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City of Coalinga
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Coalinga, CA 93210
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WHEN RECORDED, MAIL TO:

City of Coalinga
155 West Durian Avenue
Coalinga, CA 93210.

ATTN: City Clerk



FRESNO County Recorder
Robert C. Werner

DOC- 2007-0209046

Acct 5-First American Title Insurance Company

Tuesday, NOV 20, 2007 08:00:00

Ttl Pd \$0.00

Nbr-0002648676

RGR/R4/1-26

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION AGREEMENT

This Page added to provide adequate space for recording information

1

SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is entered into as of Oct 4, 2007, (the "Effective Date"), between the CITY OF COALINGA, a California municipal corporation and general law city (the "City"), and HOFMANN LAND DEVELOPMENT COMPANY, INC. (the "Subdivider"), with respect to the following:

Recitals

A. On March 3, 2005, by Resolution No. 3079, the City Council of the City approved a tentative subdivision map, TSM 5451, for Tract No. 5776 (Warthan Meadows II), a subdivision of real property within the corporate limits of the City (the "Subdivision"). The real property within Tract No. 5776 is described on Exhibit A, which is attached to and incorporated in this Agreement.

B. The Subdivider has submitted for approval a final map of the Subdivision in full compliance with State law, including the Subdivision Map Act (California Government Code §§ 66410 *et seq.*) (the "Map Act"), and the City Subdivision Ordinance.

C. The conditions of approval for the tentative map of Tract No. 5776 require improvements within and adjacent to the Subdivision and satisfaction of certain other conditions.

D. Revised improvement plans for the Subdivision, prepared by Ruggeri-Jensen-Azar & Associates, were reviewed and finally approved by the City Engineer on April 25, 2007 (the "Plans"). The Plans, including any duly approved modifications or additions thereto, are incorporated in this Agreement as though set forth herein.

E. The Map Act and the Coalinga Municipal Code require certain security to guarantee installation of the required improvements and payment of all costs in connection therewith.

F. Filing and processing fees, inspection fees, impact, connection and utility fees and all other fees relating to the Subdivision and pertaining to:

- (i) City permits, approvals, plan checking and inspection required in accordance with the Coalinga Municipal Code and State law, and
- (ii) any other permits or approvals by any other government agency,

have been paid or will be paid by the Subdivider when required; the Subdivider acknowledges the City's right to withhold and prevent occupancy of the Subdivision until such fees are paid in full.

G. The parties desire to enter this Agreement to insure performance by the Subdivider of its obligations under the City Subdivision Ordinance and the Map Act and to



specify other agreements and conditions relating to development of the Subdivision.

H. The Subdivider warrants, and the City is relying thereon in entering this Agreement, that any and all parties having record title interest in the real property within the Subdivision which may become a fee interest have subordinated to this Agreement. All such instruments of subordination, if any, are attached to and made part of this Agreement.

Based on the foregoing recitals, and in consideration of the mutual covenants, promises and agreements contained in this Agreement, the City and the Subdivider agree as follows:

Agreement

1. Improvements.
 - a. After the City Council approves this Agreement, the Subdivider shall cause all on-site and off-site subdivision improvements required by the Conditions of Approval, Exhibit B, as specified in Exhibit C (the "Improvements"), to be made and constructed within 12 months after the Effective Date. Exhibits B and C are attached to and incorporated in this Agreement. All Improvements shall be made, constructed and completed in full compliance with the requirements of the City's current "Construction Standards," the Plans as finally approved by the City Engineer, any changes or alterations in such work that may be agreed to by the City and the Subdivider, the Conditions of Approval in Exhibit B, and all applicable federal, State and local laws, codes and standards. Without limiting the foregoing, the Subdivider, its contractor and all subcontractors shall comply with the California Building Standards Code; the Building Code, the Electrical Code, the Plumbing Code and the Mechanical Code of the City; and all other applicable codes of the City as determined by the City Engineer.
 - b. The Subdivider shall pay for any and all materials, provisions and other supplies used in, upon, for or about the performance of such work, for any and all work or labor done thereon by contractors, subcontractors, laborers, materialmen and any other persons employed in performance of work on the Improvements, and for any and all amounts due under the State Unemployment Insurance Act with respect to such work or labor.
 - c. The Subdivider may request an extension of time to complete the Improvements. The request must be submitted to the City Engineer in writing not less than four weeks before expiration of the initial 12-month completion period, and must contain a statement of the facts and circumstances necessitating the extension. The City Manager may grant such extension in his or her reasonable discretion. In that regard, if any substantial change has occurred in the Subdivision during the term of this Agreement, the City Manager will have the right, subject to the City Council's approval, to impose additional reasonable conditions to the extent

allowed by law or to require reasonable adjustments in the provisions of this Agreement, including the construction standards, cost estimates and improvement security.

