt Related Fees	2,100	0	0	0
	Interest - Debt Service	563,485	4,434,626	0	0
501-461-100-825	Water Charge Out	(5,589)	(4,745)	0	0
	Charge Ins - Outs	(5,589)	(4,745)	0	0
501-495-100-900	Contingency	0	0	0	100,000
	Contingency	0	0	0	100,000
	Total Water	\$2,972,568	\$6,987,140	\$3,497,799	\$4,755,152



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members

FROM: Mark Fachin, P.E. Public Works Director/City Engineer 

DATE: November 18, 2015

SUBJECT: Notice of Completion for Henry Miller Area Storm Drain and L Street Water Line

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopts a Resolution accepting the Henry Miller Area Storm Drain and L Street Water Line project improvements as completed; authorizes the City Manager to file the "Notice of Completion" with the Merced County Recorder; and authorize the Public Works Director/City Engineer to release the five (5) percent retention after the thirty-five (35) day period from the date of filing the Notice of Completion with the County Recorder.

Background:

The City's 2010 Water Master Plan identified project P-4 in Phase 1 (2010-2015) for construction of the existing system to increase fire flows and distribution of the City's water supply system. The Public Works Department initiated a construction contract to replace 4 and 6 inch water piping on L Street between Fourth Street and West I Street with a 10 inch water line. The City's 2010 Storm Drain Master Plan identified projects A1-2 and A1-3 in Phase 1 (2010-2015) for the installation of an 18 inch storm drain line on L Street from Delaware Avenue to Idaho Avenue, the installation of a 36 inch storm drain line on Idaho Avenue from L Street to West I Street, replace a 15 inch storm drain line with a 36 inch storm drain on West I Street from Idaho Avenue to Texas Avenue, and install a 36 inch storm drain line of Texas Avenue from West I Street to H Street. New storm drain inlets were added in Idaho Avenue and Texas Avenue. The installation of the new storm drain line and inlets improved storm water transmission and will reduce street flooding in the area. The water line project and the storm drain line project were designed and constructed jointly to eliminate any construction conflicts with

portions of two projects being constructed on the same street. Plans and specifications were designed by Gouveia Engineering. The project was publicly advertised. Bids were opened for this project on May 1, 2015. The City Council awarded the construction contract on May 20, 2015 to Bill Nelson GEC, Inc. of Fresno, in the amount of \$1,290,855.00 with a 10% contingency of \$129,085.00.

Discussion:

The Contractor started construction of the Henry Miller Area Storm Drain and L Street Water Line June 10, 2015. Three Change Orders were negotiated during the course of the project. Change Order #1 was initiated when misidentified communication utilities were discovered to be in direct conflict with the installation of a portion of the 36 inch storm drain line being installed. A design solution, which included lowering a portion of the storm drain line and building a wet well lift station, was engineered to mitigate the conflict. The lift station needed electrical power. The Contractor was compensated for lowering the storm drain line and installing the wet well lift station. Public Works staff handled the administration/coordination for completing the PG&E electrical service connection. Change Order #1 required a resolution to amend the project contingency to 20% or \$258,171.00. Council approved this action on August 5, 2015. Change Order #2 was initiated to address minor design changes incurred along Idaho Avenue with no cost change to the contract. Change Order #3 was initiated to account for extra truck hauling costs incurred when unstable soils were discovered in one section of the trench on Texas Avenue and needed to be hauled away. The three Change Orders revised the total Construction Contract amount to \$1,468,770.21. The Public Works Department performed the construction management on the project.

Fiscal Impact:

The Water fund account 501-461-100-739 expenditures for this project were:

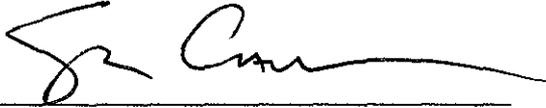
Project Design	\$ 36,798.47	
Construction Contract	\$ 502,264.75	(included change orders)
Submittal Reviews	\$ 7,500.22	
QSP Oversight	\$ 600.50	
Soil Testing Inspections	\$ 6,468.74	

The Collections fund account 502-432-100-739 expenditures for this project were:

Project Design	\$ 48,500.00	
Construction Contract	\$ 966,505.46	(included change orders)
Submittal Reviews	\$ 12,237.19	
QSP Oversight	\$ 979.75	
Soil Testing Inspections	\$ 10,554.26	
PG&E Pump Service	\$ 3,603.95	
Power Supply Converter	\$ 3,955.00	

The project expenditures were partially encumbered in the 2014-2015 fiscal year. Adequate appropriations were budgeted in the 2015-2016 fiscal year.

Reviewed by:



Steve Carrigan, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution

Notice of Completion

2015-16 Fiscal Budget Sheet

RESOLUTION NO.

**A RESOLUTION OF CITY COUNCIL OF THE
CITY OF LOS BANOS ACCEPTING THE
HENRY MILLER AREA STORM AND L
STREET WATER LINE AS COMPLETE AND
AUTHORIZING THE FILING OF A NOTICE OF
COMPLETION WITH THE MERCED COUNTY
RECORDER**

WHEREAS, on May 1, 2015 the City of Los Banos received competitive bids for the construction of the Henry Miller Area Storm Drain and L Street Water Line Project; and

WHEREAS, on May 20, 2015 the City Council awarded the Construction Contract to Bill Nelson GEC, Inc. for the construction of the Henry Miller Area Storm Drain and L Street Water Line Project; and

WHEREAS, upon final inspection the Public Works Director/City Engineer has determined that all work has been completed in compliance with plans and specifications and in accordance with the approved contract; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby accept the Henry Miller Area Storm Drain and L Street Water Line project as complete; authorizes the City Manager to file the Notice of Completion with the Merced County Recorder within ten (10) days after acceptance; and authorizes the Public Works Director/City Engineer to release the five percent (5%) retention held in escrow after thirty-five (35) days from the date of filing the Notice of Completion

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 18th day of November 2015, by Council Member _____ who moved its adoption, which motion was duly seconded by Council Member _____ and the Resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

RECORDING REQUESTED BY:

CITY OF LOS BANOS

WHEN RECORDED RETURN TO:

CITY OF LOS BANOS
520 'J' Street
Los Banos, California 93635

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
CITY OF LOS BANOS	520 'J' Street	Los Banos	California

(If more than one owner of the interest stated, the name and address of each must be inserted.)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: In Fee.

4. That on the 23rd day of October, 2015 a work of improvement on the real property hereinafter described was completed.

5. That the name of the original contractor, if any, for such work of improvement was Bill Nelson GEC, Inc.

(If no contractor for work of improvement as a whole, insert "No Contractor.")

6. That the real property herein referred to is situated in the City of Los Banos

County of Merced State of California, and is described as follows:

"Construction of Henry Miller Area Storm Drain & L Street Water Line"

The major work consisted of installing furnishing and installing approximately 3,365 linear feet of waterline and approximately 3,500 linear feet of storm drain line in the City of Los Banos.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

CITY OF LOS BANOS
Owner

Place: Los Banos, California

By: _____
Steve Carrigan, City Manager

City of Los Banos
Water
2015-2016

Account Number	Description	2012-2013 Actual	2013-2014 Actual	2014-2015 Projected	2015-2016 Adopted
501-461-100-738	Wells	0	14,833	200,000	750,000
* 501-461-100-739	Water Master Plan Improve	0	17,170	394,000	892,000 *
501-461-100-750	Vehicles	54,819	61,525	0	0
501-461-100-753	Specialized Equipment	0	34	196,828	6,000
501-461-100-770	Computer Equipment	0	1,488	0	0
	Capital Outlay	<u>75,129</u>	<u>108,756</u>	<u>790,828</u>	<u>1,723,000</u>
501-461-100-822	Principal-Debt Service 93 & 02	340,000	4,325,000	0	0
501-461-100-882	Interest Debt Service	221,385	109,626	0	0
501-461-100-885	Debt Related Fees	2,100	0	0	0
	Interest - Debt Service	<u>563,485</u>	<u>4,434,626</u>	<u>0</u>	<u>0</u>
501-461-100-825	Water Charge Out	(5,589)	(4,745)	0	0
	Charge Ins - Outs	<u>(5,589)</u>	<u>(4,745)</u>	<u>0</u>	<u>0</u>
501-495-100-900	Contingency	0	0	0	100,000
	Contingency	<u>0</u>	<u>0</u>	<u>0</u>	<u>100,000</u>
	Total Water	<u>\$2,972,568</u>	<u>\$6,987,140</u>	<u>\$3,497,799</u>	<u>\$4,755,152</u>

City of Los Banos
Wastewater Collection
2015-2016

Account Number	Description	2012-2013	2013-2014	2014-2015	2015-2016
		Actual	Actual	Projected	Adopted
502-432-100-101	Salaries	342,467	325,859	337,322	345,124
502-432-100-102	Part Time	3,039	3,031	4,000	3,125
502-432-100-103	Overtime	11,346	10,376	13,000	18,000
502-432-100-120	Benefits	276,156	281,152	293,354	315,090
	Personnel Services	633,008	620,418	647,676	681,339
502-432-100-202	Fleet Repair & Maintenance	26,464	25,000	25,000	25,000
502-432-100-203	Equipment Repair & Maintenance	8,829	9,845	15,000	15,000
502-432-100-204	Fleet Services	15,713	17,000	30,111	30,904
502-432-100-205	Facility Maintenance	713	800	1,500	1,500
502-432-100-206	Property Lease	2,946	2,946	3,000	3,000
502-432-100-208	Rental - Vehicles & Equipment	5,393	3,824	12,000	30,000
502-432-100-231	Professional Services	291	4,563	200	41,000
502-432-100-235	City Engineer	0	17,173	12,500	24,000
502-432-100-236	Medical Services	380	523	1,600	1,600
502-432-100-237	Recruitment	145	0	500	500
502-432-100-238	Technical Services	6,350	5,358	2,000	5,000
502-432-100-240	I.T.Services	3,967	4,991	6,932	6,696
502-432-100-250	Insurance	8,936	13,552	13,645	15,688
502-432-100-251	Memberships & Dues	140	206	300	300
502-432-100-252	Communications	1,868	1,294	1,700	1,800
502-432-100-253	Advertising	0	0	50	100
502-432-100-256	Permits, Fees & Charges	130,909	190,574	135,000	135,000
502-432-100-257	Travel & Training	765	556	1,500	1,500
502-432-100-259	Community Promotion	0	0	0	500
502-432-100-260	Office Supplies	1,306	1,006	1,200	1,200
502-432-100-262	Uniform Expenses	1,990	2,803	3,000	3,000
502-432-100-264	Electricity & Gas	54,112	57,785	60,000	64,200
502-432-100-265	Gasoline & Oil	15,877	21,000	19,000	17,000
502-432-100-267	General Materials & Supplies	27,892	35,468	30,000	40,000
	Supplies & Services	314,986	416,267	375,738	464,488
502-432-100-710	Land Purchase	0	0	0	10,000
502-432-100-714	Storm Drain Improvement	258,290	190,553	70,000	0
* 502-432-100-739	Master Plan	0	0	438,000	1,590,000 *
502-432-100-753	Specialized Equipment	39,768	34	196,828	0
502-432-100-770	Computer Equipment	0	1,488	0	0
	Capital Outlay	298,059	192,075	704,828	1,600,000
502-432-100-825	Wastewater Charge Out	(5,287)	(4,436)	0	0
	Charge Ins - Outs	(5,287)	(4,436)	0	0
	Wastewater Collection	\$1,240,766	\$1,224,324	\$1,728,242	\$2,745,827



City of Los Banos

At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members

FROM: Mark Fachin, P.E., Public Works Director/City Engineer

DATE: November 4, 2015

SUBJECT: Final Tract Map #2004-05 for Villages III Phase 1 at Stonecreek and Villages III Phase 2 at Stonecreek

TYPE OF REPORT: Non-Consent Agenda

Recommendation:

That the City Council adopts the Resolution approving Final Tract Map #2004-05 for the Villages III Phase 1 at Stonecreek and Villages III Phase 2 at Stonecreek, and accompanying Subdivision Improvement Agreement.

Background:

The Vesting Tentative Tract Map #2004-05 was approved April 13, 2005 by Resolution No. #2005-09. The development agreement between Anderson Homes and the City of Los Banos in 2005 was named Villages at Stonecreek IIA and III. Stonecreek IIA was recorded. Stonecreek III infrastructure was built just short of a punch list and Final Map Recording. In March 2015, the Public Works staff was contacted by the new developer, Los Banos 270 Investors LP, for Final Map Approval.

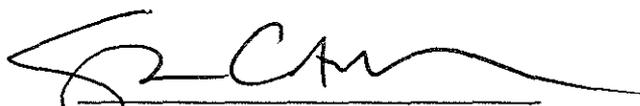
Discussion:

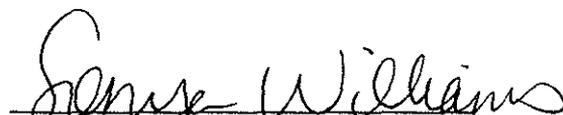
The subject site is generally located south of Cardoza Road, north of Pioneer Road, between Ortigalita Road and the Los Banos Creek, on Assessor Parcel Number 430-010-039, 430-060-006, and 430-060-007. The applicant is Los Banos 270 Investors LP. The map consists of 172 single family lots on 39 acres. This Final Tract Map is in substantial compliance with Vesting Tentative Subdivision Map #2004-05.

Fiscal Impact:

Financial security as required by the Subdivision Improvement Agreement, the Subdivision Map Act and Los Banos Municipal Code has been deposited with the City. All required processing, development, plan check and inspection fees have been paid. All bonds have been paid to Merced County.

Reviewed by:


Steve Carrigan, City Manager


Sonya Williams, Finance Director

Attachments:

Resolution

Exhibit A Legal Description

Exhibit B Final Maps

Subdivision Improvement Agreement

Exhibit A Original Engineers Estimate

Exhibit B Conditions of Approval

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF LOS BANOS ACCEPTING FINAL
TRACT MAP #2004-05 FOR THE VILLAGES III
PHASE 1 AT STONECREEK AND VILLAGES III
PHASE 2 AT STONECREEK AND
ACCOMPANYING SUBDIVISION
IMPROVEMENT AGREEMENT**

WHEREAS, there has been submitted to the City Council of the City of Los Banos Final Tract Map #2004-05 Villages III Phase 1 at Stonecreek and Villages III Phase 2 at Stonecreek and accompanying Subdivision Improvement Agreement; and

WHEREAS, the single-family residential subdivision consists of 172 lots on 39 acres; and

WHEREAS, the Public Works Director/City Engineer has approved the Final Map, the plan checks and inspection fees have been paid in full, the City has received all necessary bonds and financial security, and said Final Tract Map has been submitted to the City Council of the City of Los Banos for approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve and adopt Final Tract Map #2004-05 Villages III Phase 1 at Stonecreek and Villages III Phase 2 at Stonecreek and accompanying Subdivision Improvement Agreement for the real property described in Exhibit A, shown in Exhibit B and authorize recording based on the following findings:

1. Final Maps is in substantial compliance with Vesting Tentative Tract Map #2004-05.
2. Financial security as required by the Subdivision Improvement Agreement, Subdivision Map Act, and Los Banos Municipal Code has been deposited with the City.
3. All required processing, development, plan check, and inspection fees have been paid.
4. All bonds have been paid to Merced County.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 4th day of November 2015, by Council Member _____ who moved its adoption, which motion was duly seconded by Council Member _____ and the Resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

Villages III Phase I

Fidelity National Title Company

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Fidelity National Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

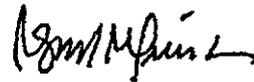
The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a California corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

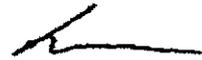
Fidelity National Title Insurance Company

By:



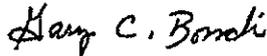
President

Attest:



Secretary

Countersigned By:



Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 2540 W. Shaw Lane, Suite 112, Fresno, CA 93711

FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company
155 West El Portal Drive, Suite B • Merced, CA 95340
(209)722-3911 • FAX (209)722-7812

**Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Christine Upton
Title No.: FFOM-3011500207-B-CU

Escrow Officer: Judy Caplan
E-Mail: jcaplan@fnf.com
Escrow No.: FFOM-3011500207-B -JC

TO: Gouveia Engineering, Inc.
456 6th Street
Gustine, CA 95322
Attn: Ryan Schiess

PROPERTY ADDRESS(ES): "The Villages III Phase 1 at Stonecreek", Los Banos, CA

EFFECTIVE DATE: October 19, 2015 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Los Banos 270 Investors L.P., a California Limited Partnership

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 430-010-039, 430-060-006 and 430-060-007

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS BANOS, COUNTY OF MERCED, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

That certain parcel of land entitled "REMAINDER PARCEL", on "TRACT NO. 2004-05 THE VILLAGES IIA PHASE 2 AT STONECREEK SINGLE FAMILY RESIDENTIAL", in the City of Los Banos, County of Merced, State of California according to the map thereof recorded December 27, 2007, in Volume 78, Pages 5 through 10 of Official Plats, in the office of the County Recorder of said County.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 004-072
Tax Identification No.: 430-010-039
Fiscal Year: 2015-2016
1st Installment: \$2,542.90 Unpaid
2nd Installment: \$2,542.90 Unpaid
Exemption: \$0.00
Land: \$50,000.00
Improvements: \$0.00
Personal Property: \$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 004-074
Tax Identification No.: 430-060-006
Fiscal Year: 2015-2016
1st Installment: \$1,458.31 Unpaid
2nd Installment: \$1,458.31 Unpaid
Exemption: \$0.00
Land: \$257,766.00
Improvements: \$0.00
Personal Property: \$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 004-072
Tax Identification No.: 430-060-007
Fiscal Year: 2015-2016
1st Installment: \$4,663.88 Unpaid
2nd Installment: \$4,663.88 Unpaid
Exemption: \$0.00
Land: \$825,927.00
Improvements: \$0.00
Personal Property: \$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

EXCEPTIONS
(continued)

4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

5. Taxes and assessments levied by the Central California Irrigation District.

Amounts are unavailable at this time. A report has been ordered and the Company reserves the right to add additional items or make further requirements after review of the requested report.

6. Taxes and assessments levied by the Los Banos School Bond, Merced College #2 LB.

7. Rights of the public to any portion of the Land lying within the area commonly known as

Stonecreek Boulevard aka Prairie Springs Drive;
Church Road;
Thistle Lane;
Cardoza Road;
Badger Flat Road; and
other unnamed paved roads running through said "Remainder Parcel"

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Miller & Lux Incorporated
Purpose: Right of way for existing ditches and all other ditches which may be necessary to construct in order to furnish water to other lands, together with the right to enter at all times for the purpose of constructing, maintaining and operating said ditches
Recording Date: March 7, 1919 in Book 142 of Deeds, page 36

Affects: said land

9. Matters contained in that certain document

Entitled: RIGHT-TO-ADVISE NOTICE
Dated: May 29, 2003
Executed by:
Owners: Fred L. & Linda R. Oliveira; and
County: Merced County Planning and Community Development Department
Recording Date: May 30, 2003
Recording No.: 2003-033749, of Official Records

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Fred L. Oliveira and Linda R. Oliveira,
Co-Trustees of the Fred L. Oliveira and Linda R. Oliveira Trust
dated July 23, 1988
Purpose: access and irrigation
Recording Date: June 1, 2004
Recording No.: 2004-035366, of Official Records
Affects: 30 foot wide strips of land,
as more particularly described therein,
and as shown on said map

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Los Banos
Purpose: CARDOZA ROAD,
DESILTING BASIN ACCESS,
STORM DRAIN,
SANITARY SEWER AND
PUBLIC UTILITY EASEMENTS
Recording Date: August 30, 2004
Recording No.: 20004-056286, of Official Records
Affects: a portion of said land,
as more particularly described therein,
and as shown on said map

12. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the map filed on May 11, 2005 in Book 99 of Parcel Maps, at Pages 9 and 10

For: Private access and utilities
Affects: The Northwesterly fifty (50) feet of Parcel "B" as shown on said Map.