- d. The Subdivider shall remedy any defective work or labor or any defective materials in the Improvements, and shall pay for any damage to other work resulting therefrom, which occurs within one year after the date the City Council accepts the Improvements.
- e. If the Subdivider fails or neglects to comply with the provisions of this Agreement, the City will have the right (but not the obligation) at any time to cause such provisions to be met by any lawful means and to recover from the Subdivider and/or its sureties the full cost and expense incurred by the City in doing so. This right is in addition to and without limitation on any other remedy the City may have for the Subdivider's failure or neglect.

2. Security.

Before starting any work on the Improvements, the Subdivider shall furnish to the City security in accordance with Sections 66496 and 66499 of the Map Act for performance and completion of the Improvements and payment therefor, as follows:

- a. To secure faithful performance of this Agreement, security in the amount of \$2,457,311.00, which is equal to 100 percent of the estimated cost of the Improvements, as determined by the City Engineer;
- b. To secure payment to the Subdivider's contractor, subcontractors, materialmen, laborers and all other persons furnishing labor, materials or equipment in performance of this Agreement, security in the amount of \$1,228,655.00, which is equal to 50 percent of the estimated cost of the Improvements, as determined by the City Engineer;
- c. To secure payment of the cost of setting interior monuments, security in the amount of \$9,500.00, which is equal to 100 percent of the estimated cost of the work of setting such monuments, as determined by the City Engineer.

Also, to secure the guarantee and warranty of all completed Improvements for a period of one year following completion and acceptance of the Improvements, prior to final acceptance of any such Improvements by the City, the Subdivider shall furnish to the City security in the amount of \$245,731.10, which is equal to 10 percent of the total estimated cost of all Improvements required by the Conditions of Approval and specified on the Plans, as determined by the City Engineer.

As part of the obligations guaranteed by the security described in this Section 2, and in

addition to the face amount of the security, there will be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligations secured.

All security will be in a form acceptable to the City Attorney and the City Engineer. If the security is furnished in the form of an instrument of credit, it will be in the format approved by the City and will be attached to this Agreement. If the security is furnished in the form of a bond or bonds, the performance and payment bonds will be in the forms required by Sections 66499.1 and 66499.2 of the Map Act, as applicable, and all bonds will be executed by a corporate surety company authorized to transact surety business in the State of California. Liability for security will be limited as set forth in Section 66499.9 of the Map Act.

Release of securities will be as follows:

- a. Security given for faithful performance may be released 35 days after recording the notice of completion for the Improvements, provided that evidence of recording the notice of completion has been furnished to the City, the City Council has finally accepted all Improvements and the City has been furnished the security guaranteeing and warranting the Improvements required by this Section 2. If the performance security is an instrument of credit, it will be released in the manner provided in subdivision 66499.7(a) of the Map Act.
- b. Security given to secure payment to the contractor, the subcontractors, materialmen, laborers and other persons furnishing labor, materials or equipment may be released 60 days after the notice of completion for the Improvements is recorded, provided no stop notices, mechanics' liens or other claims thereon have been filed with the City in accordance with the Map Act.
- c. Security guaranteeing and warranting that the completed Improvements remain satisfactory during the required one-year warranty period may be released upon correction by the Subdivider of any defects in any such Improvements existing at any time during the one-year period.
- d. Security for setting of interior monuments may be released as provided in Sections 66497 and 66499.7 of the Map Act.

If any Improvements do not conform to the City-approved Plans and specifications or are defective in work or materials, and such failure to conform or defect is not corrected within the time limit specified by the City Engineer, the City will have the authority to order the necessary work done and to recover the cost of such work, as well as any costs of enforcing such obligation, including reasonable attorneys' fees and legal expenses, from the Subdivider and the Subdivider's surety or (if applicable) the financial institution providing the instrument of credit.

3. Inspection.

The City Engineer or his/her duly authorized representative will inspect all work or Improvements made in connection with the Subdivision as they progress for compliance with City requirements, including the Plans and all provisions of this Agreement. The Subdivider shall give at least 24 hours notice to the City Engineer, but not less than one full working day, prior to any desired inspection. Any Improvements installed without inspection by the City Engineer or his/her representative will be subject to rejection. However, inspection by the City will in no way relieve the Subdivider or its sureties of full responsibility for noncomplying or defective work or materials in the Improvements.

When the City Engineer has determined, based on a final inspection, that all Improvements have been satisfactorily completed in compliance with the Plans, this Agreement and other City requirements, the City Engineer shall prepare and submit to the City Council, for the City Council's consideration at its next available regular meeting, a proposed notice of completion for the Improvements together with his/her recommendation thereon. The Improvements will be approved and accepted on behalf of the City only by resolution of the City Council. If the City Council approves and accepts the Improvements, the City Engineer shall file the executed notice of completion with the Fresno County Recorder as promptly as practicable.

The Subdivider has deposited \$43,823.00 with the City prior to the Effective Date, which is the amount estimated by the City Engineer to cover the cost of inspection. If the costs of inspection exceed the initial deposit, neither final inspection nor acceptance of the Improvements will be permitted prior to receipt by the City of an additional deposit to cover the actual full costs of inspection as determined by the City Engineer.