13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the map filed on May 11, 2005 in Book 99 of Parcel Maps, at Pages 17 and 18

For: Private access and utilities
Affects: As shown on said Map. (Affects APN: 083-610-006)

Said map also discloses an existing 30' access & irrigation easement, being recorded in Vol 93 PM Pg 47-48 M.C.R.

Reference is made to the record for full particulars.

EXCEPTIONS
(continued)

14. Matters contained in that certain document

Entitled: PRE-ANNEXATION DEVELOPMENT AGREEMENT AND
LANDOWNER CONSENTS RELATIVE TO
THE DEVELOPMENT KNOWN AS THE STONECREEK ANNEXATION
Dated: July 12, 2004
Executed by:
Developer: ANDERSON HOMES, a California corporation; and
City: CITY OF LOS BANOS, a municipal corporation
Recording Date: July 19, 2004
Recording No.: 2004-046781, of Official Records

Reference is hereby made to said document for full particulars.

15. Matters contained in that certain document

Entitled: DEVELOPMENT AGREEMENT
"Villages at Stonecreek II & III
Dated: June 15, 2005
Executed by:
Developer: Larry W. Anderson, Georgeann M. Anderson, and
ANDERSON HOMES, a California corporation
City: CITY OF LOS BANOS, a municipal corporation
Recording Date: June 28, 2005
Recording No.: 2005-048707, of Official Records

Reference is hereby made to said document for full particulars.

16. Matters contained in that certain document:

Entitled: MEMORANDUM OF AGREEMENT
(SCHOOL IMPACT MITIGATION AGREEMENT)
Dated: April 27, 2005
Executed by: LOS BANOS UNIFIED SCHOOL DISTRICT; and
ANDERSON HOMES, a California Corporation
Recording Date: May 6, 2008
Recording No.: 2008-023938, of Official Records

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on

Map/Plat: TRACT NO. 2004-05
THE VILLAGES 11A PHASE 2
AT STONECREEK
SINGLE FAMILY RESIDENTIAL

Recording Date: December 27, 2007
Recording No.: in Volume 78, Pages 5 through 10 of Official Plats
Purpose: various Privates Access & Utility Easements,
as more particularly described thereon
Affects: various 30 foot wide strips of land,
and a 100 foot wide strip of land,
as more particularly shown on said Map

Purpose: EX. Access P.U.E. Storm Drain and Sanitary Sewer Easement (2004-056286)
Affects: as shown on said Map

Purpose: P.U.E. Easement
Affects: the Northerly 50 feet of said Land,
as more particularly shown on said map

18. Recitals as shown on that certain map/plat

Recording Date: December 27, 2007
Recording No.: in Volume 78, Pages 5 through 10 of Official Plats

Which among other things includes: Right to Farm Statement

Reference is hereby made to said document for full particulars.

19. Matters contained in that certain document

Entitled: FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
"Villages at Stonecreek II & III

Dated: April 1, 2015

Executed by:

Developer: Los Banos 270 Investors LP, a California Limited Partnership
City: CITY OF LOS BANOS, a municipal corporation

Recording Date: May 7, 2015
Recording No.: 2015-015060, of Official Records

Reference is hereby made to said document for full particulars.

20. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

EXCEPTIONS
(continued)

21. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below.

Name: LOS BANOS 270 INVESTORS L.P., a California limited partnership

- a. Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

22. Information in the possession of the Company indicates that a division of land has occurred or is contemplated in the current transaction involving the Land described in this report. Such contemplated division of land appears to fall within the guidelines necessitating approval by the City, County or other applicable government agency. As a prerequisite to the issuance of any title insurance under this application, at least one of the following requirements must be accomplished to the Company's satisfaction:

A Final Map has been recorded in compliance with City of Los Banos related ordinances/requirements.

Evidence of compliance or waiver from the City of Los Banos

Other evidence, satisfactory to the Company, indicating compliance or non-violation must be furnished.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

23. Any claim based on the failure to comply with the provisions of Governmental Laws and Regulations regarding the division of land.

24. The Company will require, for its review, an insurable legal description for the Land the subject of this transaction. If a survey is being furnished, the survey must be prepared by a licensed State of California registered land surveyor.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

25. If a work of improvement is contemplated, no work is to be commenced or materials delivered to the Land the subject of this transaction prior to the recordation of the loan documents. If work is commenced or materials delivered, the Company reserves the right to add additional items or make further requirements and the closing may be delayed.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 2.** Note: The charge for a policy of title insurance, when issued through this application for title insurance, will be based on the Short Term Rate.
- Note 3.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 4.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 5.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015**

Order No.: FFOM-3011500207-A--JC

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**ATTACHMENT ONE
(CONTINUED)**

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

PROFORMA

**ATTACHMENT ONE
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- or
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE OWNERS OR HAVE SOME RIGHT, TITLE OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP. WE HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE, ALL PUBLIC UTILITY EASEMENTS (P.U.E.), THE 5 FOOT WALL EASEMENT, BARLEY LANE, CARDOZA ROAD, DOCK AVENUE, DODDER DRIVE, FOXTAIL LANE, OAK STREET, RYEGRASS WAY AND THISTLE LANE ARE DEDICATED TO THE CITY OF LOS BANOS FOR PUBLIC RIGHT OF WAY. RELINQUISHMENT OF ALL ABUTTERS RIGHTS OF ACCESS ARE INDICATED BY THIS SYMBOL, 777777.

LOS BANOS 270 INVESTORS LP
A CALIFORNIA LIMITED PARTNERSHIP
BY: LOS BANOS 270 INVESTORS LLC
A CALIFORNIA LIMITED LIABILITY COMPANY
ITS GENERAL PARTNER

BY: _____ DATE _____
(SIGNATURE)
JEFFREY W. ABRAMSON
(PRINTED NAME)
PRESIDENT
(PRINTED TITLE)

OWNER'S ACKNOWLEDGEMENT:

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 _____
ON _____, BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED

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 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.
SIGNATURE: _____

NAME TYPED OR PRINTED, NOTARY PUBLIC
IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION NO. OF NOTARY: _____

CITY CLERK'S STATEMENT:

I, LUCILLE L. MALLONEE, CITY CLERK THE CITY OF LOS BANOS, STATE OF CALIFORNIA, DO HEREBY STATE THAT AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LOS BANOS, STATE OF CALIFORNIA, HELD ON THIS _____ DAY OF _____, 2015, THE ACCOMPANYING FINAL MAP OF "TRACT 2004-05, THE VILLAGES III PHASE 1 AT STONECREEK, SINGLE FAMILY RESIDENTIAL" WAS APPROVED AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE, SUBJECT TO SATISFACTORY COMPLETION OF ALL IMPROVEMENTS, THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS (P.U.E.), THE 5' WALL EASEMENT, BARLEY LANE, CARDOZA ROAD, DOCK AVENUE, DODDER DRIVE, FOXTAIL LANE, OAK STREET, RYEGRASS WAY AND THISTLE LANE ARE DEDICATED TO THE CITY OF LOS BANOS FOR PUBLIC RIGHT OF WAY, AND RESTRICTED ACCESS RIGHTS AS SHOWN ON THIS FINAL MAP. ALSO, THE CITY COUNCIL HEREBY ACCEPTS FOR ABANDONMENT THE AREA SHOWN HEREON AS "TEMPORARY EASEMENT 2004 O.R. 056285 TO BE ABANDONED BY THIS MAP PER SUBDIVISION MAP ACT SECTION 86434(g)."

DATED THIS _____ DAY OF _____, 2015.

LUCILLE L. MALLONEE
CITY CLERK
CITY OF LOS BANOS

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS TRACT MAP OF "TRACT 2004-05, THE VILLAGES III PHASE 1 AT STONECREEK, SINGLE FAMILY RESIDENTIAL," AND STATE THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS IN THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2015.

MARK FACHIN, R.C.E. 34614
CITY ENGINEER

**TRACT No: 2004-05
THE VILLAGES III PHASE 1
AT STONECREEK
SINGLE FAMILY RESIDENTIAL**

BEING A RESUBDIVISION OF THE REMAINDER PARCEL,
TRACT NO. 2004-05, FILED DECEMBER 27, 2007, IN
VOLUME 78 OF OFFICIAL PLATS PAGES 5 THRU 10,
CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA



3021 Citrus Grove, Suite 150
Walnut Creek, California 94598-2638 TEL (925) 210-9300
OCTOBER, 2015

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT AT THE REQUEST OF THE CITY ENGINEER FOR THE CITY OF LOS BANOS, I HAVE EXAMINED THIS TRACT MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND COMPLIES WITH APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, 2015.

RYAN J. SCHISSL, L.S. 8386
REVIEWED FOR CITY OF LOS BANOS

RECORDER'S STATEMENT

NO. _____
FILED THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK,
IN VOL _____ OF OFFICIAL PLATS, AT PAGES _____, AT THE REQUEST
OF _____
FEE: \$ _____

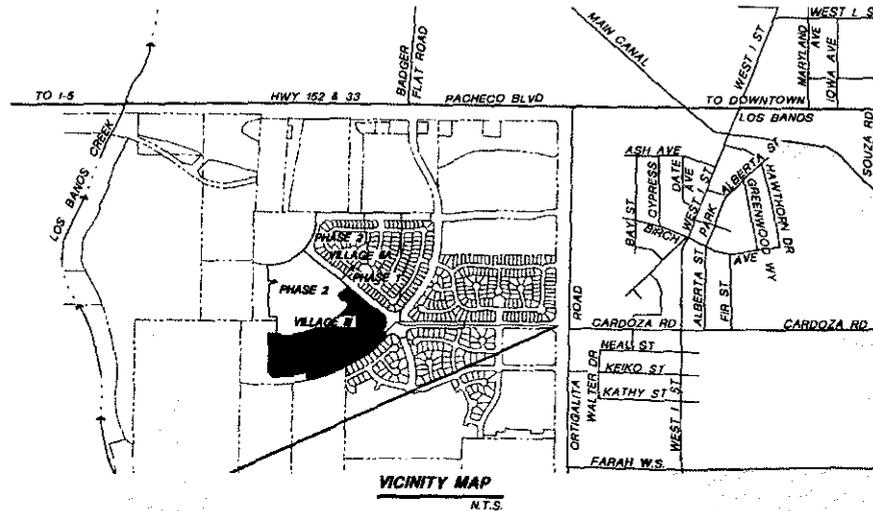
BARBARA J. LEVEY BY: _____
COUNTY RECORDER OF ASSISTANT/DEPUTY RECORDER
MERCED COUNTY, CALIFORNIA

**TRACT No: 2004-05
THE VILLAGES III PHASE 1
AT STONECREEK
SINGLE FAMILY RESIDENTIAL**

**BENING A RESUBDIVISION OF THE REMAINDER PARCEL,
TRACT NO. 2004-05, FILED DECEMBER 27, 2007, IN
VOLUME 78 OF OFFICIAL PLATS PAGES 5 THRU 10.
CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA**

PA Design Resources, Inc.
Planning • Engineering • Surveying

3021 Citrus Circle, Suite 150
Walnut Creek, California 94598-2635 TEL (925) 210-5300
OCTOBER, 2015



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LOS BANOS 270 INVESTORS LP, A CALIFORNIA LIMITED PARTNERSHIP, IN MARCH 2015. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE MARCH, 2017, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 14th DAY OF October, 2015.



Mark E. Woods
MARK E. WOODS, R.C.E. 29851
LICENSE EXPIRATION DATE: MARCH 31, 2017

PLANNING COMMISSION STATEMENT:

I, STACY SOUZA ELMS, ASSISTANT PLANNER II OF THE CITY OF LOS BANOS, DO HEREBY STATE THAT I HAVE EXAMINED THIS TRACT MAP OF "TRACT 2004-05, THE VILLAGES III, PHASE 1 AT STONECREEK, SINGLE FAMILY RESIDENTIAL", AND THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS THAT SHOWN ON THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION ON THE 13TH DAY OF APRIL, 2005, AND THAT THIS TRACT MAP OF "TRACT 2004-05, THE VILLAGES III, PHASE 1 AT STONECREEK, SINGLE FAMILY RESIDENTIAL", COMPLES WITH ALL REQUIREMENTS OF SAID PLANNING COMMISSION.

DATED THIS _____ DAY OF _____, 2015.

STACY SOUZA ELMS
ASSISTANT PLANNER II
CITY OF LOS BANOS

RIGHT TO FARM STATEMENT

PER MERCED COUNTY ORDINANCE NO. 1213

THE PROPERTY DESCRIBED ON THE HEREON SHOWN MAP IS IN THE VICINITY OF LAND UTILIZED FOR AGRICULTURAL PURPOSES AND RESIDENTS OF THIS PROPERTY MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE USE OF AGRICULTURAL CHEMICALS, INCLUDING BUT NOT LIMITED TO, PESTICIDES AND FERTILIZERS, AND FROM THE PURSUIT OF AGRICULTURAL OPERATIONS INCLUDING, BUT NOT LIMITED TO, PLOWING, SPRAYING, AND BURNING WHICH OCCASIONALLY MAY GENERATE DUST, SMOKE, NOISE, AND ODOR.

THE COUNTY OF MERCED HAS ESTABLISHED AGRICULTURE AS A PRIORITY USE IN AGRICULTURAL ZONES WHICH ARE OUTSIDE OF AN ESTABLISHED SPECIFIC URBAN DEVELOPMENT (SUDP) BOUNDARY, RURAL RESIDENTIAL CENTER (RRC) BOUNDARY, HIGHWAY INTERCHANGE CENTER (HIC) BOUNDARY, OR AGRICULTURAL SERVICE CENTER (ASC) BOUNDARY, AND RESIDENTS OF PROPERTY IN THE VICINITY OF SUCH AGRICULTURAL ZONES SHOULD BE PREPARED TO ACCEPT INCONVENIENCE OR DISCOMFORT FROM NORMAL, NECESSARY AGRICULTURAL OPERATIONS.

EXCEPTIONS AND RESERVATIONS OF RECORD:

PURSUANT TO THE PROVISIONS OF SECTION 86436 (MICHANCI) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

1. MILLER & LUX INCORPORATED (RIGHT OF WAY - 142 D 36)
2. FRED L. & LINDA R. OLIVEIRA (RIGHT TO AVIATE NOTICE - OR 2003-33749)
3. FRED L. & LINDA R. OLIVEIRA (ACCESS AND IRRIGATION - 2004-033568)

SEE SHEET 10

CURVE TABLE			
No	DELTA	RADIUS	LENGTH
1	0°31'12"	1936.00'	51.33'
2	00°09'17"	1026.00'	2.77'
3	03°17'12"	1026.00'	58.85'
4	03°17'12"	1026.00'	58.85'
5	03°17'12"	1026.00'	58.85'
6	01°47'10"	1026.00'	31.99'
7	2°57'29"	1667.00'	635.03'
8	4°15'50"	20.00'	14.40'
9	1°10'21"	60.00'	17.85'
10	61°02'06"	60.00'	53.44'
11	41°24'08"	60.00'	43.36'
12	62°17'31"	60.00'	65.23'
13	02°02'41"	60.00'	2.14'
14	17°49'08"	60.00'	182.02'
15	41°52'09"	20.00'	14.62'
16	80°05'21"	30.00'	47.17'
17	02°29'35"	974.00'	42.38'
18	03°55'38"	974.00'	65.76'
19	03°56'21"	974.00'	66.68'
20	02°03'16"	974.00'	34.92'
21	00°57'56"	1883.00'	31.68'
22	01°58'36"	1883.00'	63.86'
23	26°17'30"	1883.00'	964.06'
24	01°54'52"	1683.00'	56.24'
25	00°26'14"	778.00'	5.92'
26	04°32'00"	778.00'	61.40'
27	04°32'00"	778.00'	61.40'
28	04°32'00"	778.00'	61.40'
29	00°36'58"	778.00'	0.345'
30	21°57'29"	1683.00'	645.00'
31	05°17'52"	1989.00'	105.87'
32	11°55'49"	2035.00'	423.73'
33	01°42'27"	2035.00'	60.69'
34	01°49'09"	2035.00'	64.62'
35	01°49'24"	2035.00'	64.76'
36	01°49'52"	2035.00'	65.04'
37	01°49'43"	2035.00'	64.95'
38	02°45'10"	2035.00'	103.78'
39	20°23'53"	2086.50'	742.82'
40	90°05'21"	56.00'	88.05'
41	01°42'46"	2086.50'	62.37'
42	20°23'53"	2081.00'	740.66'

TRACT No: 2004-05
THE VILLAGES III PHASE 1
AT STONECREEK
SINGLE FAMILY RESIDENTIAL
 BEING A RESUBDIVISION OF THE REMAINDER PARCEL,
 TRACT NO. 2004-05, FILED DECEMBER 27, 2007, IN
 VOLUME 78 OF OFFICIAL PLATS PAGES 5 THRU 10,
 CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

P/A Design Resources, Inc.
 Planning • Engineering • Surveying

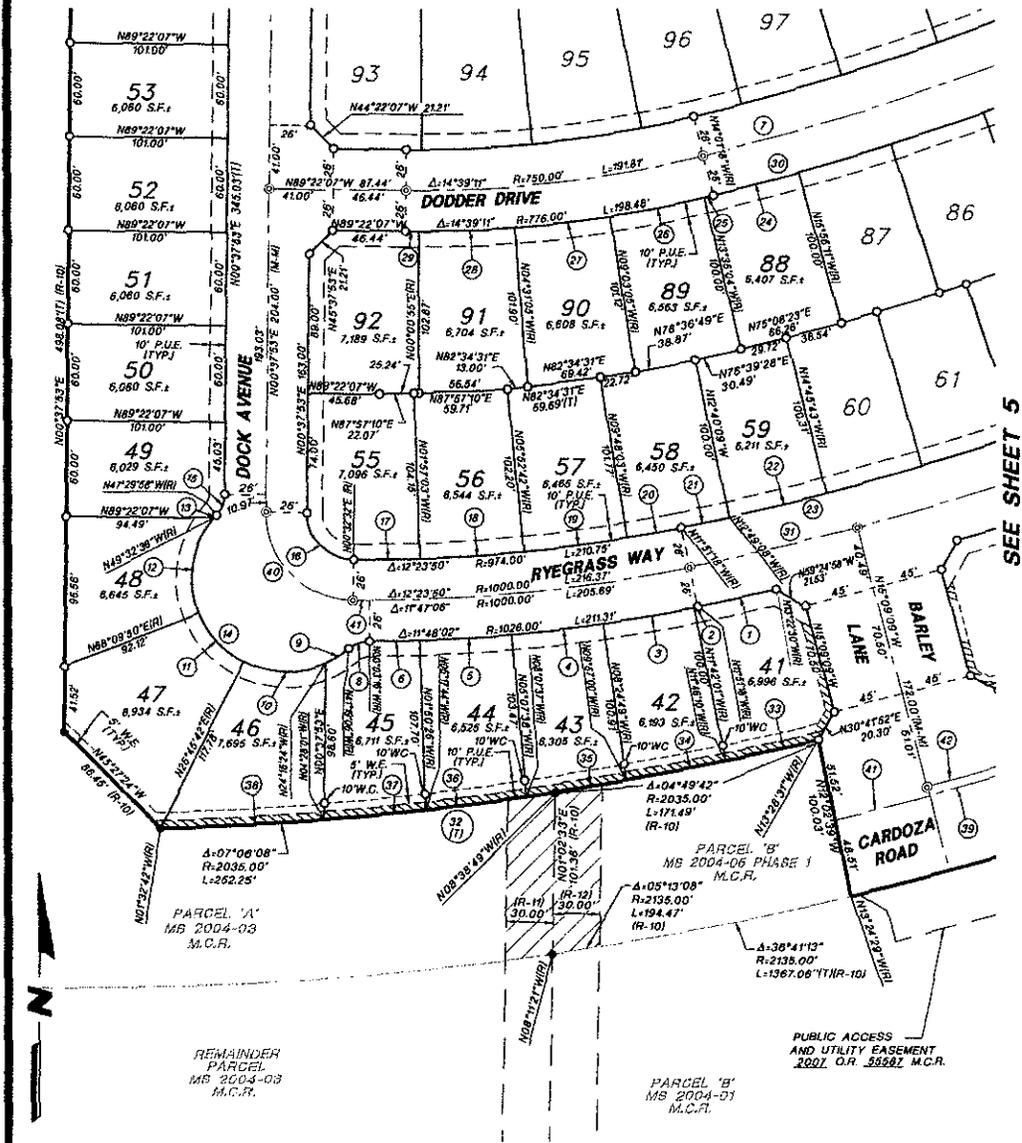
3021 Citrus Circle, Suite 150
 Walnut Creek, California 94598-2630 TEL (925) 210-9300
 OCTOBER, 2015 SCALE 1"=50'