4. Safety.

The Subdivider shall perform all work under this Agreement in accordance with the applicable sections of the most current versions of Title 3 of the California Administrative Code (CalOSHA) and the WATCH (Work Area Traffic Control Handbook) published by Building News, Inc. The Subdivider shall ensure adequate protection for members of the public who may use public roads or rights-of-way affected by the Remaining Improvements and/or work under this Agreement.

Without limiting the foregoing, the Subdivider shall place barricades and related facilities in such number and at such locations as required for public safety and compliance with law. At night such barricades will be equipped with flashing yellow lights. The City Engineer, Public Utilities Director or Police Chief will have the right to require, and the Subdivider shall promptly install or place, additional barricades or other facilities to assure public safety if any of them deem the same necessary or desirable for public safety. In addition to and without limitation on Section 6, the Subdivider will be fully responsible for all loss, liability or damages which may arise out of failure of the Subdivider, its contractor, subcontractors or any employees thereof to comply with this Section 4, whether or not on public property, and shall indemnify, defend and hold harmless the City from any and all claims, loss, liability, damages or causes of action arising

therefrom or related thereto.

5. Additional Agreements and Conditions.

- a. In addition to construction, installation and completion of the Improvements, the Subdivider shall comply with and satisfy all other Conditions of Approval specified in Exhibit B.

6. Indemnity.

The Subdivider shall indemnify, defend and hold harmless the City and its Council, boards, commissions, officers, officials, employees and agents from any and all loss, liability, costs and damages (whether in contract, statute, tort or strict liability, including without limitation death at any time, personal injury or property damage), and from any and all suits and claims in law or equity (including attorneys' fees, court costs and legal expenses), arising directly or indirectly out of or in any way connected with (i) any act, error or omission at any time of the Subdivider, its contractor(s), subcontractors or any of their respective, employees, agents or representatives in performing work under this Agreement, including without limitation work in or upon streets or other rights-of-way in the Subdivision and premises adjacent to the Subdivision; (ii) the design, construction, operation or maintenance of the Improvements specified in the Plans, or any portion thereof; or (iii) the use by any person of any patent or patented articles in the construction of the Improvements.

The foregoing paragraph will apply to the greatest extent allowed by law, but will not apply to, and the Subdivider shall not be responsible for, any loss, liability, costs, damages, suits or claims caused solely by the active negligence or willful misconduct of the City its officials, officers or employees acting within the scope of their authority.

The use of any and all streets and other Improvements will, at all times prior to final acceptance of such streets and Improvements by the City Council, be the sole responsibility and exclusive risk of the Subdivider. Issuance of any occupancy permits by the City for dwellings in the Subdivision will not be considered acceptance or approval of any streets or other Improvements in the Subdivision.

7. Insurance.

Before work is commenced pursuant to this Agreement, the Subdivider shall obtain and maintain, or cause each of its contractor(s) and subcontractors to obtain and maintain, in full force and effect during the performance of the work, at its own expense and risk, insurance on terms and conditions described in this Section and file with the City Engineer a certificate evidencing that such insurance is in full force and effect. The liability insurance will name the City, its Council, boards, commissions, officers, employees and agents as insureds or additional insureds, and will indemnify the City and such persons against liability for loss occasioned by acts or omissions of the Subdivider, or its contractor or subcontractor, as applicable, or their

respective employees under this Agreement. The insurance shall be in the following minimum limits and on at least the following terms:

- a.
 - (1) General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this Subdivision or the general aggregate limit will be twice the required occurrence limit.
 - (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

If the Subdivider itself performs any actual construction of Improvements under this Agreement, the Subdivider itself shall obtain, maintain and provide all insurance coverages and provide all insurance certificates, endorsements and other matters required by this Section 7. However, if the Subdivider itself does not perform any construction of the Improvements or any portion thereof and its contractor(s) and subcontractors are solely responsible to the Subdivider for construction of all the Improvements under this Agreement, the obtaining, maintaining and providing by each contractor or subcontractor of (i) all insurance coverages and (ii) all insurance certificates, endorsements and other matters required by this Section 7 shall be deemed the Subdivider's compliance with this section. In any case, the Subdivider shall be solely responsible for ensuring compliance with this section.

- b. The policies will contain, or will be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages.

(A) The City, its Council, boards, commissions, officers, employees and agents will be covered as insureds as to liability arising out of activities performed by or on behalf of the Subdivider/contractor/subcontractor, products and completed operations of the Subdivider/contractor/subcontractor, premises owned, occupied or used by the Subdivider/contractor/subcontractor, or automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider/contractor/subcontractor. The coverage will contain no special limitations on the scope of protection afforded to the City and such other additional insureds.

(B) The insurance will be primary insurance with respect to coverage of the City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by the City will be excess of the



Subdivider's/contractor's/subcontractor's insurance and will not contribute with it.

(C) Failure to comply with the reporting provisions of the insurance policies will not affect coverage provided to the City or its Council, boards, commissions, officers, employees or agents.

(D) The insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability.

(2) Workers' Compensation and Employer's Liability Coverages.

The Subdivider/contractor/subcontractor shall waive all rights of subrogation against the City and its Council, boards, commissions, officers, employees and agents for losses arising from work performed by the Subdivider/contractor/subcontractor or their respective subcontractors or employees under this Agreement.

- c. Each insurance policy required under this section will be endorsed to state that coverage will not be suspended, voided, canceled or reduced in coverage or limits unless at least 30 days prior written notice has been given to the City Manager by certified mail, return receipt requested. The endorsement must not contain any "best efforts" or similar qualification on the notice requirement.

If any required insurance coverage is provided by a policy which also covers the Subdivider/contractor/subcontractor or a person or entity other than the City, the policy must contain a standard form of cross liability endorsement.

- d. The Subdivider/contractor/subcontractor shall furnish the City with certificates of insurance and with original endorsements effecting the coverages required by this section. The certificates and endorsements for each insurance policy will be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements will be on forms provided by or acceptable to the City. Where, by statute, the City's workers' compensation forms cannot be used, equivalent forms approved by the State and acceptable to the City Attorney will be substituted. All certificates and endorsements must be received and approved by the City before work commences under this Agreement. On request by the City at any time during the term of this Agreement, the Subdivider shall submit, or cause its contractor or subcontractor (as applicable) to submit, complete, certified copies of the required insurance policies.
- e. Neither the limits of liability of insurance specified in this section, nor the provision of insurance and insurance certificates, endorsements and other matters by the Subdivider's contractor(s) or subcontractors under paragraph 7.a., will limit

the liability of the Subdivider under this Agreement or relieve the Subdivider for any responsibility or liability for work performed under this Agreement.

- f. All insurance required by this section will be issued by a corporate insurer authorized to do insurance business in California and having a rating of no less than A-XIII in Best's Insurance Rating Guide.

8. Approvals.

This Agreement and all securities provided pursuant to Section 2, all insurance policies or certificates and all other documents submitted pursuant to this Agreement will be subject to approval by the City Manager as to substance and by the City Attorney as to form and legal sufficiency.

9. Successors and Assigns.

This Agreement will benefit and be binding on the parties and their respective assigns, transferees and successors-in-interest.

10. Attorneys' Fees.

If either party brings a legal action or arbitration to enforce or interpret any part of this Agreement, the prevailing party in the action or arbitration will be entitled to recover from the other party reasonable attorneys' fees, court costs and legal expenses in the amounts determined by the court or tribunal having jurisdiction.

11. Notices.

All notices in connection with this Agreement must be written and given by personal delivery or first-class U.S. mail to a party at its respective address below:

To the City: City of Coalinga
Attn.: City Manager
155 W. Durian Avenue
Coalinga, CA 93210

To the
Subdivider: Hofmann Land Development Company Inc.

Notice by personal delivery will be effective on delivery; notice by mail will be effective on receipt or three days after the postmark date, whichever is earlier.

12. Modification; Amendment.

This Agreement may be modified or amended only by a written instrument, signed by duly authorized representatives of the Subdivider and the City and approved by the City Council. No other statement, action or representation will be effective to modify or amend any provision of this Agreement.

13. Governing Law; Interpretation.

- a. This Agreement will be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties will be determined, according to California law.

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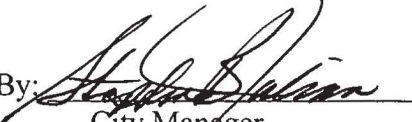
[Remainder of page left blank intentionally; Agreement continued on next page.]

- b. In interpreting this Agreement, unless the context clearly requires otherwise, singular includes plural, masculine includes feminine and vice versa, and neuter includes masculine and feminine.

* * * * *

Each party acknowledges that it has executed and entered into this Agreement as of the Effective Date.

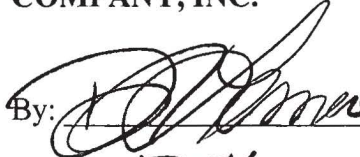
CITY OF COALINGA

By: 
City Manager

ATTEST:

By: Cindy Johnson
City Clerk

**HOFMANN LAND DEVELOPMENT
COMPANY, INC.**

By: 

Name: DT Lennon David T Lennon

Title: Pres

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of: California

County of: Contra Costa

On October 22, 2007, before me Melissa R. Osofsky Notary Public
(here insert name and title of the officer)
personally appeared David T. Lennon

Personally known to me (~~or 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 be half of which the person (~~s~~) acted, executed
the instrument.