LEGEND

- CENTERLINE
- MONUMENT LINE
- - - EASEMENT LINE
- PROPERTY BOUNDARY
- LOT LINE
- ⊙ SET 2" BRASS DISK IN CONCRETE POST IN MON. WELL, STAMPED R.C.E. 29861
- FOUND 2" DISK IN MONUMENT WELL
- FOUND IRON PIPE AS NOTED
- SET 3/4" X 24" I.P. R.C.E. 29851
- △ FOUND 2" DISK, GPS/GS (AS NOTED), RCE 15310 (R-5)
- 8.75' SET LEAD PLUG TAGGED R.C.E. 29851, FRONT OF LOTS
- 10'WC — SET 3/4" X 24" I.P., TAGGED R.C.E. 29851, AT 10' WITNESS CORNER
- I.P. IRON PIPE
- M.C.R. MERCED COUNTY RECORDS
- O.P. OFFICIAL PLATS
- O.R. OFFICIAL RECORDS
- P.A.E. PRIVATE ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- RB RADIAL BEARING
- RT TOTAL
- M MEASURED
- 5' W.E. 5 FOOT WIDE WALL EASEMENT (DEDICATED BY THIS MAP)
- 7777 RESTRICTED ACCESS

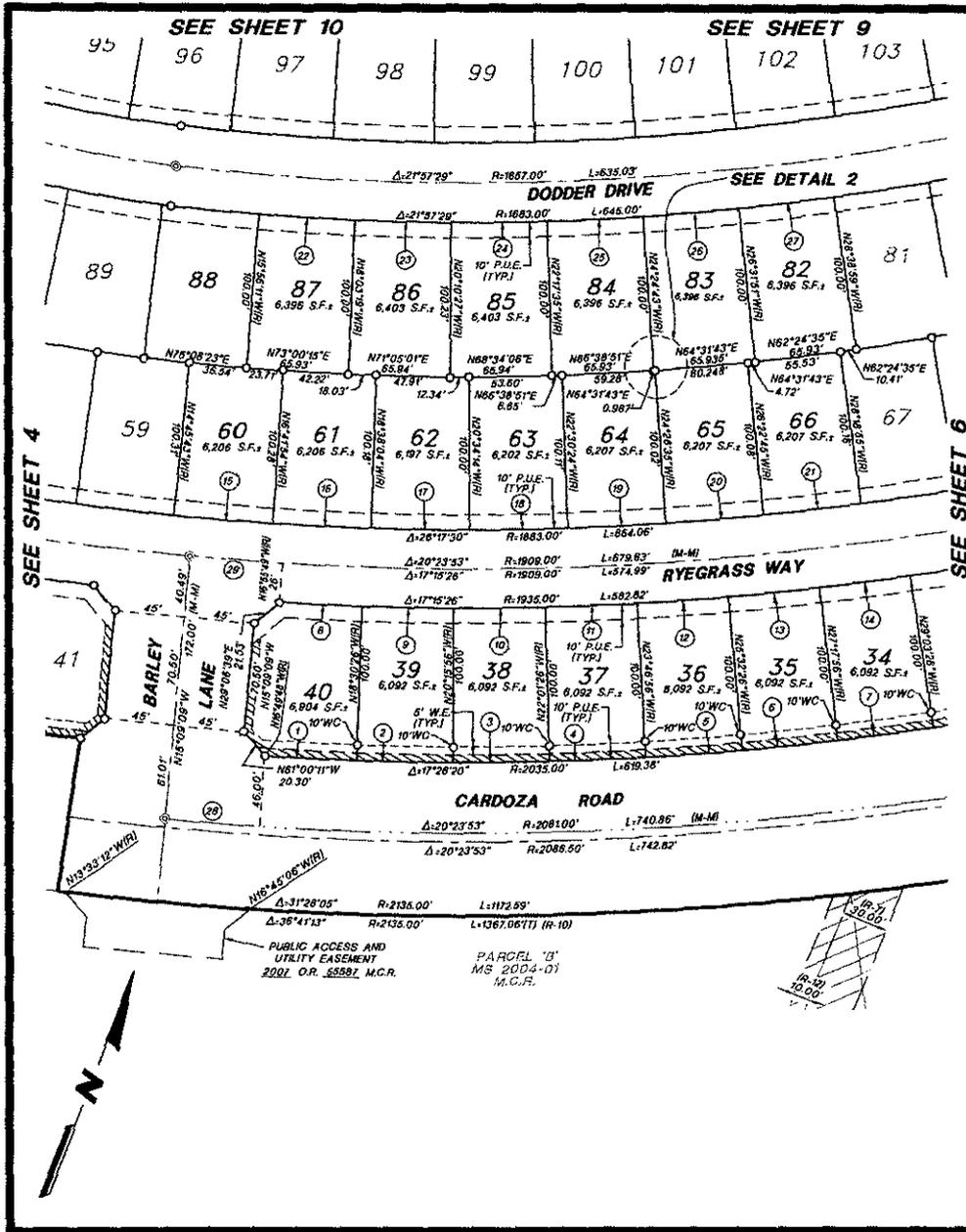
REFERENCES

- (R-1) VOLUME 3 OF SURVEYS, PAGE 20, M.C.R.
- (R-2) VOLUME 28 OF SURVEYS, PAGES 27-29, M.C.R.
- (R-3) BOOK 76 OF PARCEL MAPS, PAGE 19-21, M.C.R.
- (R-4) GRANT DEED, 4452 OR 405, M.C.R.
- (R-5) VOLUME 28 OF SURVEYS, PAGES 3-12, M.C.R.
- (R-6) BOOK 60 OF PARCEL MAPS, PAGES 19-20, M.C.R.
- (R-7) BOOK 93 OF PARCEL MAPS, PAGES 47-48, M.C.R.
- (R-8) BOOK 89 OF PARCEL MAPS, PAGES 9-10, M.C.R.
- (R-9) VOLUME 74 OF OFFICIAL PLATS, PAGES 26-33, M.C.R.
- (R-10) VOLUME 99 OF PARCEL MAPS, PAGES 11-12, M.C.R.
- (R-11) VOLUME 99 OF PARCEL MAPS, PAGES 7-8, M.C.R.
- (R-12) VOLUME 78 OF OFFICIAL PLATS, PAGES 5-10, M.C.R.

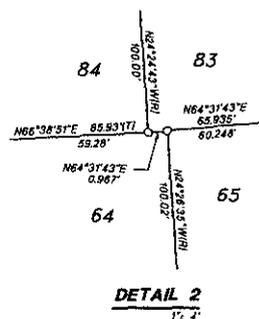


SEE SHEET 5

P:\Drawings\3022-20\1116 10\1116 2015-08\3022-20\1116 11.dwg, 9/30/2015 1:35:38 PM, station h, 1:1, P/A Design Resources, Inc.



No	DELTA	RADIUS	LENGTH
1	01°40'38"	2035.00'	59.51'
2	01°45'30"	2035.00'	62.45'
3	01°45'30"	2035.00'	62.45'
4	01°45'30"	2035.00'	62.45'
5	01°45'30"	2035.00'	62.45'
6	01°45'30"	2035.00'	62.45'
7	01°45'30"	2035.00'	62.45'
8	01°54'37"	535.00'	53.26'
9	01°45'30"	1935.00'	59.38'
10	01°45'30"	1935.00'	59.38'
11	01°45'30"	1935.00'	59.38'
12	01°45'30"	1935.00'	59.38'
13	01°45'30"	1935.00'	59.38'
14	01°45'30"	1935.00'	59.38'
15	01°56'10"	1883.00'	63.63'
16	01°56'10"	1883.00'	63.63'
17	01°56'10"	1883.00'	63.63'
18	01°56'10"	1883.00'	63.63'
19	01°56'10"	1883.00'	63.63'
20	01°56'10"	1883.00'	63.63'
21	01°56'10"	1883.00'	63.63'
22	02°07'08"	1593.00'	62.24'
23	02°07'08"	1593.00'	62.24'
24	02°07'08"	1593.00'	62.24'
25	02°07'08"	1593.00'	62.24'
26	02°07'08"	1593.00'	62.24'
27	02°07'08"	1593.00'	62.24'
28	01°46'39"	2081.00'	60.92'
29	01°46'40"	1909.00'	59.23'



**TRACT No: 2004-05
THE VILLAGES III PHASE 1
AT STONECREEK
SINGLE FAMILY RESIDENTIAL**

BEING A RESUBDIVISION OF THE REMAINDER PARCEL,
TRACT NO. 2004-05, FILED DECEMBER 27, 2007, IN
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P/A Design Resources, Inc.
Planning • Engineering • Surveying

3021 Citrus Circle, Suite 150
Walnut Creek, California 94598-2635 TEL (925) 210-9300
OCTOBER, 2015 SCALE: 1"=50'

LEGEND

- CENTERLINE
- MONUMENT LINE
- EASEMENT LINE
- PROPERTY BOUNDARY
- LOT LINE
- ⊙ SET 2" BRASS DISK IN CONCRETE POST IN MON WEL, STAMPED R.C.E. 29851
- ⊙ FOUND 2" DISK IN MONUMENT WELL
- FOUND IRON PIPE AS NOTED
- ⊙ SET 3/4" X 24" LP. R.C.E. 29851
- ⊙ FOUND 2" DISK, GPS/SIG (AS NOTED), RCE 15310 (R-51)
- ⊕ SET LEAD PLUG TAGGED R.C.E. 29851, FRONT OF LOTS
- ⊕ SET 3/4"x24" LP., TAGGED R.C.E. 29851, AT 10' WITNESS CORNER
- LP. IRON PIPE
- M.C.R. MERCED COUNTY RECORDS
- O.P. OFFICIAL PLATS
- O.R. OFFICIAL RECORDS
- P.A.E. PRIVATE ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (M) MEASURED
- S' W.E. 5 FOOT WIDE WALL EASEMENT (DEDICATED BY THIS MAP)
- 7777 RESTRICTED ACCESS

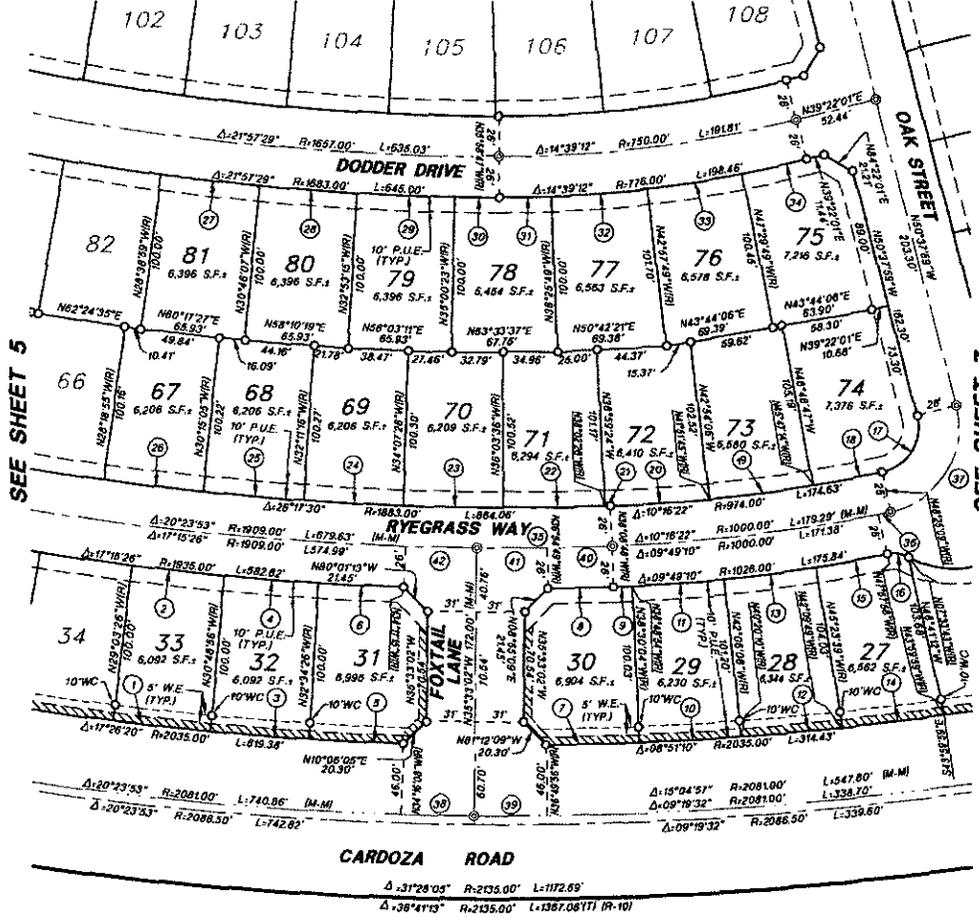
REFERENCES

- (R-3) VOLUME 3 OF SURVEYS, PAGE 20, M.C.R.
- (R-2) VOLUME 38 OF SURVEYS, PAGES 27-29, M.C.R.
- (R-3) BOOK 76 OF PARCEL MAPS, PAGE 19-21, M.C.R.
- (R-4) GRANT DEED, 4452 OR 405, M.C.R.
- (R-5) VOLUME 28 OF SURVEYS, PAGES 9-12, M.C.R.
- (R-6) BOOK 60 OF PARCEL MAPS, PAGES 19-20, M.C.R.
- (R-7) BOOK 93 OF PARCEL MAPS, PAGES 47-48, M.C.R.
- (R-9) BOOK 39 OF PARCEL MAPS, PAGES 9-10, M.C.R.
- (R-10) VOLUME 74 OF OFFICIAL PLATS, PAGES 25-33, M.C.R.
- (R-11) VOLUME 89 OF PARCEL MAPS, PAGES 1-12, M.C.R.
- (R-12) VOLUME 89 OF PARCEL MAPS, PAGES 7-8, M.C.R.
- (R-13) VOLUME 78 OF OFFICIAL PLATS, PAGES 5-10, M.C.R.

P:\Drawings\2023-20-VII DA (TYM) 2015-06\2023-20PH-TI P1.dwg, 9/29/2015 1:36:58 PM, Station 1, 11, P/A Design Resources, Inc.

SEE SHEET 9

SEE SHEET 8



CARDOZA ROAD

PARCEL 'B'
MS 2004-08
98 PM PAGES 17-19
M.C.R.

CURVE TABLE			
No	DELTA	RADIUS	LENGTH
1	01°45'30"	2035.00'	62.45'
2	01°45'30"	1935.00'	58.38'
3	01°45'30"	2035.00'	62.45'
4	01°45'30"	1935.00'	58.38'
5	01°41'42"	2036.00'	60.20'
6	01°36'48"	1936.00'	64.50'
7	01°40'07"	2035.00'	59.27'
8	01°13'59"	1935.00'	41.64'
9	00°40'06"	1026.00'	11.97'
10	01°50'08"	2035.00'	65.16'
11	03°17'11"	1026.00'	58.85'
12	01°49'39"	2036.00'	64.91'
13	03°17'33"	1026.00'	58.96'
14	01°50'10"	2036.00'	65.22'
15	02°34'16"	1026.00'	46.06'
16	00°24'15"	20.00'	4.10'
17	92°14'50"	30.00'	48.28'
18	02°37'56"	974.00'	44.74'
19	03°55'28"	974.00'	56.72'
20	03°42'58"	974.00'	63.17'
21	00°06'19"	1863.00'	3.46'
22	01°58'52"	1863.00'	55.11'
23	01°56'10"	1863.00'	63.63'
24	01°58'10"	1863.00'	63.63'
25	01°56'10"	1863.00'	63.63'
26	01°56'10"	1863.00'	63.63'
27	02°01'08"	1863.00'	62.24'
28	02°01'08"	1863.00'	62.24'
29	02°01'08"	1863.00'	62.24'
30	00°58'25"	1863.00'	26.60'
31	02°37'02"	776.00'	33.39'
32	04°32'00"	776.00'	61.40'
33	04°32'00"	776.00'	61.40'
34	03°08'10"	776.00'	42.47'
35	02°35'46"	1909.00'	68.49'
36	00°27'11"	1000.00'	7.81'
37	92°15'50"	58.00'	90.13'
38	01°16'54"	2081.00'	46.55'
39	01°16'54"	2081.00'	46.55'
40	01°13'58"	1909.00'	41.08'
41	01°21'47"	1909.00'	45.41'
42	01°21'47"	1909.00'	45.41'

**TRACT No: 2004-05
THE VILLAGES III PHASE 1
AT STONECREEK
SINGLE FAMILY RESIDENTIAL**

BEING A RESUBDIVISION OF THE REMAINDER PARCEL,
TRACT NO. 2004-06, FILED DECEMBER 27, 2007, IN
VOLUME 78 OF OFFICIAL PLATS PAGES 5 THRU 10.
CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

P/A Design Resources, Inc.
Planning • Engineering • Surveying

3021 Citrus Circle, Suite 150
Wabun Creek, California 94598-2635 TEL (925) 210-9300
OCTOBER, 2015 SCALE: 1"=80'

LEGEND

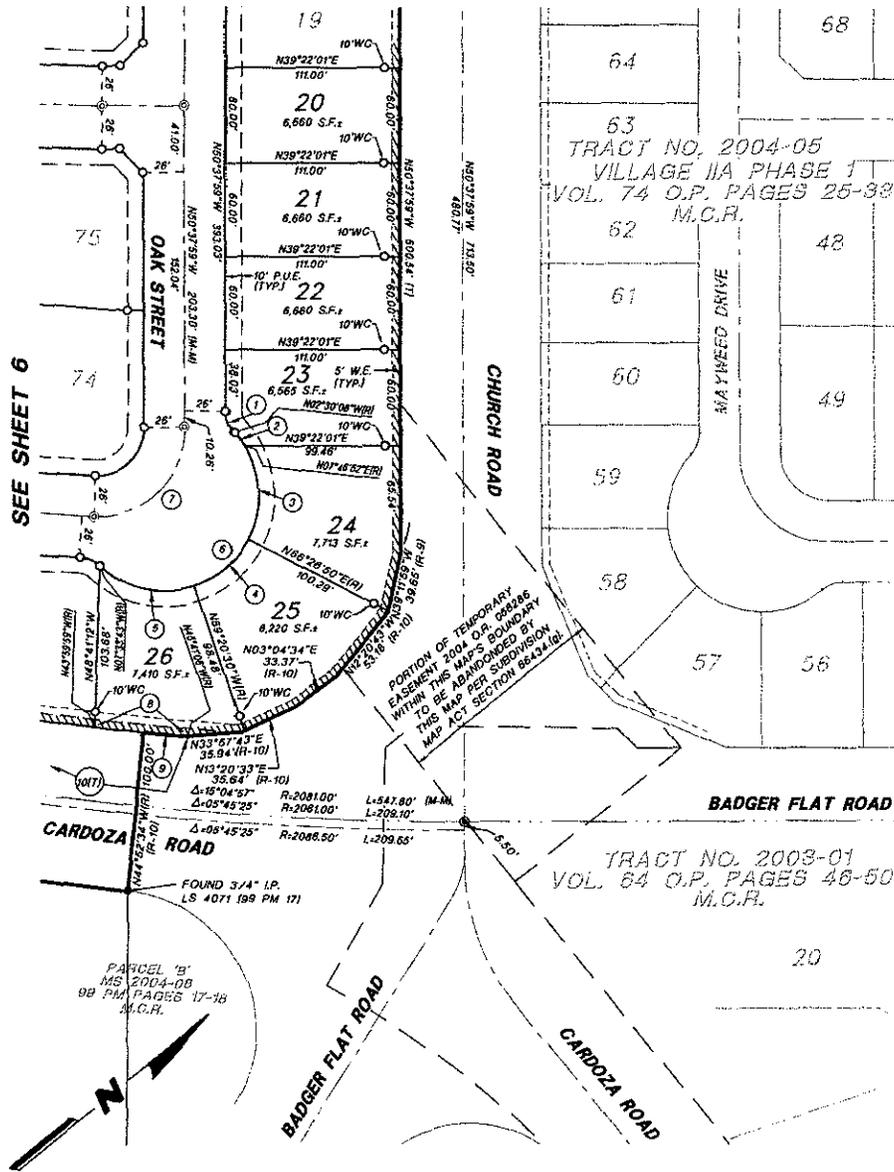
- CENTERLINE
- MONUMENT LINE
- EASEMENT LINE
- PROPERTY BOUNDARY
- LOT LINE
- ⊙ SET 2" BRASS DISK IN CONCRETE POST IN MON. WELL, STAMPED R.C.E. 29851
- ⊙ FOUND 2" DISK IN MONUMENT WELL
- FOUND IRON PIPE AS NOTED
- SET 3/4" X 24" LP. R.C.E. 29851
- ⊙ FOUND 2" DISK, QPS/QS (AS NOTED), RCE 15310 (R-6)
- ⊙ SET LEAD PLUG TAGGED R.C.E. 29861, FRONT OF LOTS
- 10' WD 7777 SET 3/4" X 24" LP., TAGGED R.C.E. 29851, AT 10' WITNESS CORNER
- IP IRON PIPE
- M.C.R. MERCED COUNTY RECORDS
- O.P. OFFICIAL PLATS
- O.R. OFFICIAL RECORDS
- P.A.E. PRIVATE ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (M) MEASURED
- 5' W.E. 5 FOOT WIDE WALL EASEMENT (DEDICATED BY THIS MAP)
- 7777 RESTRICTED ACCESS

REFERENCES

- IR-1 VOLUME 3 OF SURVEYS, PAGE 20, M.C.R.
- IR-2 VOLUME 28 OF SURVEYS, PAGES 21-29, M.C.R.
- IR-3 BOOK 76 OF PARCEL MAPS, PAGE 19-21, M.C.R.
- IR-4 GRANT DEED, 4452 OR 405, M.C.R.
- IR-5 VOLUME 28 OF SURVEYS, PAGES 9-12, M.C.R.
- IR-6 BOOK 80 OF PARCEL MAPS, PAGES 19-20, M.C.R.
- IR-7 BOOK 93 OF PARCEL MAPS, PAGES 47-48, M.C.R.
- IR-8 BOOK 99 OF PARCEL MAPS, PAGES 8-10, M.C.R.
- IR-10 VOLUME 74 OF OFFICIAL PLATS, PAGES 29-33, M.C.R.
- IR-11 VOLUME 69 OF PARCEL MAPS, PAGES 11-12, M.C.R.
- IR-12 VOLUME 99 OF PARCEL MAPS, PAGES 7-8, M.C.R.
- IR-13 VOLUME 78 OF OFFICIAL PLATS, PAGES 5-10, M.C.R.

P:\Drawings\2022\20-Vill III\2015-06-03\2015-03-20\PM-01 P1.dwg, 10/22/2015 10:12:30 AM, Station 1, P/A Design Resources, Inc.

SEE SHEET 8



CURVE TABLE			
No	DELTA	RADIUS	LENGTH
1	41°52'09"	20.00'	14.82'
2	10°17'01"	80.00'	10.77'
3	58°39'58"	80.00'	61.43'
4	44°12'40"	50.00'	46.30'
5	61°46'47"	30.00'	54.70'
6	174°56'25"	50.00'	183.20'
7	92°22'80"	55.00'	90.13'
8	0°47'07"	2035.00'	59.85'
9	0°48'32"	2035.00'	28.73'
10(17)	02°51'10"	2035.00'	314.43'

TRACT No: 2004-05
THE VILLAGES III PHASE 1
AT STONECREEK
SINGLE FAMILY RESIDENTIAL
BEING A RESUBDIVISION OF THE REMAINDER PARCEL,
TRACT NO. 2004-05, FILED DECEMBER 27, 2007, IN
VOLUME 78 OF OFFICIAL PLATS PAGES 5 THRU 10.
CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

PA Design Resources, Inc.
Planning ■ Engineering ■ Surveying

3021 Citrus Circle, Suite 150
Walnut Creek, California 94598-2635 TEL (925) 210-9300
OCTOBER, 2015 SCALE: 1"=50'

LEGEND

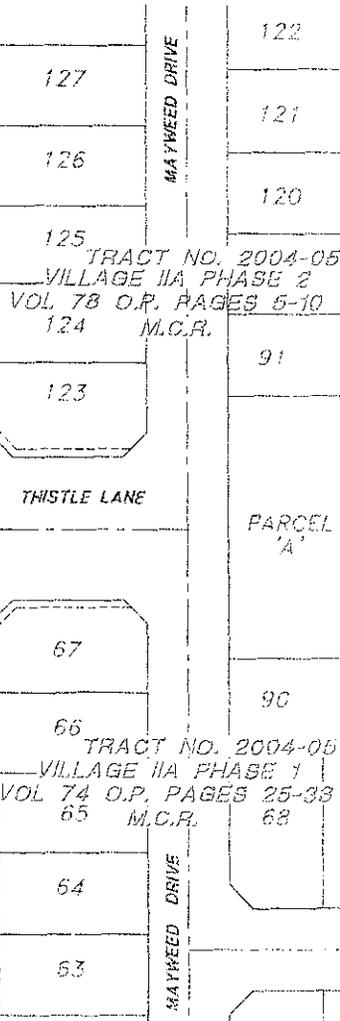
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- ⊕ SET LEAD PLUG TAGGED R.C.E. 29851, FRONT OF LOTS
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- 5' W.E. 5 FOOT WIDE WALL EASEMENT (INDICATED BY THIS MAP)
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REFERENCES

- (R-1) VOLUME 3 OF SURVEYS, PAGE 20, M.C.R.
- (R-2) VOLUME 26 OF SURVEYS, PAGES 27-29, M.C.R.
- (R-3) BOOK 76 OF PARCEL MAPS, PAGE 19-21, M.C.R.
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- (R-13) VOLUME 78 OF OFFICIAL PLATS, PAGES 5-10, M.C.R.

REMAINDER PARCEL
TRACT NO. 2004-05
VOL 78 O.P. PAGES 5-10
M.C.R.

REMAINDER PARCEL
17.62± AC.



TRACT No: 2004-05
THE VILLAGES III PHASE 1
AT STONECREEK
SINGLE FAMILY RESIDENTIAL
BEING A RESUBDIVISION OF THE REMAINDER PARCEL,
TRACT NO. 2004-05, FILED DECEMBER 27, 2007, IN
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CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

PA Design Resources, Inc.
Planning • Engineering • Surveying

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Wahut Creek, California 94598-2636 TEL (925) 210-9300
OCTOBER, 2015 SCALE: 1"=50'

- LEGEND**
- CENTERLINE
 - MONUMENT LINE
 - - - EASEMENT LINE
 - PROPERTY BOUNDARY
 - LOT LINE
 - ⊙ SET 2" BRASS DISK IN CONCRETE POST IN MON. WELL, STAMPED R.C.E. 29851
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 - (R-10) VOLUME 99 OF PARCEL MAPS, PAGES 11-12, M.C.R.
 - (R-11) VOLUME 98 OF PARCEL MAPS, PAGES 7-8, M.C.R.
 - (R-12) VOLUME 78 OF OFFICIAL PLATS, PAGES 5-10, M.C.R.

SEE SHEET 9
SEE SHEET 6
SEE SHEET 7

N

P:\Drawings\20023-20-VII to VIII\2015-06\2023-20P4-P1 P1.dwg, 9/23/2015 9:05:22 AM, afdon r, 11, P/A Design Resources, Inc.

**TRACT No: 2004-05
THE VILLAGES III PHASE 1
AT STONECREEK
SINGLE FAMILY RESIDENTIAL**

BEING A RESUBDIVISION OF THE REMAINDER PARCEL,
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CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

REMAINDER PARCEL
TRACT NO. 2004-05
VOL. 78 O.P. PAGES 4-10
M.C.R.

REMAINDER PARCEL
17.62± AC.

CURVE TABLE			
No	DELTA	RADIUS	LENGTH
1	02°17'31"	1631.00'	65.24'
2	02°17'31"	1631.00'	65.24'
3	02°17'31"	1631.00'	65.24'
4	02°17'31"	1631.00'	65.24'
5	02°17'31"	1631.00'	65.24'
6	02°17'31"	1631.00'	65.24'
7	02°23'33"	1631.00'	68.10'
8	00°04'03"	1631.00'	1.94'
9	05°19'01"	724.00'	87.19'
10	05°28'43"	724.00'	89.23'

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OCTOBER, 2015 SCALE: 1"=50'

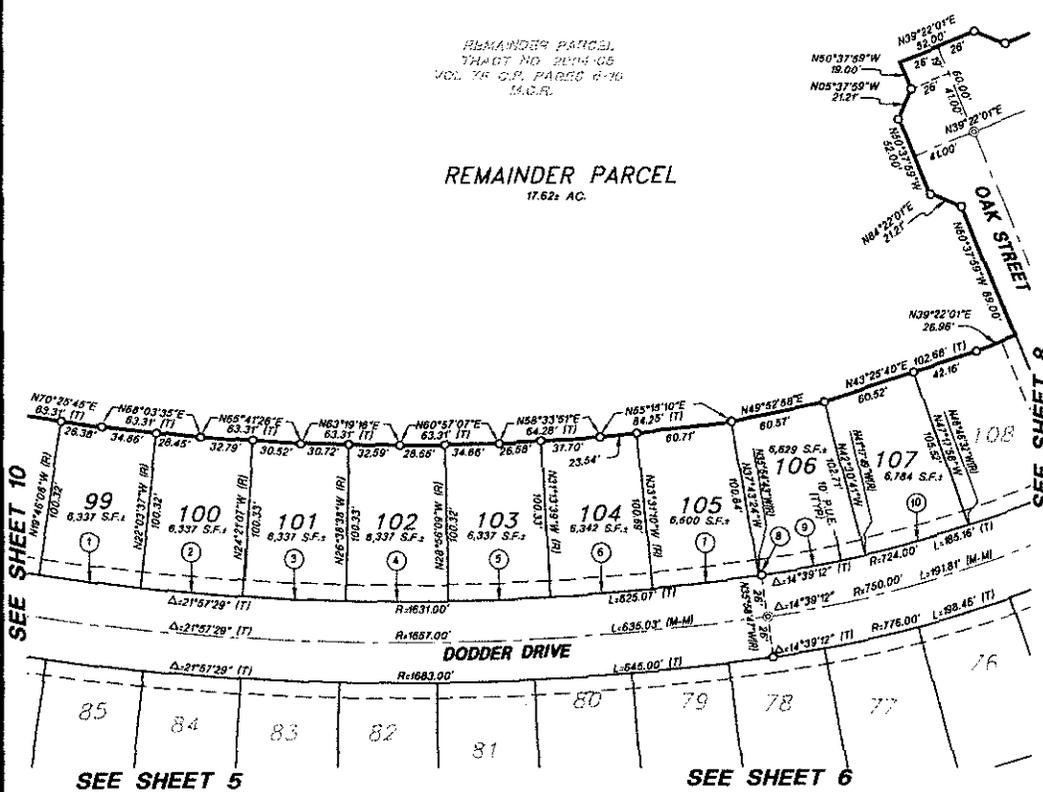
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- (R-7) BOOK 93 OF PARCEL MAPS, PAGES 47-48, M.C.R.
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- (R-9) VOLUME 74 OF OFFICIAL PLATS, PAGES 25-33, M.C.R.
- (R-10) VOLUME 99 OF PARCEL MAPS, PAGES 11-12, M.C.R.
- (R-11) VOLUME 98 OF PARCEL MAPS, PAGES 7-8, M.C.R.
- (R-12) VOLUME 76 OF OFFICIAL PLATS, PAGES 5-10, M.C.R.
- (R-13)

VOL. _____ PAGE _____ SHEET 9 OF 10



**TRACT No: 2004-05
THE VILLAGES III PHASE 1
AT STONECREEK
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**BEING A RESUBDIVISION OF THE REMAINDER PARCEL,
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REMAINDER PARCEL
TRACT NO. 2004-05
VOL. 78 OF OFFICIAL PLATS PAGES 5-10
M.C.R.
REMAINDER PARCEL
17.62± AC.

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Planning • Engineering • Surveying

3021 Citrus Circle, Suite 160
Walnut Creek, California 94598-2635 TEL (925) 210-9300
OCTOBER, 2015 SCALE: 1"=50'

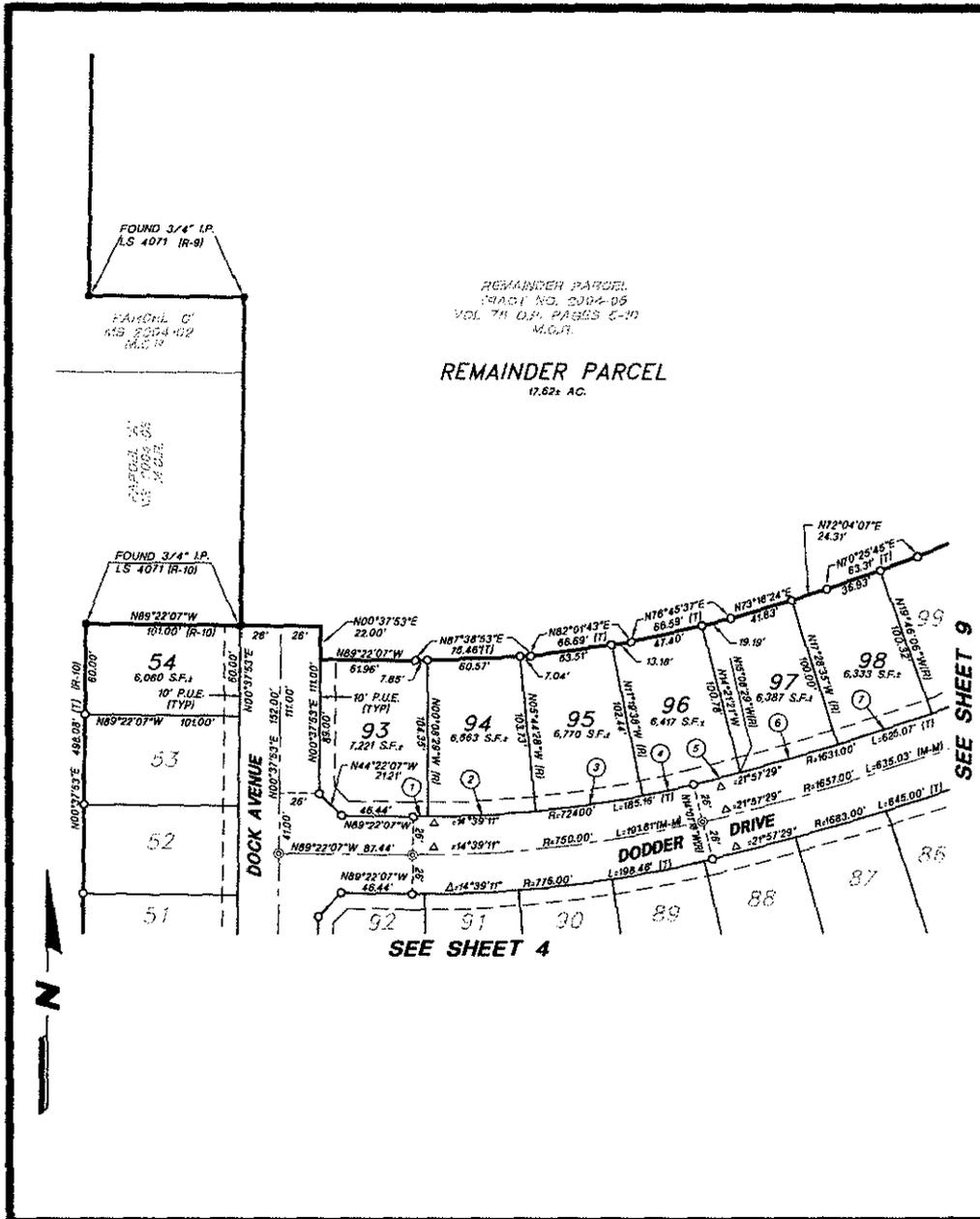
CURVE TABLE			
No	DELTA	RADIUS	LENGTH
1	00°46'22"	724.00'	8.77'
2	05°35'39"	724.00'	70.76'
3	05°35'39"	724.00'	70.59'
4	02°41'40"	724.00'	34.05'
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- 7/77 RESTRICTED ACCESS

REFERENCES

- (R-1) VOLUME 3 OF SURVEYS, PAGE 20, M.C.R.
- (R-2) VOLUME 29 OF SURVEYS, PAGES 27-29, M.C.R.
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- (R-13) VOLUME 78 OF OFFICIAL PLATS, PAGES 5-10, M.C.R.



P:\Drawings\3073-20-16-16 RTH\15-0610023-2004-R11 P1.dwg, 9/23/2015 9:55:28 AM, station 1, 1:1, P/A Design Resources, Inc.