WITNESS my hand and official seal



Signature Melissa R. Osofsky

(Seal)

EXHIBIT A

TRACT NO. 5776 DESCRIPTION

Real property located in the City of Coalinga, County of Fresno, State of California, described as follows:

Lot 158, 159, and Parcel reflected as "Designated Remainder" of Tract No. 5451, in the City of Coalinga, County of Fresno, State of California, according to the Map thereof recorded September 12, 2006, in Volume 77, Pages 32 through 35, inclusive, of Plats, Fresno County Records.

Excepting an undivided one-half interest in and to all oil, gas, petroleum, and other hydrocarbon substances and minerals located in, under and upon said property, as reserved in the Deed from Karl H. Brix and Emma Brix Fenston and Theodore F. Brix, to John K. Griffin as Trustee under the Last Will and Testament of H. H. Welsh, deceased, dated January 20, 1948, recorded March 30, 1948, as Document No. 15799, in Book 2642, Page 32 of Official Records.

Also excepting therefrom all remaining interest in and to all oil, gas, petroleum, and other hydrocarbon substances and minerals located in, under, and upon said property.

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EXHIBIT B

TRACT NO. 5776 CONDITIONS OF APPROVAL

(See Attached)

RESOLUTION 3079

A RESOLUTION OF THE CITY OF COALINGA CITY COUNCIL CERTIFYING THE INITIAL STUDY, ADOPTING A NEGATIVE DECLARATION, GENERAL PLAN AMENEMENT, AND APPROVAL WITH CONDITIONS FOR TENTATIVE SUBDIVISION MAP #04-03 (Tract # 5451)

WHEREAS, the City of Coalinga Community Development Department has received an applications for General Plan Amendment, Re-Zoning and Tentative Subdivision Map for the construction of a 351 single family lots at Fresno County Assessor's Parcel Number 083-009-006 & 036, and;

WHEREAS, a Public Hearing has been advertised and conducted pursuant to Public Resources Code Section 21092 and 21092.3, and public comment has been solicited, and;

WHEREAS, the Design Review Committee met on February 2, 2005 and recommended approval to the Planning Commission, and;

WHEREAS, the Planning Commission conducted a noticed and scheduled public hearing on February 22, 2005 and adopted Resolution #005P-003 recommending approval to the City Council, and;

WHEREAS, a Notice of Public Hearing was placed in the January 13, 2005 and February 10, 2005 editions of the Coalinga Record, all surrounding property owners within 300' of the project site were notified via U.S. Postal Service (January 13, 2005) and a Notice of Public Hearing was posted on the City Hall bulletin window (January 13 and February 10, 2005), and;

WHEREAS, the Initial Study/Proposed Mitigated Negative Declaration prepared and distributed by the City of Coalinga for a thirty (30) day local review period on January 11, 2005, and;

WHEREAS, the comment period of the Initial Study terminated on February 11, 2005, and;

WHEREAS, the City Council held the noticed Public Hearing on March 3, 2005 to take testimony with regard to the proposed Environmental Review, General Plan Amendment, Re-Zoning and Tentative Subdivision Map, and;

WHEREAS, the City Council approves the General Plan Amendment of the Land Use Map from Agricultural to Low Density Residential, and;

WHEREAS, the City Council completed its review of the proposed Tentative Subdivision Map and information contained in the Staff Report and has considered the testimony received during the public hearing process, and;

WHEREAS, the City Council has made the following findings based on the Tentative Subdivision Map proposal:

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1. The proposed project meets or exceeds minimum Municipal Code and Zoning Ordinance requirements.
2. The proposed project construction would not cause a substantial increase of traffic above that which is planned for in the area. In addition, the current LOS (Level of Service) for the existing roadway(s) would not be exceeded as a result of building the proposed project. Improvements to Highway 198 (Polk Avenue) and Merced Avenue has been included as conditions of approval to be the responsibility of the developer to complete.
3. Based on normal residential usage, the proposed single family development(s) will not impact the availability of water or sewer capacity in the area.
4. All utility connections are located near the property and are readily available for extension.
5. The orientation of the ingress/egress pattern to the project site will not create a safety or hazard concern for vehicular or pedestrian traffic.

Standard Conditions

1. This tentative tract map is granted for the land described in the application on file with the City of Coalinga. The locations of all buildings and other features shall be located and/or designed substantially as shown in the aforementioned applications, unless otherwise specified herein.
2. This tentative subdivision map shall expire within the time frames prescribed under the State Subdivision Map Act.
3. Any minor changes may be approved by the Director. Any substantial changes will require the filing of an application for an amendment to be considered either by the Director, the Planning Commission or City Council as deemed appropriate.
4. All requirements of any law, ordinance or regulation of the State of California, City of Coalinga, and any other governmental entity shall be complied with in the exercise of this approval.
5. Within thirty (30) days after the effective date of tentative subdivision map approval, the subdivider shall file with the Director written acceptance of the conditions of approval stated herein.
6. Compliance with an execution of all conditions listed herein shall be necessary, unless otherwise specified, prior to obtaining a certificate of occupancy. Deviation from this requirement shall be permitted only by written consent from the Director and/or as authorized by the Planning Commission. Failure to comply with these conditions shall render this entitlement null and void.