 **Fidelity National Title Company**

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Fidelity National Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a California corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

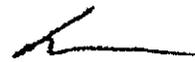
Fidelity National Title Insurance Company

By:



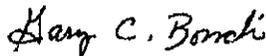
President

Attest:



Secretary

Countersigned By:



Authorized Officer or Agent



Visit Us on our Website: www.fnf.com



ISSUING OFFICE: 2540 W. Shaw Lane, Suite 112, Fresno, CA 93711

FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company
155 West El Portal Drive, Suite B • Merced, CA 95340
(209)722-3911 • FAX (209)722-7812

**Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Christine Upton
Title No.: FFOM-3011500207-B-CU

Escrow Officer: Judy Caplan
E-Mail: jcaplan@fnf.com
Escrow No.: FFOM-3011500207-B -JC

TO: Gouveia Engineering, Inc.
456 6th Street
Gustine, CA 95322
Attn: Ryan Schiess

PROPERTY ADDRESS(ES): "The Villages III Phase 2 at Stonecreek", Los Banos, CA

EFFECTIVE DATE: October 19, 2015 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Los Banos 270 Investors L.P., a California Limited Partnership

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 430-010-039, 430-060-006 and 430-060-007

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS BANOS, COUNTY OF MERCED, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

The Remainder Parcel of "TRACT NO. 2004-05 THE VILLAGES III PHASE 1 AT STONECREEK SINGLE FAMILY RESIDENTIAL", in the City of Los Banos, County of Merced, State of California according to the map thereof recorded _____, In Volume ____ Pages _____ of Official Plats, in the office of the County Recorder of said County.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 004-072
 Tax Identification No.: 430-010-039
 Fiscal Year: 2015-2016
 1st Installment: \$2,542.90 Unpaid
 2nd Installment: \$2,542.90 Unpaid
 Exemption: \$0.00
 Land: \$50,000.00
 Improvements: \$0.00
 Personal Property: \$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 004-074
 Tax Identification No.: 430-060-006
 Fiscal Year: 2015-2016
 1st Installment: \$1,458.31 Unpaid
 2nd Installment: \$1,458.31 Unpaid
 Exemption: \$0.00
 Land: \$257,766.00
 Improvements: \$0.00
 Personal Property: \$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 004-072
 Tax Identification No.: 430-060-007
 Fiscal Year: 2015-2016
 1st Installment: \$4,663.88 Unpaid
 2nd Installment: \$4,663.88 Unpaid
 Exemption: \$0.00
 Land: \$825,927.00
 Improvements: \$0.00
 Personal Property: \$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

EXCEPTIONS
(continued)

4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

5. Taxes and assessments levied by the Central California Irrigation District.

Amounts are unavailable at this time. A report has been ordered and the Company reserves the right to add additional items or make further requirements after review of the requested report.

6. Taxes and assessments levied by the Los Banos School Bond, Merced College #2 LB.

7. Rights of the public to any portion of the Land lying within the area commonly known as

Stonecreek Boulevard aka Prairie Sprinds Drive;
Church Road;
Thistle Lane;
Cardoza Road;
Badger Flat Road; and
other unnamed paved roads running through said "Remainder Parcel"

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Miller & Lux Incorporated
Purpose: Right of way for existing ditches and all other ditches which may be necessary to construct in order to furnish water to other lands, together with the right to enter at all times for the purpose of constructing, maintaining and operating said ditches
Recording Date: March 7, 1919 in Book 142 of Deeds, page 36

Affects: said land

9. Matters contained in that certain document

Entitled: RIGHT-TO-AVIATE NOTICE
Dated: May 29, 2003
Executed by:
Owners: Fred L. & Linda R. Oliveira; and
County: Merced County Planning and Community Development Department
Recording Date: May 30, 2003
Recording No.: 2003-033749, of Official Records

Reference is hereby made to said document for full particulars.

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EXCEPTIONS
(continued)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Fred L. Oliveira and Linda R. Oliveira,
Co-Trustees of the Fred L. Oliveira and Linda R. Oliveira Trust
dated July 23, 1988
Purpose: access and irrigation
Recording Date: June 1, 2004
Recording No.: 2004-035366, of Official Records
Affects: 30 foot wide strips of land,
as more particularly described therein,
and as shown on said map

11. Matters contained in that certain document

Entitled: PRE-ANNEXATION DEVELOPMENT AGREEMENT AND
LANDOWNER CONSENTS RELATIVE TO
THE DEVELOPMENT KNOWN AS THE STONECREEK ANNEXATION
Dated: July 12, 2004
Executed by:
Developer: ANDERSON HOMES, a California corporation; and
City: CITY OF LOS BANOS, a municipal corporation
Recording Date: July 19, 2004
Recording No.: 2004-046781, of Official Records

Reference is hereby made to said document for full particulars.

12. Matters contained in that certain document

Entitled: DEVELOPMENT AGREEMENT
"Villages at Stonecreek II & III
Dated: June 15, 2005
Executed by:
Developer: Larry W. Anderson, Georgeann M. Anderson, and
ANDERSON HOMES, a California corporation
City: CITY OF LOS BANOS, a municipal corporation
Recording Date: June 28, 2005
Recording No.: 2005-048707, of Official Records

Reference is hereby made to said document for full particulars.

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

EXCEPTIONS
(continued)

Matters contained in that certain document

Entitled: Assignment and Assumption Agreement (Development Agreement-Los Banos)
Dated: _____, 2015
Executed by: Los Banos 270 Investors, L.P. a California limited partnership and Trevino Pioneer, LLC, a California limited liability company
Recording Date: _____, 2015
Recording No.: _____, of Official Records

Reference is hereby made to said document for full particulars.

13. Matters contained in that certain document:

Entitled: MEMORANDUM OF AGREEMENT
(SCHOOL IMPACT MITIGATION AGREEMENT)
Dated: April 27, 2005
Executed by: LOS BANOS UNIFIED SCHOOL DISTRICT; and
ANDERSON HOMES, a California Corporation
Recording Date: May 6, 2008
Recording No.: 2008-023938, of Official Records

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: Assignment and Assumption Agreement (School Impact Mitigation Agreement-Los Banos)
Dated: _____, 2015
Executed by: Los Banos 270 Investors, L.P. a California limited partnership and Trevino Pioneer, LLC, a California limited liability company
Recording Date: _____, 2015
Recording No.: _____, of Official Records

Reference is hereby made to said document for full particulars.

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on

Map/Plat: TRACT NO. 2004-05
THE VILLAGES III PHASE 2
AT STONECREEK
SINGLE FAMILY RESIDENTIAL
Recording Date: _____
Recording No.: in Volume ____, Pages ____ of Official Plats
Purpose: Public Utility Easements, and 5 foot wall Easemtents,
as more particularly described thereon
Affects: as more particularly shown on said Map

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

EXCEPTIONS
(continued)

- 15. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by said map/plat.

Affects: Portions of said Lot's as shown on the map

- 16. Recitals as shown on that certain map/plat

Recording Date: _____
Recording No.: in Volume ____, Pages _____ of Official Plats

Which among other things includes: Right to Farm Statement

Reference is hereby made to said document for full particulars.

- 17. Matters contained in that certain document

Entitled: FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
"Villages at Stonecreek II & III
Dated: April 1, 2015
Executed by:
Developer: Los Banos 270 Investors LP, a California Limited Partnership
City: CITY OF LOS BANOS, a municipal corporation
Recording Date: May 7, 2015
Recording No.: 2015-015060, of Official Records

Reference is hereby made to said document for full particulars.

- 18. Matters contained in that certain document

Entitled: Subdivision Improvement Agreement
Dated: _____, 2015
Executed by: Los Banos 270 Investors LP, a California Limited Partnership and the City of Los Banos, a municipal corporation
Recording Date: _____, 2015
Recording No.: _____

Reference is hereby made to said document for full particulars.

- 19. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

EXCEPTIONS
(continued)

20. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below.

Name: LOS BANOS 270 INVESTORS L.P., a California limited partnership

- a. Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

21. Information in the possession of the Company indicates that a division of land has occurred or is contemplated in the current transaction involving the Land described in this report. Such contemplated division of land appears to fall within the guidelines necessitating approval by the City, County or other applicable government agency. As a prerequisite to the issuance of any title insurance under this application, at least one of the following requirements must be accomplished to the Company's satisfaction:

A Final Map has been recorded in compliance with City of Los Banos related ordinances/requirements.

Evidence of compliance or waiver from the City of Los Banos

Other evidence, satisfactory to the Company, indicating compliance or non-violation must be furnished.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

22. Any claim based on the failure to comply with the provisions of Governmental Laws and Regulations regarding the division of land.

23. The Company will require, for its review, an insurable legal description for the Land the subject of this transaction. If a survey is being furnished, the survey must be prepared by a licensed State of California registered land surveyor.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

24. If a work of improvement is contemplated, no work is to be commenced or materials delivered to the Land the subject of this transaction prior to the recordation of the loan documents. If work is commenced or materials delivered, the Company reserves the right to add additional items or make further requirements and the closing may be delayed.

END OF EXCEPTIONS

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

NOTES

- Note 1.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 2.** Note: The charge for a policy of title insurance, when issued through this application for title insurance, will be based on the Short Term Rate.
- Note 3.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 4.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 5.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

END OF NOTES

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015**

Order No.: FFOM-3011500207-B--JC

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number, time and date of a page view, and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**ATTACHMENT ONE
(CONTINUED)**

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A
 - or
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

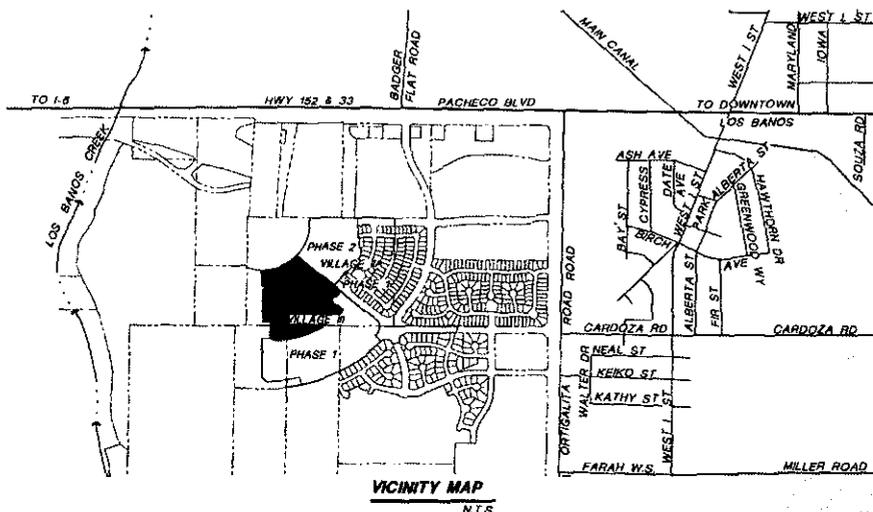
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

**TRACT No: 2004-05
THE VILLAGES III PHASE 2
AT STONECREEK
SINGLE FAMILY RESIDENTIAL**

BEING A RESUBDIVISION OF THE REMAINDER PARCEL
OF THE VILLAGES III PHASE 1, TRACT NO. 2004-05,
FILED _____ IN VOLUME _____
OF OFFICIAL PLATS, PAGES _____ THRU _____
CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

PA Design Resources, Inc.
Planning • Engineering • Surveying

3021 Citrus Circle, Suite 150
Walnut Creek, California 94598-2635 TEL (925) 210-9300
OCTOBER, 2015



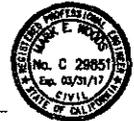
VICINITY MAP
N.T.S.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LOS BANOS 270 INVESTORS LP, A CALIFORNIA LIMITED PARTNERSHIP, IN MARCH 2015. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE JULY, 2017, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 22nd DAY OF October, 2015.

Mark E. Woods
MARK E. WOODS, R.C.E. 29851
LICENSE EXPIRATION DATE: MARCH 31, 2017



PLANNING COMMISSION STATEMENT:

I, STACY SOUZA ELMS, ASSISTANT PLANNER II OF THE CITY OF LOS BANOS, DO HEREBY STATE THAT I HAVE EXAMINED THIS TRACT MAP OF "TRACT 2004-05, THE VILLAGES III, PHASE 1 AT STONECREEK, SINGLE FAMILY RESIDENTIAL", AND THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS THAT SHOWN ON THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION ON THE 15TH DAY OF APRIL, 2008, AND THAT THIS TRACT MAP OF "TRACT 2004-05, THE VILLAGES III, PHASE 1 AT STONECREEK, SINGLE FAMILY RESIDENTIAL", COMPLIES WITH ALL REQUIREMENTS OF SAID PLANNING COMMISSION.

DATED THIS _____ DAY OF _____, 2015.

STACY SOUZA ELMS
ASSISTANT PLANNER II
CITY OF LOS BANOS

VOL. _____ PAGE _____ SHEET 2 OF 8

RIGHT TO FARM STATEMENT

PER MERCED COUNTY ORDINANCE NO. 1213

THE PROPERTY DESCRIBED ON THE HEREON SHOWN MAP IS IN THE VICINITY OF LAND UTILIZED FOR AGRICULTURAL PURPOSES AND RESIDENTS OF THIS PROPERTY MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE USE OF AGRICULTURAL CHEMICALS, INCLUDING BUT NOT LIMITED TO, PESTICIDES AND FERTILIZERS, AND FROM THE PURSUIT OF AGRICULTURAL OPERATIONS INCLUDING, BUT NOT LIMITED TO, FLOWING, SPRAYING, AND BURNING WHICH OCCASIONALLY MAY GENERATE DUST, SMOKE, NOISE, AND ODOR.

THE COUNTY OF MERCED HAS ESTABLISHED AGRICULTURE AS A PRIORITY USE IN AGRICULTURAL ZONES WHICH ARE OUTSIDE OF AN ESTABLISHED SPECIFIC URBAN DEVELOPMENT (SUDP) BOUNDARY, RURAL RESIDENTIAL CENTER (RRC) BOUNDARY, HIGHWAY INTERCHANGE CENTER (HIC) BOUNDARY, OR AGRICULTURAL SERVICE CENTER (ASC) BOUNDARY, AND RESIDENTS OF PROPERTY IN THE VICINITY OF SUCH AGRICULTURAL ZONES SHOULD BE PREPARED TO ACCEPT INCONVENIENCE OR DISCOMFORT FROM NORMAL, NECESSARY AGRICULTURAL OPERATIONS.

EXCEPTIONS AND RESERVATIONS OF RECORD:

PURSUANT TO THE PROVISIONS OF SECTION 60436 (603131A)(C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

1. MILLER & LUX INCORPORATED (RIGHT OF WAY - 142 D 38)
2. FRED L. & LINDA R. OLIVEIRA (RIGHT TO AVIATE NOTICE - OR 2003-33749)
3. FRED L. & LINDA R. OLIVEIRA (ACCESS AND IRRIGATION - 2004-038366)

SEE SHEET 6

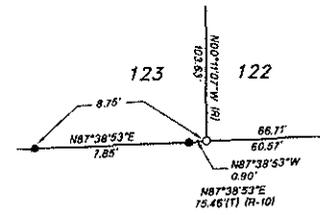
**TRACT No: 2004-05
THE VILLAGES III PHASE 2
AT STONECREEK
SINGLE FAMILY RESIDENTIAL**

**BEGING A RESUBDIVISION OF THE REMAINDER PARCEL
OF THE VILLAGES III PHASE 1, TRACT NO. 2004-05,
FILED _____, IN VOLUME _____
OF OFFICIAL PLATS, PAGES _____ THRU _____
CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA**

CURVE TABLE			
No	DELTA	RADIUS	LENGTH
1	57°03'19"	80.00'	44.45'
2	57°03'19"	20.00'	17.82'
3	02°13'38"	1127.00'	43.81'
4	08°56'30"	324.00'	81.78'
5	08°09'01"	524.00'	74.64'
6	03°13'16"	524.00'	29.46'
7	04°14'13"	1153.00'	85.26'
8	02°45'25"	676.00'	27.72'
9	06°54'19"	576.00'	59.37'
10	05°54'19"	576.00'	59.37'
11	05°44'44"	576.00'	57.76'
12	00°04'46"	1179.00'	1.63'
13	02°56'07"	1179.00'	60.40'
14	01°04'59"	674.00'	12.74'
15	06°22'41"	674.00'	73.07'
16	08°12'41"	674.00'	73.07'
17	05°16'06"	674.00'	61.94'
18	00°26'80"	1379.00'	10.36'
19	02°49'38"	1379.00'	58.05'
20	00°49'00"	726.00'	10.35'
21	04°36'30"	726.00'	58.39'
22	04°36'30"	726.00'	58.39'
23	04°36'30"	726.00'	58.39'
24	04°07'48"	726.00'	62.33'
25	00°14'46"	1431.00'	8.14'
26	02°22'09"	1431.00'	59.17'
27	02°00'38"	1153.00'	40.45'

LINE TABLE		
No	DIRECTION	LENGTH
L1	N89°22'07"W	26.33'
L2	N45°37'53"E	21.21'
L3	N89°22'07"W	26.33'

SEE SHEET 4



DETAIL 2
1" = 4'

PA Design Resources, Inc.
Planning • Engineering • Surveying

3021 Citrus Circle, Suite 150
Walnut Creek, California 94698-2638 TEL (925) 210-8300
OCTOBER, 2015 SCALE: 1"=50'

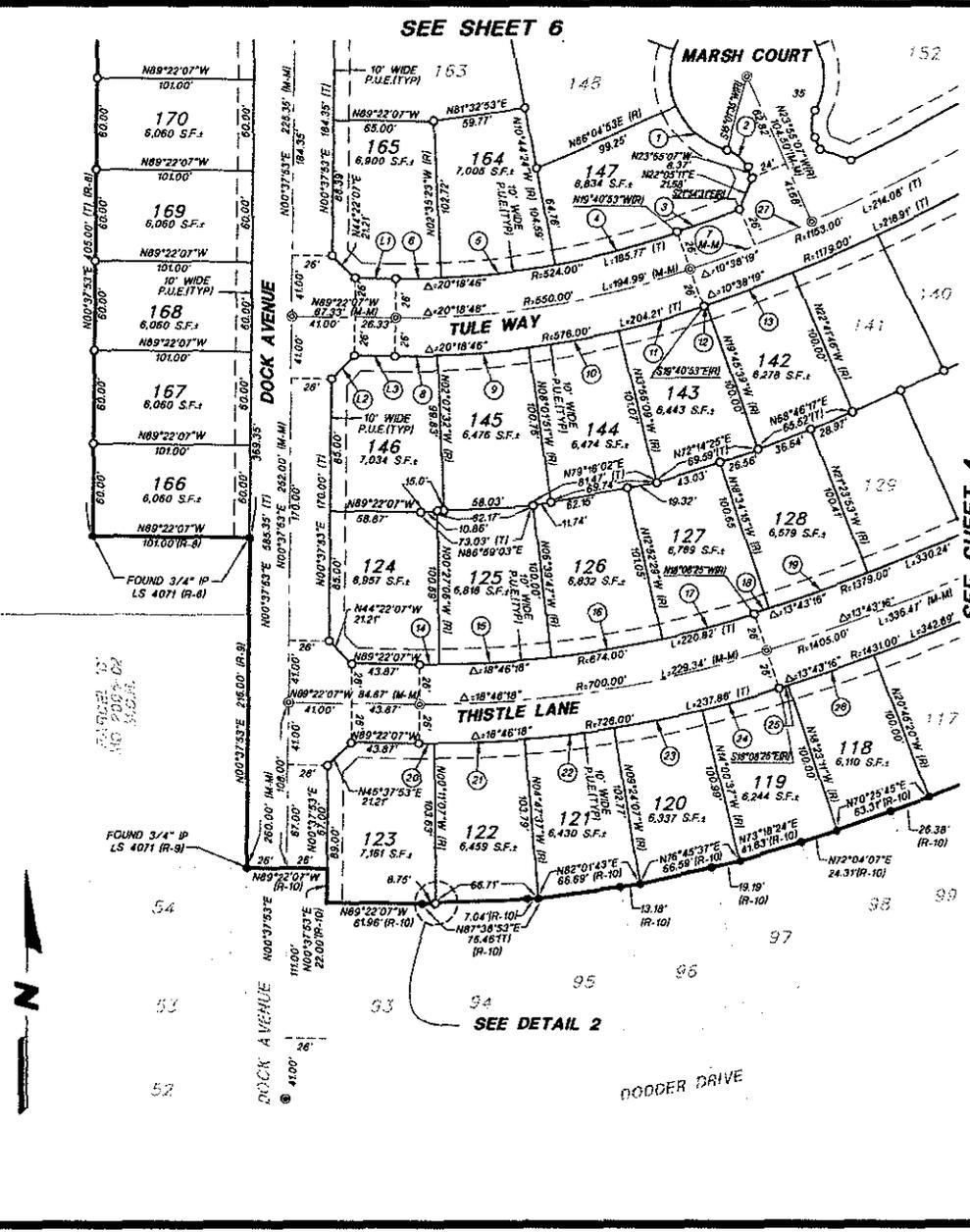
LEGEND

- CENTERLINE
- MONUMENT LINE
- EASEMENT LINE
- PROPERTY BOUNDARY
- LOT LINE
- ⊙ SET 2" BRASS DISK IN CONCRETE POST IN MON. WELL, STAMPED R.C.E. 29851
- ⊙ FOUND 2" DISK IN MONUMENT WELL
- FOUND 3/4" IRON PIPE R.C.E. 29851 UNLESS OTHERWISE NOTED
- ⊙ SET 3/4" X 24" I.P. R.C.E. 29851
- ⊙ FOUND 2" DISK, GPS/GIS (AS NOTED), R.C.E. 13310 (R-6)
- ⊙ SET LEAD PLUG TAGGED R.C.E. 29851, FRONT OF LOTS
- ⊙ SET 3/4" X 24" I.P., TAGGED R.C.E. 29851, AT 10' WITNESS CORNER
- IRON PIPE
- MERCED COUNTY RECORDS
- OFFICIAL PLATS
- OFFICIAL RECORDS
- PRIVATE ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT
- RADIAL BEARING
- TOTAL
- MEASURED
- 5' FOOT WIDE WALL EASEMENT (INDICATED BY THIS MAP)
- RESTRICTED ACCESS

REFERENCES

- (R-1) VOLUME 3 OF SURVEYS, PAGE 20, M.C.R.
- (R-2) VOLUME 28 OF SURVEYS, PAGES 27-29, M.C.R.
- (R-3) BOOK 76 OF PARCEL MAPS, PAGE 19-21, M.C.R.
- (R-4) GRANT DEED, 4452 OR 405, M.C.R.
- (R-5) VOLUME 28 OF SURVEYS, PAGES 9-12, M.C.R.
- (R-6) BOOK 60 OF PARCEL MAPS, PAGES 19-20, M.C.R.
- (R-7) BOOK 93 OF PARCEL MAPS, PAGES 47-48, M.C.R.
- (R-8) BOOK 99 OF PARCEL MAPS, PAGES 9-10, M.C.R.
- (R-9) VOLUME 74 OF OFFICIAL PLATS, PAGES 26-33, M.C.R.
- (R-10) VOLUME _____ OF OFFICIAL PLATS, PAGES _____, M.C.R.

VOL. _____ PAGE _____ SHEET 5 OF 6



**TRACT No: 2004-05
THE VILLAGES III PHASE 2
AT STONECREEK
SINGLE FAMILY RESIDENTIAL**

**BENG A RESUBDIVISION OF THE REMAINDER PARCEL
OF THE VILLAGES III PHASE 1, TRACT NO. 2004-06,
FILED _____ IN VOLUME _____
OF OFFICIAL PLATS, PAGES _____ THRU _____
CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA**

PA Design Resources, Inc.
Planning • Engineering • Surveying

3021 Citrus Circle, Suite 150
Walnut Creek, California 94598-2638 TEL (925) 210-9300
OCTOBER, 2015 SCALE: 1"=50'

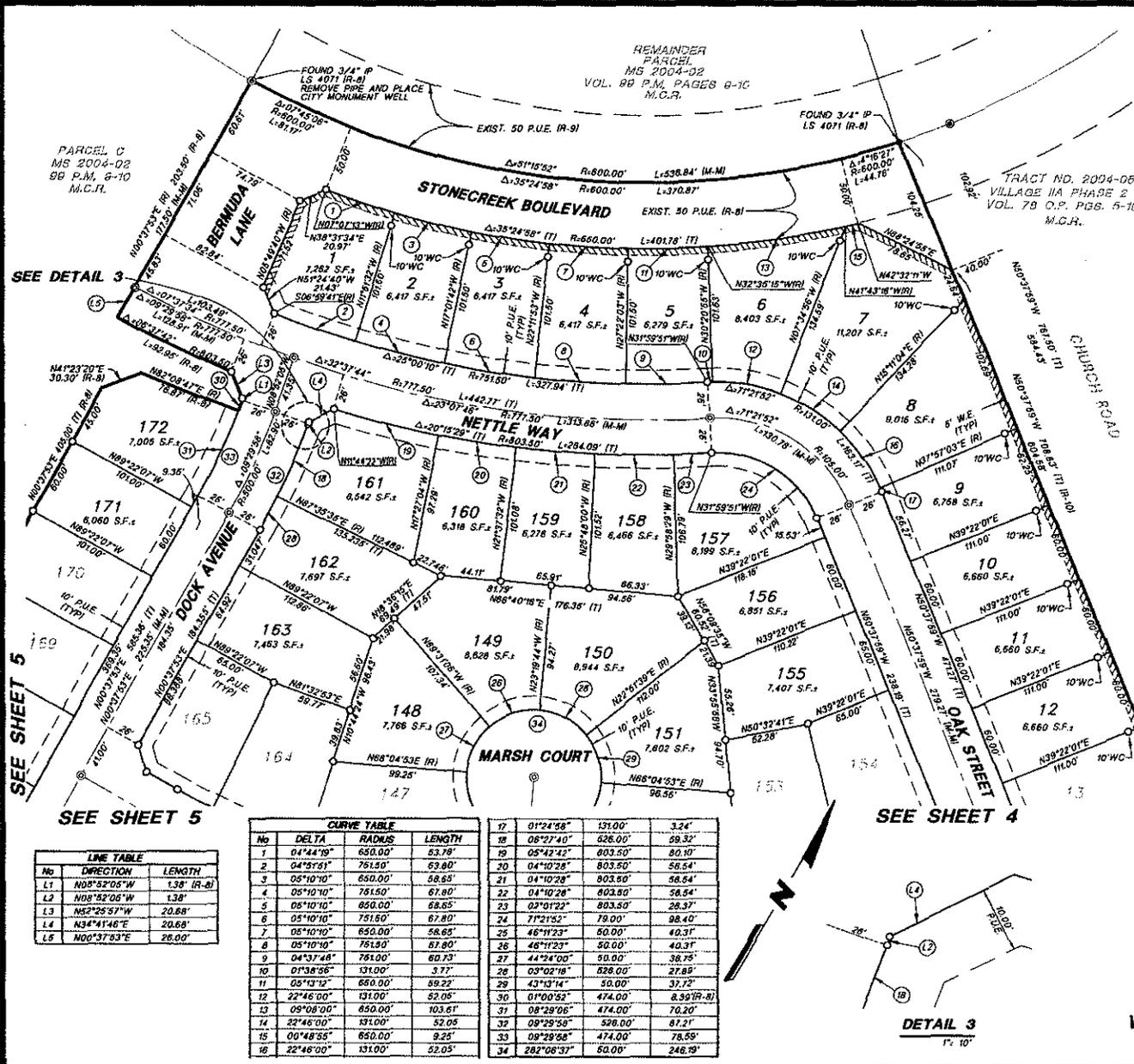
LEGEND

- CENTERLINE
- MONUMENT LINE
- EASEMENT LINE
- PROPERTY BOUNDARY
- LOT LINE
- ⊙ SET 2" BRASS DISK IN CONCRETE POST IN MON. WELL, STAMPED R.C.E. 29851
- ⊙ FOUND 2" DISK IN MONUMENT WELL
- FOUND 3/4" IRON PIPE RCE 29851 UNLESS OTHERWISE NOTED
- SET 3/4" X 24" IP. R.C.E. 29851
- ⊕ FOUND 2" DISK, GPS/GIS, (AS NOTED), RCE 15310 (R-5)
- ⊕ SET LEAD PLUG TAGGED R.C.E. 29851, FRONT OF LOTS
- ⊕ SET 3/4" X 24" IP., TAGGED R.C.E. 29851, AT 10' WITNESS CORNER
- IP IRON PIPE
- M.C.R. MERCED COUNTY RECORDS
- O.P. OFFICIAL PLATS
- O.R. OFFICIAL RECORDS
- P.A.E. PRIVATE ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (M) MEASURED
- 5' W.E. 5 FOOT WIDE WALL EASEMENT (DEDICATED BY THIS MAP)
- /// RESTRICTED ACCESS

REFERENCES

- (R-1) VOLUME 3 OF SURVEYS, PAGE 20, M.C.R.
- (R-2) VOLUME 28 OF SURVEYS, PAGES 27-29, M.C.R.
- (R-3) BOOK 78 OF PARCEL MAPS, PAGE 19-21, M.C.R.
- (R-4) GRANT DEED, 4462 OR 405, M.C.R.
- (R-5) VOLUME 28 OF SURVEYS, PAGES 9-12, M.C.R.
- (R-6) BOOK 60 OF PARCEL MAPS, PAGES 19-20, M.C.R.
- (R-7) BOOK 93 OF PARCEL MAPS, PAGES 47-48, M.C.R.
- (R-8) BOOK 99 OF PARCEL MAPS, PAGES 9-10, M.C.R.
- (R-9) VOLUME 74 OF OFFICIAL PLATS, PAGES 25-33, M.C.R.
- (R-10) VOLUME _____ OF OFFICIAL PLATS, PAGES _____, M.C.R.

VOL. _____ PAGE _____ SHEET 6 OF 6



CURVE TABLE			
No	DELTA	RADIUS	LENGTH
1	04°44'19"	650.00'	53.78'
2	04°57'51"	751.50'	53.80'
3	05°10'10"	650.00'	58.65'
4	05°10'10"	751.50'	67.80'
5	05°10'10"	650.00'	58.65'
6	05°10'10"	751.50'	67.80'
7	05°10'10"	650.00'	58.65'
8	05°10'10"	751.50'	67.80'
9	04°37'48"	751.00'	60.73'
10	01°38'35"	131.00'	3.77'
11	05°17'21"	650.00'	59.23'
12	22°48'20"	131.00'	52.05'
13	09°08'00"	650.00'	103.67'
14	22°48'20"	131.00'	52.05'
15	00°48'55"	650.00'	9.25'
16	22°48'20"	131.00'	52.05'
17	01°24'58"	131.00'	3.24'
18	06°27'40"	626.00'	59.32'
19	05°42'42"	603.50'	80.10'
20	04°10'28"	803.50'	56.54'
21	04°10'28"	803.50'	56.54'
22	04°10'28"	803.50'	56.54'
23	02°01'22"	803.50'	28.37'
24	71°21'52"	79.00'	98.40'
25	46°11'23"	50.00'	40.37'
26	46°11'23"	50.00'	40.37'
27	44°24'00"	90.00'	38.75'
28	05°02'18"	826.00'	27.89'
29	43°13'14"	50.00'	37.72'
30	01°00'52"	474.00'	6.99 (R-4)
31	06°28'06"	474.00'	78.20'
32	09°28'50"	528.00'	67.21'
33	09°28'58"	474.00'	78.59'
34	282°06'37"	50.00'	246.79'

LINE TABLE		
No	DIRECTION	LENGTH
L1	N08°52'05"W	1.38' (R-4)
L2	N08°52'06"W	1.38'
L3	N52°25'57"W	20.68'
L4	N34°41'46"E	20.68'
L5	N00°37'03"E	26.00'

Recording Requested By:

City of Los Banos

And When Recorded Mail to:

Lucille L. Mallonee, City Clerk
City of Los Banos
520 J Street
Los Banos, CA 93635

Space above this line for Recorder's use.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, between LOS BANOS 270 INVESTORS LP, a California Limited Partnership, the Parties of the First Part, hereinafter designated and called "DEVELOPER(S)", and the CITY OF LOS BANOS, a municipal corporation, the Parties of the Second Part, hereinafter designated and called "CITY".

WHEREAS, the DEVELOPER(S) have presented to the CITY those certain Final Maps located within the corporate limits of the CITY, and known and described as "Villages III Phase 1 at Stonecreek" and "Villages III Phase 2 at Stonecreek" comprised of 172 lots on 39 acres, copies of which are on file with the City of Los Banos Public Works Department and made a part of this AGREEMENT by reference, and said DEVELOPER(S) have requested the CITY to accept the dedications delineated and shown on said Final Maps in order that the same may be recorded as required by law; and,

WHEREAS, the CITY requires a condition precedent to the acceptance and approval of said Final Maps, the dedication of said easements as are delineated and shown on said Final Maps, and deems the same as necessary for public use, and requires and deems as necessary for the public use that any and all street improvements delineated and shown thereon shall be improved by the construction thereon and the installation therein of the improvements hereinafter specified in Paragraph One herein; and,

WHEREAS, certain sections of the Los Banos Municipal Code require the DEVELOPER(S) to enter into this AGREEMENT with the CITY whereby DEVELOPER(S) agree to do, perform, and complete the works and matters hereinafter in this AGREEMENT mentioned and set forth in details, within the time hereinafter mentioned, in consideration of the acceptance of the offers of dedication by the City of Los Banos; and,

WHEREAS, the City Council of the City of Los Banos has found said Final Maps by Resolution No. _____ to be in substantial compliance with the designs and Conditions of Approval of Vesting Tentative Tract Map No. 2004-05.

NOW, THEREFORE, in consideration of the acceptance of the offers of dedication of easements, and facilities as shown and delineated on said Final Maps, and the approval of said Final Maps for filing and recording as provided and required by law, it is mutually agreed and understood by and between DEVELOPER(S) and CITY as follows:

SUBDIVISION AGREEMENT

1. DEVELOPER(S) has caused to be done and performed, the following described work and improvements. (as detailed in attached Exhibit A) all at their own cost and expense, to the satisfaction of the Public Works Director/City Engineer in accord with the approved subdivision improvement plans and existing City Policies and adopted Standards, including all costs of inspection. to-wit;

IMPROVEMENTS:

1. SITE PREPARATION:	\$ 83,600.00
2. STREET WORK:	\$ 640,887.00
3. CONCRETE WORK:	\$ 370,218.00
4. SANITARY SEWER:	\$ 193,955.00
5. STORM DRAIN:	\$ 262,854.00
6. WATER:	\$ 233,357.00
7. STREET LIGHTING:	\$ 62,350.00
8. MISCELLANEOUS:	\$ 128,365.00
TOTAL Cost of Construction and/or Installation of Improvements	\$ 1,975,586.00
CONTINGENCY AT 10%:	\$ 197,558.60
TOTAL:	<u>\$ 2,173,144.60</u>

2. The DEVELOPER(S) shall furnish bonding or other forms of security for the Warranty & Guarantee at 10% in the amount of \$217,314.00. In addition, the DEVELOPER(S) shall provide a bond or other form of security in the amount of \$3,500.00 for Survey Monuments per Section 66496 of the Government Code.

a. The DEVELOPER(S) agrees to pay the following fees at the time of signing the AGREEMENT less any amount previously paid.

ENGINEERING AND INSPECTION

5% of Approved Engineer's estimate of \$202,888	\$ 10,144
Less: Deposit for Plan Check	\$ 0
Less: 3 % Payment	\$ 0
TOTAL	<u>\$ 10,144</u>

3. In accordance with adopted City Policy, security funds may be released as approved by the Public Works Director/City Engineer and accepted by the City Council.

4. The DEVELOPER(S) shall install improvements in accordance with the requirements of the City of Los Banos Municipal Code, the Standard Specifications of the City of Los Banos, the approved Subdivision Improvements, Grading Plans and the Conditions of Approval of Vesting Tentative Tract Map No. 2004-05 The Villages III at Stonecreek, Phases 1 & 2. Improvements and utilities must be installed prior to occupancy of any units.

5. In the event that the DEVELOPER(S) shall damage, destroy, or tear up any existing improvements, DEVELOPER(S) agree to repair or replace such destroyed or damaged improvements at their cost whenever such damage shall occur.

6. Street lights shall be furnished and installed by the DEVELOPER(S). It is solely the DEVELOPER(S) responsibility to coordinate the installation of street lights with the Pacific Gas and Electric Company and pay any/all fees necessary for their installation. At the time of acceptance, the streetlights, including conductors to utility owner splice boxes, shall become the property of the CITY.

7. Any improvements not shown on the approved Improvement Plans which are to be dedicated to the CITY or which are to be placed within the proposed City right-of-way, including mailboxes, private and utility works, shall not be constructed without written approval from the CITY. It shall be the DEVELOPER(S) responsibility to ensure that mailboxes for use by the U.S. Postal Service are available for residents at the time of occupancy; installation to be per plans approved by the Postmaster and the CITY.

8. All earthwork and construction shall meet the requirements and recommendations of the Soils Report, the Amended Soils Report for the Project and the adopted Improvement Standards and Specifications of the CITY. The DEVELOPER(S) shall, at their expense, provide a Soils Engineer whose responsibility includes the professional inspection and approval concerning the preparation of ground to receive fills, excavation and backfill operations, stability of all finished slopes, and testing for required compaction. Prior to the issuance of structural permits and prior to occupancy release, the Soils Engineer shall certify, in writing, that all earthwork including trench backfill meets the requirements and recommendations of the Soils Report and the adopted Improvement Standards and Specifications of the CITY.

9. Neither the CITY nor any of its officers or agents shall be liable to DEVELOPER(S) or their contractors for any error or omission arising out of or in connection with any work to be performed under this AGREEMENT. During the progress of the work, if it becomes necessary to modify the design because of errors or omissions on the plans or unforeseen conditions which render a portion of the project inoperable, unsafe, or prohibits a part of the project from performing satisfactorily in the

opinion of the CITY, the plans shall be modified in accordance with the recommendations of the CITY. The DEVELOPER(S) shall be responsible for all costs incurred in revising the plans and performing the work in accordance with the modified plans.

10. The Improvement Plans may be modified, upon approval by the CITY, at no cost to the CITY.

11. The CITY shall not be liable to the DEVELOPER(S) or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the subdivision of said land covered by this AGREEMENT, or any part thereof.

12. The DEVELOPER(S) hereby release and agree to indemnify and hold the CITY harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage, and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all work to be done in and upon the street rights-of-way in said subdivision and upon the premises adjacent thereto pursuant to this AGREEMENT, and also from any and all injuries to and deaths of persons and injuries to property or other interests, and all claims, demands, costs, loss, damage, and liability, howsoever the same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the DEVELOPER(S), the DEVELOPER(S) agents, employees, and subcontractors, while engaged in the performance of said work.

13. The DEVELOPER(S) agree that the use for any purpose and by any persons of any and all of the improvements herein before specified, shall be at the sole and exclusive risk of the DEVELOPER(S) at all times prior to final acceptance by the CITY of the completed improvements. Thereon and therein; provided, that acceptance by the CITY shall in no way eliminate or lessen any of DEVELOPER(S) obligations and undertakings contained in this AGREEMENT. The issuance of any occupancy permits by the CITY for dwellings located within said subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the improvements in said subdivision.

14. It is mutually agreed by the parties hereto that the Public Works Director/City Engineer shall have the right to reject any or all of the work to be performed under this AGREEMENT if such work does not conform to the plans and specifications mentioned herein or the ordinances of the City of Los Banos. Re-inspection of corrected work shall be at the expense of the DEVELOPER(S). The cost of such re-inspection is not included in the Engineering and Inspection Fee described in Paragraph 2 of this AGREEMENT. Any damage to the sewer system, utilities, concrete work, or street paving that occurs after installation shall be repaired by the DEVELOPER(S) to the satisfaction of the

Public Works Director/City Engineer by the DEVELOPER(S) before release of bond or final acceptance of completed work.