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7. All heating and air conditioning units shall be ground/surfaced mounted and approved for location by the Building Official.
8. The developer shall include at time of Final Map submittal a "Right to Farm" clause for the development to ensure that continued agricultural activities to the south of the property are identified.

Subdivision Design

9. This subdivision shall meet all applicable requirements of the City of Coalinga Municipal Code.
10. A dead-end street may be approved without a turn around subject to the Chief of Police and Fire Chief approval and installation of dead-end street barriers. In all other cases dead-end rights-of-ways and easements shall terminate with a minimum 50 foot radius to allow for turn around movement.
11. The project proponent shall be required to pay water, landscaping/irrigation and sewer impact fees as specified by the City of Coalinga Municipal Code at the time building permit applications are filed.
12. The project proponent shall construct drainage, sewage, water, and natural gas facilities in accordance with the plans and calculations which must be submitted to the Public Works Department for review and approval prior to construction.
13. The project proponent shall offer in dedication all necessary easements for drainage, sewer, water and other public utilities as determined by the improvement plans and as approved by the Coalinga Public Works Department.
14. Hydraulic calculations, required and approved by the Public Works Department shall be required for all drainage and sewer facilities.
15. Any construction work within the City of Coalinga right-of-way shall be accomplished under an encroachment permit issued by the Public Works Department.
16. No construction of improvements shall commence until all plans and/or calculations required by these conditions have been approved by the Public Works Department.
17. The subdivider and its contractors shall comply with the State Water Resources Control Board (SWRCB), National Pollutant Discharge Elimination System (NPDES), General Permit for Storm Water Discharges Associated with Construction Activity (General Permit).
18. Owner/Contractor must comply with the Federal Clean Water Act, Section 402(p) and the Phase II Rule regulations under the National Pollutant Discharge Elimination System (NPDES). Since the site grading is one (1)

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acre, or more, the Owner/Contractor must file a Notice of Intent (NOI) with the State Water Control Board, and submit a Storm Drain Pollution Prevention Plan (SWPPP) to the City of Coalinga, prior to obtaining a Grading Permit

19. All improvements required by the herein, stated conditions shall be:
 - a. Completed prior to final approval and recordation of the subdivision by the City or;
 - b. Guaranteed for completion within one year by furnishing security in a form as provided by Section 66499 through 66499.10 of the Government Code. The security shall be in the form and in amounts as set forth in the Coalinga Municipal Code;
 - c. Any required improvements which have been guaranteed shall be completed and approved prior to approval of any further divisions of the parcels, and;
 - d. If improvements are deferred and surety posted for completion, the applicant shall enter into an agreement with the City as provided for in the Municipal Code.
20. The project proponent shall be required to pay all taxes, past and current, including those amounts levied as of March 1, but not yet billed, on the property prior to the recording of the Final Map.
21. A Preliminary Title Report shall accompany three Final Map Check Prints at time of filing with the Public Works Department for review.
22. Any on-premise building construction sign(s) used to advertise the subdivision shall be limited to a maximum of 32 square feet. If an off-premise sign or signs are used to advertise the proposed subdivision, such sign or sign(s) shall only be permitted upon approval of a conditional use permit.
23. Proposed lighting contained within the subdivision shall be so arranged as to deflect light away from adjoining properties.
24. Street lights shall be required for all interior streets. Street lights along interior streets shall be spaced at 300 foot maximum spacing between street intersections. The standard luminaries shall be 70 watts except 200 watts at intersections.
25. The applicant shall provide two (2) 24 inch box trees for each interior lot. Additional number of street trees shall be required for corner lots as determined by the City Engineer. All street trees shall conform to the requirements listed in the publication entitled, Coalinga Street Tree and Shade Information available through the Public Works Department.

26. Project proponent shall provide varying front yard set-backs of between 20 and 25 feet as approved by the Chief Building Inspector.
27. Fire hydrants shall be required for this development. City of Coalinga Fire Chief shall verify and approve all fire hydrant locations and spacing.
28. No dead-end water mains allowed. Provide a looped water main system for all cul-de-sac streets.
29. The developer shall comply with all requirements of the Storm Drainage Master Plan adopted by the Coalinga City Council as may be impacted by this development. The proposed development shall pay drainage fees pursuant to the City's Storm Drain Master Plan. Note: Permanent storm water drainage service is not available to serve this development. The City of Coalinga recommends temporary (developer maintained) facilities until permanent service is available.
30. The developer shall provide for side yard entrances (gates) that will accommodate the City's 96 gallon solid waste containers:
 - a. The developer shall also provide for a concert walkway from the side yard fence access to the driveway for the transportation of the refuse containers.
31. The developer shall prepare a housing layout plan for review and approval by the Community Development Director prior to the acceptance of a Final Map.
32. The developer shall agree to formation and subsequent annexation into a City formed Community Services District at time of Final Map approval.
33. The project developer shall be required to construct the following improvements at the intersection of Polk and Merced Avenues at the issuance of the 50th Building Permit:
 - a. Westbound left-turn land on Polk Avenue
 - b. Median refuge area on the west leg
 - c. Intersection lighting
34. The eastbound shoulder shall be constructed with a full structural section to facility future widening for a right turn lane.