15. DEVELOPER(S) shall provide for adequate erosion control as determined by the Public Works Director/City Engineer on individual lots and from exterior property draining into the area of the subdivision, to protect the public rights-of-way and improvements. Erosion control on individual lots shall continue until such a time as front and street side yard landscaping is installed.

16. Without limiting the foregoing, DEVELOPER(S) warrant and guarantee materials used and workmanship performed on said work for a period of one (1) year after completion and acceptance thereof by the City Council, or the Public Works Director/City Engineer.

17. Upon completion of the improvements, specified herein the DEVELOPER(S) shall file a Notice of Completion with Merced County and submit to the CITY "As Built" drawings on mylar, of the improvements. The Notice of Completion shall be filed no later than thirty-five (35) days prior to consideration for acceptance of the improvements by the City Council. As part of the request for acceptance of improvements, the DEVELOPER(S) shall submit a title report encompassing each of the parcels within the Subdivision, which discloses all liens, or claims, which may have been recorded in or prior to thirty-one (31) days following the date of recordation of the Notice of Completion. If any liens or claims are thus revealed, the DEVELOPER(S) shall either remove the liens and claims and submit an updated title report prior to acceptance of the Subdivision by the CITY, or shall enter into an AGREEMENT with the CITY that provides to the satisfaction of the CITY a method for the removal of such liens and claims at no cost to the CITY.

18. It is hereby mutually covenanted and agreed by the parties hereto that DEVELOPER(S) contractors are not agents of the CITY and that the contractors' relations to CITY, if any, are those of independent contractors.

19. That the DEVELOPER(S) furnish the CITY with reproducible 8 1/2" x 11" sheets of the Final Maps of this development prior to issuance of permits.

20. DEVELOPER(S) shall comply with all applicable original or amended Conditions of Approval of Vesting Tentative Tract Map No. 2004-05 prior to acceptance of public improvements.

21. Intentionally omitted.

22. All costs for engineering and inspection services which exceed the 5% fee specified above will be invoiced to the DEVELOPER(S) and must be paid in full prior to acceptance of the subject improvements by the CITY.

23. If construction of improvements has not begun within one (1) year from the date of this AGREEMENT, then prior to commencement of work the Public Works Director/City Engineer shall review the improvement plans and determine if revisions are required. In any case, a new engineer's cost estimate shall be submitted by the DEVELOPER(S) to the Public Works Director/City Engineer. The DEVELOPER(S) shall be responsible for any modification to the plans required by the Public Works Director/City Engineer and shall pay all plan check fees plus the difference in inspection fees due based on the new cost estimate.

24. The DEVELOPER(S) acknowledge the requirement to comply with the environmental mitigation measures for Vesting Tentative Tract Map No. 2004-05, and the conditions of approval for said tentative maps (attached herein as Exhibit B), in the development of this Subdivision.

The terms of this AGREEMENT are not intended to, nor do they relieve the DEVELOPER(S) of any conditions of approval, compliance with City Standards or compliance with mitigation measures of adopted environmental documents, the compliance with which may be placed as a condition of permit issuance or occupancy.

Time is of the essence of this AGREEMENT. It is agreed that the provisions of this AGREEMENT shall apply to and bind the heirs, executors, administrators, successors, devisees, and assignees of the respective parties hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Contra Costa }

On September 24, 2015 before me, Stacey Marie Madewell, Notary Public
(Here insert name and title of the officer)

personally appeared Lori R. Waltzer
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.

Stacey Marie Madewell
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Subdivision Improvement Agreement
(Title or description of attached document)

Los Banos 270 Investors LP
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
Chief Financial Officer
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



**Bond Estimate for
The Villages III, Phase 1 at Stonecreek
Tract Map No. 2004-05**

Item	Unit	Unit Price	Total Amount	Remaining Work	BOND AMOUNT
Site Preparation					
Site Clearing and Demolition	1 LS	\$ 10,000.00	\$ 10,000	\$ -	\$ 1,000
Grading - Lots	92 EA	\$ 800.00	\$ 73,600	\$ -	\$ 7,360
Street Work					
Pavement 4.5" A.C. over 18.5" A.B.	78,128 SF	\$ 4.25	\$ 332,044	\$ 332,044	\$ 332,044
Pavement 2.5" A.C. over 11.0" A.B.	123,537 SF	\$ 2.50	\$ 308,843	\$ 308,843	\$ 308,843
Concrete Work					
6" standard curb & gutter	9,597 LF	\$ 13.00	\$ 124,761	\$ 124,761	\$ 124,761.00
8" Vertical Curb	2,205 LF	\$ 12.00	\$ 26,460	\$ 26,460	\$ 26,460
4" PCC sw w/o driveway w/handicap ramps	44,979 SF	\$ 3.00	\$ 134,937	\$ 134,937	\$ 134,937
6" PCC driveway approaches	17,480 SF	\$ 4.50	\$ 78,660	\$ 78,660	\$ 78,660
Wheel Chair ramps - Labor only	18 EA	\$ 300.00	\$ 5,400	\$ 5,400	\$ 5,400
Sanitary Sewer					
8" PVC Sewer	1,985 LF	\$ 23.00	\$ 45,655	\$ -	\$ 4,565.50
15" PVC Sewer	1,642 LF	\$ 50.00	\$ 82,100	\$ -	\$ 8,210.00
Sewer manholes	12 EA	\$ 1,600.00	\$ 19,200	\$ -	\$ 1,920.00
4" laterals	92 EA	\$ 500.00	\$ 46,000	\$ -	\$ 4,600.00
Connections	1 EA	\$ 1,000.00	\$ 1,000	\$ -	\$ 100.00
Storm Drain					
36" RCP	1,158 LF	\$ 59.00	\$ 68,322	\$ -	\$ 6,832.20
24" RCP	199 LF	\$ 37.00	\$ 7,363	\$ -	\$ 736.30
18" RCP	331 LF	\$ 30.00	\$ 9,930	\$ -	\$ 993.00
15" RCP	2,538 LF	\$ 28.00	\$ 71,064	\$ -	\$ 7,106.40
12" RCP	599 LF	\$ 25.00	\$ 14,975	\$ -	\$ 1,497.50
Standard curb inlets	31 EA	\$ 2,000.00	\$ 62,000	\$ 62,000	\$ 62,000.00
Storm drain manholes	17 EA	\$ 1,600.00	\$ 27,200	\$ -	\$ 2,720.00
Connections	2 EA	\$ 1,000.00	\$ 2,000	\$ -	\$ 200.00
Water					
8" PVC water	4,157 LF	\$ 20.00	\$ 83,140	\$ -	\$ 8,314.00
16" PVC water	1,161 LF	\$ 37.00	\$ 42,957	\$ -	\$ 4,295.70
Fire Hydrants	12 EA	\$ 2,000.00	\$ 24,000	\$ -	\$ 2,400.00
1" water service	92 EA	\$ 400.00	\$ 36,800	\$ -	\$ 3,680.00
2" Irrigation service	3 EA	\$ 500.00	\$ 1,500	\$ -	\$ 150.00
8" Valves	26 EA	\$ 1,000.00	\$ 26,000	\$ -	\$ 2,600.00
16" Valves	4 EA	\$ 2,890.00	\$ 11,560	\$ -	\$ 1,156.00
Blowoffs	4 EA	\$ 1,350.00	\$ 5,400	\$ -	\$ 540.00
Connections	2 EA	\$ 1,000.00	\$ 2,000	\$ -	\$ 200.00

**Bond Estimate for
 The Villages III, Phase 1 at Stonecreek
 Tract Map No. 2004-05**

Item	Unit	Unit Price	Total Amount	Remaining Work	BOND AMOUNT
Street Lighting					
**100 Watt H.P.S. Luminaires & J.T.	25 EA	\$ 1,850.00	\$ 46,250	\$ 46,250	\$ 46,250
**SJ-3 Luminaires & J.T.	7 EA	\$ 2,300.00	\$ 16,100	\$ 16,100	\$ 16,100
Miscellaneous					
Street Monuments	17 EA	\$ 250.00	\$ 4,250	\$ 4,250	\$ 4,250
Street name sign	9 EA	\$ 250.00	\$ 2,250	\$ 2,250	\$ 2,250
R1 Stop sign and Bar	4 EA	\$ 465.00	\$ 1,860	\$ 1,860	\$ 1,860
Irrigation sleeves	226 LF	\$ 2.50	\$ 565	\$ 565	\$ 565
1.5' wood retaining wall	1,200 EA	\$ 30.00	\$ 36,000	\$ 36,000	\$ 36,000
6' Masonry/Sound Wall	1,192 EA	\$ 70.00	\$ 83,440	\$ 83,440	\$ 83,440
SUBTOTAL			\$ 1,975,586	\$ 1,263,820	\$ 1,334,997
10% CONTINGENCY			197,558.55		133,499.66
			<u>\$ 2,173,144</u>		<u>\$ 1,468,496</u>

Bonding Percentage 68%



5/23/07
Date

Razmik Avedian, P.E.
 R.C.E. 53063 EXPIRES 6/30/09
 P/A Design Resources, Inc.

EXHIBIT D

CONDITIONS OF APPROVAL FOR VESTING TENTATIVE TRACT MAP #2004-05:

PROJECT-SPECIFIC CONDITIONS

General

1. The applicant shall submit a revised Vesting Tentative Tract Map to the Planning Division within 30 days from City Council approval, reflecting any modifications or additions identified within the staff report and conditions of approval. If necessary, the revised Vesting Tentative Tract Map shall be reviewed by the City Engineer and the Community Development Director and signed by the Community Development Director for purposes of providing a clear record of the approved Vesting Tentative Tract Map.
2. Development of properties shall be subject to the Master Building Permit Allocation Plan, identified in the Pre-Annexation Development Agreement and the Development Agreement.
3. A notice shall be recorded on deeds for all lots within 500 feet of the high pressure gas line, notifying property owners of the presence of the gas line.

Pre-Construction and Construction

4. Prior to issuance of building permits for development on the project site, if the project site has remained fallow and reverted to grassland vegetation, the following measures shall be required, subject to the review and approval of the City of Los Banos Planning Division:
 - a) A pre-construction survey shall be conducted by a qualified biologist for burrowing owls within 30 days of the on-set of construction according to methods described in the Staff Report on Burrowing Owl Mitigation (CDFG 1995).
 - b) If pre-construction surveys undertaken during the breeding season (February through July) locate active nest burrows within or near construction zones, these nests, and an appropriate buffer around them (as determined by a qualified biologist) must remain off-limits to construction until the breeding season is over. The CDFG recommends setbacks from occupied nest burrows of 100 meters where construction will result in the loss of foraging habitat.
 - c) During the non-breeding season (August through January), resident owls may be relocated to alternative habitat. The relocation of resident owls must be according to a relocation plan prepared by a qualified biologist in consultation with the California Department of Fish and Game. Passive relocation is the preferred method of relocation. This plan must provide for the owls relocation to nearby lands possessing available nesting and

foraging habitat (STONECREEK AREA PLAN EIR MITIGATION MEASURE 10).

5. Subject to the review of the Los Banos Planning Division, no earlier than 30 days prior to commencement of grading or construction activities on the project site, a field survey shall be conducted by a qualified biologist to determine if active kit fox dens are located on or within 150 meters (approximately 500 feet) of the project site. If an active kit fox den is detected within the survey area, the USFWS will be contacted immediately to determine the best course of action (STONECREEK AREA PLAN EIR MITIGATION MEASURE 8).
6. Prior to approval the grading or building permits for the proposed project, the project applicant shall conduct Swainson's hawk nesting surveys subject to the review and approval of the City of Los Banos Planning Division and the Department of Fish and Game. The surveys shall be conducted according to the recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley. Based on the Swainson's hawk survey findings, the biologist shall recommend mitigation to avoid impacts to Swainson's Hawk, if any, and may include but not be limited to, the following mitigation measures recommended in the Staff Report regarding Mitigation for Impacts to the Swainson's Hawks in the Central Valley of California:
 - a. No intensive new disturbances or other project related activities which may cause nest abandonment or forced fledging, should be initiated within one-quarter mile (buffer zone) of an active nest between March 1 and September 15 or until August 15 if a Management Authorization or Biological Opinion is obtained for the project. The buffer should be increased to one-half mile in nesting areas away from urban development (i.e. in areas where disturbance is not normal occurrence during the nesting season). Nest trees should not be removed unless there is no feasible way of avoiding it. If a nest tree must be removed, a Management Authorization (including conditions to off-set the loss of the nest tree) must be obtained with the tree removal period specified in the Management Authorization, generally October 1 to February 1. If construction or other project related activities that may cause nest abandonment or forced fledging are necessary within the buffer zone, monitoring of the nest site (funded by the project proponent) by a qualified biologist (to determine if the nest is abandoned) should be required. If it is abandoned and if the nestling(s) are still alive, the project sponsor shall fund the recovery and hacking (controlled release of captive reared young) of the nestling(s). Routine disturbances such as agricultural activities, commuter traffic, and routine facility maintenance activities within one-quarter mile of an active nest should not be prohibited.
 - b. Hacking as a substitute for avoidance of impacts during the nesting period may be used in unusual circumstances after review and approval of a hacking plan by Environmental Service Division and Wildlife Management Division. Proponents who propose using hacking will be required to fund the full costs of the effort, including any telemetry work

specified by the Department. (STONECREEK AREA PLAN EIR MITIGATION MEASURE 11).

7. Prior to commencement of construction activities and subject to review and approval by the Los Banos Planning Division, the project applicant shall arrange for a qualified biologist to inform workers of the potential presence of San Joaquin kit fox, their protected status, work boundaries, and measures to be implemented to avoid loss of these species during construction activities. Avoidance and minimization measures may include, but not be limited to, measures identified in the U. S. Fish and Wildlife Service Standardized Recommendations for Protection of the San Joaquin Kit Fox Prior to or During Ground Disturbance (USFWS 1999) including the following measures:
 - a. Any trench or pit deeper than two feet shall include ramps of either fill or planks to prevent kit fox from becoming trapped in the trench or pit.
 - b. Pipes, culverts, and other hollow materials greater than four inches in diameter shall be stored in a manner that will prevent kit foxes from using these materials as temporary refuge. In addition, these materials shall be inspected for kit foxes daily, prior to the onset of construction activities.
 - c. During construction activities, all food-related trash items shall be enclosed in sealed containers and regularly removed from the project site to avoid attracting wildlife to the project site, and pets shall not be allowed on the construction site. The proper location of the trash containers shall be subject to the review and approval of the Los Banos Planning Division (STONECREEK AREA PLAN EIR MITIGATION MEASURE 9).
8. Prior to the development of sensitive uses (ie: houses, schools, parks, day care, or other uses in which persons may contact soils), a Phase 1 environmental assessment shall be prepared to determine if soils may contain hazardous materials. If necessary, a remediation plan shall be created and implemented. For schools and day care centers, a Phase 1 environmental assessment shall be required at any location on the project site (STONECREEK AREA PLAN EIR MITIGATION MEASURE 20).
9. Prior to issuance of a demolition permit, the project proponent shall have a lead survey completed by a qualified practitioner in accordance with the applicable regulations. The lead survey shall include an assessment of lead in building materials and in soils adjacent to the structure. If measured lead levels in or adjacent to a structure exceed established thresholds, a work plan shall be developed and implemented to remove and dispose of the lead-containing materials in accordance with the established regulations (STONECREEK AREA PLAN EIR MITIGATION MEASURE 21).
10. A minimum 200-foot separation shall be maintained between residences and material stockpiles, debris piles or containers and equipment storage during the construction process. If such storage must be located within 200 feet of a residence, a six-foot high opaque fence shall shield the

storage area from view when the storage area is inactive for more than eight hours. This requirement shall be incorporated into the specifications for all construction plans, subject to review and approval by the City of Los Banos Planning Division.

11. During construction activities, all food-related trash items shall be enclosed in sealed containers and regularly removed from the project site to avoid attracting wildlife to the project site, and pets shall not be allowed on the construction site. The proper location of the trash containers shall be subject to the review and approval of the City of Los Banos Planning Division.
12. Final Improvement Plans shall show the location and size of desilting basins.
13. Fire hydrants on major streets (or other means of fire suppression acceptable to the Fire Chief) shall be in place and functioning prior to approval of the first residential building permit in adjacent areas of the development. Fire hydrants (or other means of fire suppression acceptable to the Fire Chief) shall be operational to the satisfaction of the Fire Chief prior to combustible material being located on the site. For purposes of this condition, major streets include: Badger Flat Road; Ortigalita Road, Cardoza Road, Pioneer Road, Church Road, and either "N" Boulevard or San Joaquin Boulevard.

Access and Circulation:

14. Badger Flat Road and Cardoza Road shall be designated as Class III bike routes. (STONECREEK AREA PLAN EIR MITIGATION MEASURE 29)
15. Prior to approval of the Final Improvement Plan(s), all curb return radii less than 40 feet shall be reviewed for adequacy for turning movements of moving vans and other large vehicles, and adjusted accordingly.
16. Where sideyards abut a street, a minimum three-foot landscaping area shall be provided between the back of sidewalk and the fence. This may be accomplished by changing the separated sidewalk to an attached sidewalk in those locations.
17. Pathways through the three pocket parks shall be constructed to Class I bike path standards with curb cuts at streets.
18. Other than park or school access, no driveway access shall be allowed from Ortigalita Road, Pioneer Road, Cardoza Road, or Badger Flat Road.
19. Traffic signals shall be programmed to provide an automatic pedestrian walk signal at the beginning of each green light phase (STONECREEK AREA PLAN EIR MITIGATION MEASURE 2).

20. Prior to approval of a revised Vesting Tentative Tract Map the street sections for Badger Flat Road and Cardoza Road shall be revised with 13-foot inside lanes and 15-foot outside lanes (STONECREEK AREA PLAN EIR MITIGATION MEASURE 29).
21. Prior to approval of a revised Vesting Tentative Tract Map a street section for the traffic circle at Badger Flat Road and Cardoza Road shall be submitted and approved by the City Engineer, Public Works Director, and Fire Chief.
22. Prior to approval of a revised Vesting Tentative Tract Map, the Stonecreek Drive shall be revised to clarify the number and width of the travel lanes.
23. Prior to approval of a revised Vesting Tentative Tract Map, the "Q" Entry section shall be revised to be consistent with Sheet 6.
24. Church Road shall be signed for no parking, and shall have turn pockets provided within the median at intersections.
25. The Class I (separated from traffic) bicycle paths on the west and south sides of Badger Flat Road/Cardoza Road, on the north side of Prairie Springs Drive, and on the northeast side of Church Road shall be designed in conformance with Caltrans design standards, and shall specifically be designed to reduce intersection conflicts between cyclists and automobiles, using signage, lighting, and/or special street pavement treatments at and near points of intersection.
26. Connections shall be provided between the Class I (separated from traffic) bicycle path north of Prairie Springs Drive and "C Entry" and between that path and the commercial area to the north.
27. Pedestrian crossings shall be shown at the point where the pedestrian pathway meets the "O" Entry and "O" Street intersection. Pedestrian crossings and connections shall also be shown at the intersection of "C" Entry and Prairie Springs Drive.

Community Facilities District:

28. Prior to approval of a final map, the developer shall form or annex to a community facilities district created for the purposes of funding public safety, as authorized by Government Code §53313(a) and (b). The District shall include all of the property designated on the tentative subdivision map. The form, terms and conditions and the tax rate for the formation of a Mello-Roos district, or in the alternative the annexation of the property to an existing district, shall be as approved by the City Council. District formation shall be at the sole cost of the developer. Alternatively, the developer may request, and the City may approve the use of a special tax authorized by Government Code §53978.

29. This subdivision shall join the Stonecreek Landscape and Lighting District.

Police

30. Street names shall be approved by the Police Department.

Fire

31. Streets less than 32 feet curb-to-curb shall have parking prohibited along one side and along the side yards of corner lots with curbs painted red and signs posted.

Fire:

32. At least two entry points from paved streets shall be provided for the church.
33. Parking at the church shall be permitted only in designated parking spaces, and curb markings and signs prohibiting parking shall be placed in other locations as determined by the Fire Chief.
34. Fire hydrant locations at the church shall be approved by the Fire Chief.
35. The future church facility on the 9.05-acre lots shown as Phase 3 on VTTM #2004-05 shall be equipped with fire sprinklers if over 5,000 square feet, and with a Knox Box entry system.

Utilities:

36. Exterior lighting shall conform to that illustrated in the Final Development Plan, or similar to those used in the Stonecreek Villages I or II development, and shall be consistent with the City's outdoor lighting ordinance. All street lighting shall be hooded and/or fitted with prismatic directional lenses to prevent illumination onto adjoining properties and glare into on-coming traffic. Streetlight locations shall be shown on Improvement Plans. Developer shall utilize decorative streetlights meeting the illumination standards required in the City street light standards, except that cobra-head streetlights shall be used on arterials.
37. Centralized garbage collection locations shall be screened from view with fencing or walls architecturally similar to the main building.
38. Prior to approval of a revised Vesting Tentative Tract Map, the Public Service Easement shall be relocated to match the Wall Easement.
39. Where the invert is six feet or greater below finish grade, a minimum clearance of five feet from lip of gutter to the edge of pipe shall be provided for underground utility lines.

Water:

40. Final Improvement Plans shall indicate the locations of water line elbows and manholes.

Sewer:

41. Prior to finaling building permits, the 30-inch sanitary sewer and forcemain for the project shall be substantially completed to the satisfaction of the Public Works Director before being accepted by the City. This improvement shall include the 30-inch sanitary sewer from Ortigalita Road to the pump station at Badger Flat Road and the CCID Canal, and the force main from the canal to the 24-inch sewer line on Overland Avenue.
42. The project proponent shall secure appropriate encroachment permits from the State Department of Transportation (Caltrans), Merced County, and the City of Los Banos, as applicable, prior to construction of off-site sewer lines. A traffic mitigation plan shall be developed and approved by Caltrans and Merced County Public Works, as appropriate, to maintain peak hour traffic operations at no less than LOS D, and may include limitations on hours and/or days of construction, requirements for flagging and advanced signage, and proposed detours (STONECREEK AREA PLAN EIR MITIGATION MEASURE 30).
43. Final Improvement Plans shall indicate the locations of sewer line elbows and manholes.

Storm Drainage:

44. The development shall provide storm drainage to the regional basin located north of Pacheco Boulevard, adjacent to, and discharging into, the Central California Irrigation District Main Canal.
45. Prior to approval of any final maps, or approval of any improvement plans for the subdivision, the storm drainage pump station for the detention basin off Badger Flat Road shall be completed and accepted by the City, including the installation of landscaping and irrigation systems.
46. Final Improvement Plans for the storm drainage system shall utilize the TR-55 analysis method.

Architecture and Physical Design:

47. This project shall be subject to P-D (Planned Development) Design Standards as presented in the Final Development Plan.
48. The monotony of straight building lines shall be alleviated by varying the size of individual buildings, staggering the front yard setbacks, varying exterior building materials and colors, articulating building facades, and utilizing extensive landscaping.

49. The variation in setbacks, unit placement, and materials and colors shall be implemented in a random fashion with no apparent pattern, to avoid monotony.
50. A minimum of 200 of the single-family houses in Villages IIa and III, and a minimum of 216 of the single-family houses in Village IV shall have garages set back of the living areas.
51. The typical architecture and plot plans are conceptually approved with this application. Plans submitted for building permits shall be consistent with these elevations in terms of style, material, and character.
52. To protect privacy, building placement that offsets side-facing second-story bedroom windows at adjacent houses shall be required.
53. The developer shall provide entry monumentation and/or landscaping to provide for a neighborhood identity.
54. All single-family houses shall have accentuated and enlarged porches, or be connected street-ward to a front patio area, and such porches may extend forward as indicated in the Final Development Plan. Specifically, models 1658, 1883, and 2000 shall require the addition of a porch or patio.

Physical Amenities, Parks, and Landscaping:

55. Decorative crosswalks, monumentation, and signage as shown in the Stonecreek Area Plan and Final Development Plan shall be provided at the intersections entering the subdivision.
56. Where sound walls are shown on the vesting tentative map, the walls shall be six-foot high decorative masonry walls in earthtone colors.
57. Sound walls shall be constructed within a non-access strip at the rear of private properties.
58. Park Improvement Plans shall be in conformance with the Stonecreek Area Plan and Final Development Plan, including number and type of all indicated park amenities enumerated there-in, and in accordance with the designs shown thereon.
59. Landscaping and site design shall substantially conform to the conceptual plans of the Final Development Plan.
60. Landscape plans shall emphasize deciduous shade tree plantings to the south and west of buildings (STONECREEK AREA PLAN EIR MITIGATION MEASURE 2).
61. Landscape plans for single-family residences shall utilize drought tolerant plantings for no less than 75 percent of landscaped areas. Turf varieties shall be chosen for drought tolerance. Irrigation systems set to minimize

water uses and spillage onto paved areas. Front yard landscaping shall be installed prior to Certificate of Occupancy.

62. Landscaping along streets (except where fronted by residential, school, or church uses, or active park area) shall utilize all drought tolerant plantings, and shall not include turf. Irrigation systems shall be designed and operated to minimize water use and spillage onto paved areas.
63. The developer shall comply with the current Park Standards, to include all park landscaping and related irrigation systems.
64. The developer shall include the following utilities in the parks: electrical, sewer connections (except for pocket parks), storm drainage, and water service.
65. Except for fees designated as Regional Park and Land Dedication Fees, all fees within this development may be used for park and park/basin development.

STANDARD CONDITIONS

General:

66. The Vesting Tentative Tract Map(s), Final Map(s), and Improvement Plan(s) shall be consistent with the Final Development Plan, as conditioned.
67. Approval and life of the Vesting Tentative Tract Map(s) shall be as set forth in the Development Agreement.
68. All development shall be consistent with the Vesting Tentative Tract Map(s), reflecting any amendments added during approval.
69. The Final Map(s) shall be in substantial compliance with the approved Vesting Tentative Tract Map(s), including the changes set forth in the conditions of approval.
70. Conditions, Covenants, and Restrictions shall be recorded for each Final Map filed for a Vesting Tentative Tract Map of more than 20 lots, in accordance with General Plan Policy LU 3.3.
71. The Improvement Plan(s) shall be submitted to the City for approval prior to/or concurrent with the application for each final map.
72. On-site improvements may be constructed prior to the recording of the Final Map(s) subject to City approval of the Improvement Plan(s) and payment of applicable plan check and inspection fees, and satisfaction of all construction period conditions of approval.
73. The project is subject to the appropriate Development Impact Fees as established by the City, and the approved Development Agreement.

74. Private property owners shall be responsible for funding maintenance of sound walls and decorative masonry walls located on private property through the lighting and landscaping district.
75. The applicant shall obtain City approval in advance for permanent and temporary on-site and off-site signs through separate sign reviews and bonding consistent with the development criteria of the Los Banos Municipal Code Sign Ordinance.
76. It is the applicant's responsibility to ensure that the development complies with the Americans with Disabilities Act requirements.
77. It shall be the responsibility of the applicant to convey copies of the conditions of approval to all contractors and sub-contractors.
78. Building permits will be issued in accordance with City Subdivision Policy that identifies the improvements required in order for a building permit to be issued.
79. Improvement Plans and Grading Plans shall delineate the location and design of all required walls and fences including retaining walls.
80. Improvement Plans shall include mailbox locations, which must be approved by the U.S. Postmaster and the City of Los Banos.

Pre-Construction and Construction:

81. All structures, foundations, and footings for future buildings on the project site shall be designed and constructed to conform with the current Uniform Building Code for Seismic Zone 4 to minimize structural damage resulting from potential seismic activity.
82. An engineering soils report shall be prepared for all projects in order to identify soil characteristics requiring special structural design. On-site and off-site structural design shall conform to the findings and recommendation of the engineering soils report. The report shall be prepared prior to issuance of a grading permit, subject to review and approval of the City Engineer.
83. The applicant for any development project shall incorporate soil erosion control measures into plans for site preparation and construction activities prior to approval of final improvement plans by the City of Los Banos. These measures shall be monitored for effectiveness by the City of Los Banos. Such measures may include, but not be limited to, the following:
 - a. Limit disturbance of soils and vegetation disturbance removal to the minimum area necessary for access and construction;
 - b. Confine all vehicular traffic associated with construction to the right-of-way of designated access roads;

- c. Adhere to construction schedules designed to avoid periods of heavy precipitation or high winds;
 - d. Ensure that all exposed soil is provided with temporary drainage and soil protection when construction activity is shut down during the winter periods;
 - e. Inform construction personnel prior to construction and periodically during construction activities of environmental concerns, pertinent laws and regulations, and elements of the proposed erosion control measures;
 - f. Compliance with National Pollution Discharge Elimination System (NPDES) permits administered by the California Regional Water Quality Control Board; and
 - g. Development of a plan to employ best management practices that reduce the level of pollutants discharged into natural waterways and wetlands (STONECREEK AREA PLAN EIR MITIGATION MEASURE 5 and 19.
84. Two points of all-weather access, at least one paved, shall be provided to all areas of the development during all phases of construction to the satisfaction of the Fire Chief in areas where residential units are under construction.
85. Temporary construction trailers shall be permitted only in areas immediately adjacent to or within that portion of the subdivision where active subdivision construction is taking place. Placement of said construction trailer is subject to the joint approval of the Public Works Director and the Community Development Director.
86. Subsequent to acceptance of improvements, during construction, and for safety purposes, the developer and assigned contractors shall keep the public right-of-way clear of obstructions, and provide for clean up on a daily basis.
87. Prior to acceptance of public improvements, all entries to the subdivision shall be barricaded to prevent the public from entering the construction site.
88. All contractors performing work relative to this project shall obtain City of Los Banos Business Licenses, prior to start of work on the project. All work performed on the project shall comply with the requirements of the State Business and Professions Code.
89. Construction shall be limited to those times allowed by City Ordinance: Monday through Friday from 7:00 am to 7:00 pm; Saturday from 8:00 am to 7:00 pm; and Sunday from 9:00 am to 7:00 pm. Properly muffled equipment shall be used.
90. Undeveloped portions of the subdivision shall be controlled of weeds and free of debris and litter.

91. Due to the possibility that significant buried cultural resources might be found during construction, the following language shall be included in any permits issued for the project site, including, but not limited to building permits for future development, subject to the review and approval of the Los Banos Planning Division:

If archaeological resources or human remains are discovered during construction, work shall be halted at a minimum of 200 feet from the find and the area shall be staked off. The project developer shall notify a qualified professional archaeologist. If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented (STONECREEK AREA PLAN EIR MITIGATION MEASURE 16).

92. In the event of an accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the City shall ensure that this language is included in all permits in accordance with CEQA Guidelines section 15064.5(e):

If human remains are found during construction there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the Los Banos Police Department contacts the coroner of Merced County to determine that no investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission within 24 hours. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent from the deceased Native American. The most likely descendent may then make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as provided in Public Resources Code Section 5097.98. The landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further disturbance if: a) the Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the commission; b) the descendent identified fails to make a recommendation; or c) the landowner or his authorized representative rejects the recommendation of the descendent, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner. (STONECREEK AREA PLAN EIR MITIGATION MEASURE 18)

93. Dust control requirements shall be included in all construction contract specifications. These construction contract specifications shall include the following San Joaquin Valley Unified Air Pollution Control District Regulation VIII, Rule 8020 fugitive dust mitigation requirements for the control of fine particulate matter (PM10) from construction activities.

- a) All disturbed areas of a construction site, including storage piles of fill dirt and other bulk materials, which are not being actively utilized for construction purposes for a period of seven calendar days or more, shall be stabilized using one or more of the following approved soil stabilization methods to effectively limit visible dust emissions. Disturbed areas shall be stabilized for the duration of the construction activity or until construction work resumes on the inactive disturbed area;

Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emission; or

Where a chemical dust stabilizer or suppressant is utilized, the stabilizer or suppressant shall be applied to effectively limit visible dust emissions; or

Where planting of trees and vegetative ground cover is utilized, vegetation shall be planted in sufficient density and watered with sufficient frequency to effectively stabilize the disturbed area and limit visible dust emissions.

Where soil moisture or natural crusting is sufficient to limit visible dust emission, no action is required.

- b) All operations shall effectively limit visible dust emissions from on-site unpaved roads and off-site unpaved access roads using one or more of the following stabilization methods. Road stabilization shall be maintained for the duration of the activity. Where soil moisture is sufficient to meet this requirement, no action is required; Traffic speed shall be limited to 15 miles per hour on unpaved surfaces;
- c) No person shall undertake any land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill operations, or demolition activities, without utilizing appropriate dust control measures during the land preparation, demolition, excavation or extraction. Appropriate dust control measures may consist of the effective application of water or pre-soaking. Excavation and grading activity shall be suspended when winds exceed 20 miles per hour;
- d) Internal combustion engines shall be maintained in proper operating condition, and idling shall be limited to 10 minutes in duration;
- e) All operations shall limit or expeditiously remove the accumulation of mud or dirt from public paved roads, including shoulders, adjacent to the site. Removal activities must comply with local requirements and procedures. Wheel washers shall be used for trucks and equipment leaving the site;
- f) The use of dry rotary brushes for removal of deposited mud/dirt carryout from a paved road shall be prohibited, except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. The use of blower devices for removal of deposited mud/dirt carryout from

subject-paved roads shall be prohibited (STONECREEK AREA PLAN EIR MITIGATION MEASURE 3).

94. Prior to issuance of a demolition or demolition associated with a building permit, the project proponent shall have an asbestos survey completed by a qualified practitioner in accordance with the regulation of the National Emission Standards for Hazardous Air Pollutants and the San Joaquin Valley Air Pollution Control District. If asbestos is discovered in the structures, a work plan shall be developed and implemented to remove and dispose of the asbestos containing materials in accordance with the established regulations (STONECREEK AREA PLAN EIR MITIGATION MEASURE 4).

Access and Circulation:

95. The developer shall be responsible for constructing public streets per the Vesting Tentative Tract Maps including, but not limited to curb, gutter and sidewalk, decorative masonry wall, and landscaping where noted. Improvements to arterials and collector streets shall be completed prior to occupancy of any use within the project boundaries, and improvements to neighborhood streets shall be complete prior to occupancy of any house that requires the street for access.
96. All proposed street signage located in the project area must be approved by the Public Works Department and shall meet all line-of-sight requirements.
97. Final Map(s) shall show a non-access strip 12 inches in width on private property along the frontage of arterial and collector streets, except at driveways, for the purpose of constructing sound walls and decorative masonry walls.
98. Prior to acceptance of the subdivision improvements, the developer shall be responsible for installation of all street and traffic control signs, pavement striping, and street name signs in accordance with City and/or Caltrans standards.
99. The developer shall be responsible for obtaining encroachment permits from the City of Los Banos prior to performing any work within the City's right-of-way.
100. All streets within private property shall be privately owned and maintained.

Fire:

101. Fire department requirements for the placement of fire hydrants shall be complete prior to approval of development permits.

102. Fire hydrants shall be installed at locations shall be approved during the Improvement Plan stage and shall be installed based upon City standards.
103. The developer, as specified by City development standards, shall install "Blue Dot" fire hydrant locators.
104. Each residence shall have 6-inch lighted address numbers of contrasting color installed on the front elevations or alternative size as agreed to by developer and Fire Chief.
105. The developer shall comply with the City Fire Codes and Regulations subject to Fire Department approval in regards to building requirements, fire hydrant placement, and sprinkler requirements.

Utilities:

106. Applicant shall construct water, sewer, and storm drainage facilities as noted on the Vesting Tentative Tract Map, in accordance with City standards. The project will comply with the current City Plans, Standards, and Specifications, all Master Plan requirements, and the applicant shall work with the Public Works Department in regards to needed infrastructure and development during the Improvement Plan review stage.
107. In conformance with the Subdivision Map Act, developer shall permit installation of underground cable television delivery systems within public utility easements. All dwellings shall be made cable ready.
108. Prior to approval of Improvement Plans or Final Maps, the developer shall obtain any necessary easements for utilities across adjoining properties.
109. All existing overhead utilities shall be placed underground with the exception of high voltage power lines. No new overhead utility lines and equipment shall be shown on Improvement Plans and Grading Plans.

Water:

110. Approved backflow devices shall be installed as required.
111. Domestic water services shall not be placed in driveways.
112. The proposed project shall conform to the requirements of the Los Banos Water Master Plan, including payment of the water impact fee adopted December 20, 2000.

Sewer:

113. Developer shall construct all on-site and off-site sewer facilities necessary to serve the project, subject to reimbursement for over-sizing, as determined by the City.

114. Prior to submission of improvement plans for the first phase of development, a Master Sewer Plan for the development shall be submitted, reviewed, and approved by the City Engineer.

Storm Drain:

115. The developer shall comply with the Storm Drainage Master Plan adopted by the City of Los Banos.
116. All development shall comply with the Phase II storm water regulations.
117. Final Improvement Plans for the storm drainage system shall be submitted to the City and reviewed and approved by the City Engineer prior to issuance of a grading permit. A grading permit may be issued as otherwise approved by the City Engineer.

Parks and Landscaping:

118. A park dedication and improvement fee shall be paid with each building permit subject to reimbursement upon completion of park improvements and parkland dedication.
119. All residential lots shall have fully landscaped front yards prior to occupancy of each dwelling.
120. Developer shall comply with the adopted street tree ordinance.
121. The applicant shall submit landscape and irrigation plans with each phase of the improvement plans for City review and approval of streetscape landscaping.

Air Quality:

122. Residences shall exceed Title 14 energy requirements. As many energy conserving features as possible should be included in the design and construction of new buildings. Examples include (but are not limited to) increased wall and ceiling insulation (beyond code requirements), energy efficient lighting, high efficiency appliances and solar assisted water heating (STONECREEK AREA PLAN EIR MITIGATION MEASURE 2).
123. Housing units shall be oriented to maximize passive solar cooling and heating when practicable (STONECREEK AREA PLAN EIR MITIGATION MEASURE 2).
124. Gas fired appliances shall be low NOx emitting appliances complying with California NOx Emission Rule #1121(STONECREEK AREA PLAN EIR MITIGATION MEASURE 2).
125. Natural gas line and electrical outlets should be included in the backyard or patio areas of residences to encourage the use of gas and/or electric

barbecues (STONECREEK AREA PLAN EIR MITIGATION MEASURE 2).

126. Electrical outlets shall be installed around the exterior of residences to encourage use of electrical landscape maintenance equipment (STONECREEK AREA PLAN EIR MITIGATION MEASURE 2)
127. Only low emitting, EPA approved fireplace inserts and/or wood stoves or natural gas fireplaces shall be installed. No open-hearth fireplaces will be allowed.
128. Developer shall comply with all applicable Indirect Source Rule requirements of the San Joaquin Valley Unified Air Pollution Control District.



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members

FROM: Mark Fachin, P.E., Public Works Director/City Engineer

DATE: November 18, 2015

SUBJECT: Storm Preparedness Presentation

TYPE OF REPORT: Informational Item

Recommendation:

Informational item only, no action to be taken.

Discussion:

There will be a brief presentation regarding Storm Preparedness.

Reviewed by:

Steve Carrigan, City Manager