Engineering Conditions

35. The proposed development shall construct and/or dedicate permanent storm drainage and flood control facilities located within the development or required by any off-site improvements in accordance with the City of Coalinga Storm Drain Master Plan.
36. The proposed development appears to be located within a 100-year flood prone area as designated on the latest Flood Insurance Rate Map,

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necessitating appropriate floodplain management action. Comply with Chapter 5 "Floodplain Management" of the Coalinga Municipal Code. All proposed development activity within the Floodplain shall be subject to a detailed Hydrological Flood Hazard Investigation.

37. Comply with requirements of the Department of Fish and Game San Joaquin Valley – Southern Sierra Region 4 for permitted uses of the Warthan Creek and habitat setback within the proposed development.
38. Comply with requirements of the Coalinga Fire Department and Coalinga Police Department.
39. Provide 10-foot public utility easements along all lots fronting on a public street.
40. Merced Avenue shall be dedicated 30 feet west of the section line and 52 feet east of the section line for Public Street proposes. The proposed Merced Avenue centerline along the development frontage shall be 11 feet east of the section line and improved to an 82-foot collector street standard. The developer shall be responsible for obtaining all necessary street dedications, all as required by the City Engineer.
41. The proposed Merced Avenue centerline from the development limits to Polk Street (Highway 33) shall be 11 feet east of the section line. Improvements shall be as directed by the City Engineer and as recommended by a Traffic Impact Study. At minimum, road improvements shall consist of two (2) 12 foot travel lanes. The developer shall be responsible for obtaining all necessary street dedications.

The developer shall comply with all requirements as specified by Caltrans at the Polk Street (Highway 33) and Merced Avenue intersection.

42. Lucile Avenue alignment shall be dedicated to collector street standards along the entire south boundary of the development. Lucile Avenue improvements shall consist of full width collector street section between Merced Avenue and the 82 foot collector street as shown on the Tentative Map. The construction requires certain improvements on adjoining property. It shall be the responsibility of the developer to enter into an agreement with the adjoining property owner that at such time when development occurs the remaining undeveloped portion of Lucile Avenue shall be constructed to a full width street section.

The developer shall establish a one (1) foot non-access strip along the southerly right-of-way for the Lucile Avenue construction within the adjoining property.

43. "E" Street and "A" Street as shown on the Tentative Map shall be developed as a 72 foot collector street.

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44. Direct vehicular access shall be prohibited on lots adjacent to and/or abutting Merced Avenue, Lucile Avenue, "E" Street and "A" Street as shown on the Tentative Map.
45. The developer shall install landscaping along Merced Avenue, Lucile Avenue, "E" Street and "A" Street as required and approved by the City of Coalinga.

The developer shall submit landscaping and irrigation design plans to include median island landscaping and which incorporates a six (6) foot high sound wall.
46. The nearest available sewer facility to serve this proposed development is located on Polk Street approximately 2100 feet east of Merced Avenue. It shall be the responsibility of the project developer to extend sewer facilities to the project site as directed by the City Engineer.
47. The nearest available water and natural gas facilities to serve this proposed development are located at Polk Street and Merced Avenue. It shall be the responsibility of the project developer to extend water and natural gas facilities to the project site as directed by the City Engineer.
48. Provide a second street tie-in to the two (2) single street entrance neighborhoods within the development.
49. Lots 261, 282 and 306 shall conform to the lot depth requirements of the R-1 zone district.

Incidental Conditions

50. Construction hours shall be limited to normal working hours. All construction equipment shall be properly maintained and muffled to avoid nuisances to the surrounding or neighboring property owners.

Weekdays from 7:00 a.m. to 6:00 p.m.;
Saturday from 8:00 a.m. to 5:00 p.m.;
Sunday and Holidays – no construction allowed unless authorization is granted by the City Manager.
51. The project applicant and/or land developer shall adhere to the San Joaquin Valley Unified Air Pollution Control District Regulation VIII through the implementation of the following measures to reduce air pollutant emissions generated during the construction phase of the project:
 - a. On-site vehicle speed on unpaved roads shall be limited to 15 miles per hour;
 - b. Loaded haul trucks, operating at speeds over 15 miles per hour, shall be equipped with tarpaulins or other effective covers, or shall maintain at least two feet of freeboard;

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- c. Water trucks shall be used regularly to reduce dust and particulates generated during construction and along non-paved surfaces;
- d. Construction shall be restricted or banned on days of high winds (exceeding 30 miles per hour).

52. Air Quality Design

- a. Trees should be carefully selected and located to shade the structures during the hot summer months. This measure should be implemented on the southern and western exposures. Deciduous trees should be considered since they provide shade in the summer and allow sun to reach residences during cold and winter months.
- b. Housing units should be oriented to maximize passive solar cooling and heating when practicable.
- c. Buildings to use central water heating systems.
- d. As many energy saving features as possible.
- e. Provide electric outlets for exterior yard maintenance equipment.
- f. Any gas fired appliances should be low nitrogen oxide (NOx) emitting appliances complying with California NOx Emissions Rule #1121.
- g. Limit the amount or type of wood-burning devices installed to EPA certified wood-stoves instead of open hearth.
- h. Pedestrian enhancing infrastructure that includes sidewalks and pedestrian paths; direct pedestrian connections; street tree to shade sidewalks; pedestrian safety designs/infrastructure.
- i. Provide transit-enhancing infrastructure that includes: transit shelters, benches, etc.; street lighting, route signs and displays; and/or bus turnouts.

53. Cultural Resource Management

- a. If the project construction results in the disturbance of subsurface paleontological, archaeological or historical resources as a result of excavation activities, the following provisions shall be followed:
- b. If subsurface cultural material is uncovered during construction, work within 30 feet is required to be cease until a qualified archaeologist can complete a significance evaluation of the find(s). If human remains are found the County Coroner must be notified and the provisions specified in Section 15064.5 of the CEQA Guidelines shall be adhered to;

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- c. If cultural material is uncovered the contractor shall contact the City Community Development Department, and report the incident immediately;
- d. The project applicant and/or land developer is responsible for informing any contractor participating on the project of these provisions in writing.

54. Biological Resources:

- a. Pre-Construction Survey (30 days) prior to initiation of development activities shall be conducted by a qualified biologist;
- b. The scope of work for the survey shall be approved by the Community Development Director;
- c. The survey findings must be received and accepted by the City prior to the issuance of any construction permits, including grading;
- d. If mitigation measures are required the property owner, developer and/or successor's-in-interest shall be solely responsible for the implementation of said measures;
- e. The property owner, developer and/or successor's-in-interest are responsible for all costs associated with the completion of the survey, including a 10% administrative fee.
- f. The developer shall provide a 100 foot buffer along Warthan Creek or as required by the California Department of Fish and Game.

55. Habitat Conservation:

The subdivider shall comply with the requirements of Section 8-1.B.05 of the Coalinga Municipal Code for endangered species mitigation.

The habitat conservation mitigation fee shall be subject to only the acreage being planned for urban development. The remainder parcel acting as the habitat buffer from Warthan Creek is not subject to the HCP mitigation fee.

56. Density Bonus Lots:

- a. The developer shall prepare and provide to the Community Development Director architectural standards and designs of the homes to be constructed prior to the issuance of a building permit;
- b. The design of the density bonus sections of the development must be approved by the Community Development Director, which may include the following:

Spacing of street trees;
Varying set-backs;

Alternating garage locations;

- c. The developer may submit for review and approval alternating reduced side yards in order to provide adequate access for the refuse containers.
- 57. Widen the entrance street to the two (2) single street entrance neighborhoods within the development to provide for two (2) twenty (20) foot travel lanes separated by a ten (10) foot landscaped Median Island.
- 58. The Tentative Subdivision Map may be allowed to be developed in phases in accordance with the provisions of the Subdivision Map Act subject to the approval of the Community Development Director and City Engineer.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission recommends the following conditions of approval to the City Council for consideration:

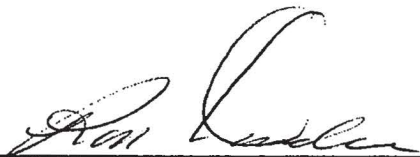
PASSED AND ADOPTED, by the City of Coalinga City Council at a regularly scheduled meeting held on the 3rd day of March 2005.

AYES: Pressey, Balling, Hill, Ramsey, Lander

NOES: None

ABSTAIN: None

ABSENT: None



Ron Lander, Mayor

ATTEST:



Deputy City Clerk



EXHIBIT C

TRACT NO. 5776 LIST OF IMPROVEMENTS

Street Improvements

AC pavement construction
Concrete curb and gutter
Concrete sidewalks
Concrete wheelchair ramps
Concrete driveway approaches
Concrete valley gutter
Six-foot decorative wall
Street signage
Street lights
Landscape and irrigation facilities

Sewer Systems

Sanitary sewer mains
Sewer manholes
Sewer house branches
Tie to existing sewer mains

Domestic Water System

Domestic water mains and new water main across Warthan Creek
Water services with meter boxes and meters
Fire hydrants
Water valves
Water blow-offs
Wet tie to existing water mains

Gas System

Gas mains
Gas services with regulator(s) and meter(s)
Gas valves
Tie to existing gas mains

Storm Sewer System

Storm drain mains
Storm drain manholes
Drain inlets

