



MAYOR:	JOHN LIZALDE	CITY ADMINISTRATOR:	CRUZ W RAMOS
MAYOR PRO TEM:	ARISTON JULIAN	CITY ATTORNEY:	PHILIP F. SINCO
COUNCIL MEMBER:	GINA RUBALCABA	CITY CLERK:	JOICE E. RAGUZ
COUNCIL MEMBER:	TONY RAMIREZ	CITY TREASURER:	MEGAN LIZALDE
COUNCIL MEMBER:	VIRGINIA PONCE		

AGENDA

GUADALUPE CITY COUNCIL

SPECIAL MEETING

TUESDAY, AUGUST 28, 2018

6:00 PM

City Hall, Council Chambers
918 Obispo Street, Guadalupe, California 93434

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's office, (805) 356-3891. Notification of at least 72 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

*If you wish to speak concerning any item on the agenda, please complete the Request to Speak form that is provided at the rear of the Council Chambers prior to the completion of the staff report and hand the form to the City Clerk. **Note:** Staff Reports for this agenda, as well as any materials related to items on this agenda submitted after distribution of the agenda packet, are available for inspection at the office of the City Administrator, City Hall, 918 Obispo Street, Guadalupe, California during regular business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday; telephone (805) 356-3891.*

1. **MOMENT OF SILENCE.**
2. **PLEDGE OF ALLEGIANCE.**
3. **ROLL CALL.** Council Members Tony Ramirez, Virginia Ponce, Gina Rubalcaba, Ariston Julian and Mayor John Lizalde.
4. **COMMUNITY PARTICIPATION FORUM.**

Each person will be limited to a discussion of 3 minutes or as directed by the Mayor. This time is reserved to accept comments from the public on Consent Agenda items, Closed Session items, or matters not otherwise scheduled on this agenda. Pursuant to provisions of the Brown Act, no action may be taken on these matters unless they are listed on the agenda, or unless certain emergency or special circumstances exist. City Council may direct Staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

5. **APPROVAL OF FINAL MAP, TRACT 29062, PASADERA PROJECT.**

- a. Written staff report (Jeff van den Eikhof, City Engineer)
- b. City Council discussion and consideration.
- c. It is recommended that the City Council:
 - 1) Adopt Resolution No. 2018-50, approving the Final Map for Tract 29062; and
 - 2) Approve Subdivision Improvement Agreement and authorize Mayor Lizalde to execute on behalf of the City.


6. **CLOSED SESSION.**

- a. **PUBLIC EMPLOYEE APPOINTMENT**
(Subdivision (b)(1) of Gov. Code Section 54957)
Title: Director of Public Safety

CLOSED SESSION ANNOUNCEMENT.

7. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the City Hall display case, the Water Department and the City Clerk's office not less than 24 hours prior to the meeting. Dated this 24th day of August 2018.

By:  For Cruz Ramos
Cruz Ramos, City Administrator



AGENDA REPORT

SUBJECT/TITLE:

APPROVAL OF FINAL MAP, TRACT 29062, PASADERA PROJECT

RECOMMENDATION:

1. **ADOPT RESOLUTION NO. 2018-50 , APPROVING THE FINAL MAP FOR TRACT 29062**
2. **APPROVE SUBDIVISION IMPROVEMENT AGREEMENT AND AUTHORIZE MAYOR TO EXECUTE ON BEHALF OF THE CITY**

EXECUTIVE SUMMARY:

In 2012, the City entered into a development agreement with RCT 2003, LLC, the developer of the DJ Farms/Pasadera property at the City's southern edge. As part of that development, the developer has taken steps to subdivide the property into smaller parcels for development. One such parcel, Tract 29062, was sold to an affiliated company of the developer, GB Land 4, LLC. The City Council previously approved a tentative map for Tract 29062, which is also commonly referred to as "Lot 4" of the Pasadera project. The developer submitted a final tract map for approval by the City Council that is substantially the same as the approved tentative map. The map further subdivides Lot 4 into 224 individual lots for construction and sale of detached single family dwellings and related improvements. The lots will be created in conformance with the adopted DJ Farms Specific Plan. The final map has met all the conditions, and the map was approved by the City Engineer as being in conformity with the tentative tract map and the conditions of approval.

Under Section 17.28.040 of the City's municipal code:

B. The City Engineer shall examine the map as to its technical accuracy, conformity with the approved tentative map, and compliance with all applicable laws and regulations. In the event the City Engineer determines that there is a noncompliance, the subdivider shall cause the map to conform, and shall comply with the regulations.

C. The City Engineer shall determine that all conditions of approval have been satisfied, and that all required bonds or cash deposits have been received.

D. When the City Engineer is satisfied that the map is technically correct, conforms to the approved tentative map and any conditions of approval,

Agenda Item: _____

and complies with all applicable laws and regulations, the City Engineer will notify in writing the registered engineer or licensed surveyor who prepared the map and request delivery of the original tracings of the final map. Upon receipt of the final map, the City Engineer shall execute his or her certificate on the original tracing of the final map, as provided in Section 11593 of the Business and Professions Code, and will transmit the same to the City Clerk. The City Council shall approve the map at its next regular meeting, if it conforms with all the requirements of applicable laws and regulations made thereunder.

There are similar provisions under the California Subdivision Map Act. In addition, the Subdivision Map Act and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps (establish as a condition precedent to the approval of a final map that a developer must have either; (1) completed, in compliance with City standards, all of the required subdivision improvements; or (2) entered into a secured agreement with City to complete the required improvements within a period of time specified by the City. The developer has previously provided a cash deposit agreement to cover the expenses of the subdivision improvements in lieu of bonding for the improvements, but an actual agreement to impose the requirement of completing the improvements is necessary as well. Therefore, the attached subdivision improvement agreement has been prepared for Council approval.

FISCAL IMPACT: There is no direct fiscal impact to the City anticipated from the approval of the final map, but approval of the map will permit the developer to continue its development of the property in accordance with previously approved plans.

ALTERNATIVE OPTIONS:

1. Do not approve final map and provide additional direction to staff — this option is not recommended, as the map has been reviewed by the City Engineer and has been found to be in substantial conformance with the tentative map and the conditions of approval.

ATTACHMENTS:

1. Resolution No. 2018-50, approving the final map for Tract 29062
2. Tract Map 29062 (Reduced)
3. Resolution No. 2016-03 approving Vesting Tentative Tract Map No. 29062
4. Subdivision Improvement Agreement for Tract 29062

Prepared by: Jeff van den Eikhof, City Engineer

Meeting Date: 28 August 2018

City Administrator Approval: _____



Agenda Item: _____

RESOLUTION NO. 2018-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE APPROVING THE FINAL MAP FOR TRACT 29062

WHEREAS, GB Land 4, LLC, the Owners/Developers of Tract 29062, have submitted a signed Subdivision Improvement Agreement with the City wherein the Owner/Developers will provide certain public improvements; and

WHEREAS, the Owner/Developer has submitted Final Tract Map No. 29062 for City Council approval; and

WHEREAS, the Owner/Developer is providing the City with performance security for the Subdivision Improvement Agreement in a form approved by the City Attorney, assuring completion of all required improvements; and

WHEREAS, the City Engineer has reviewed the Final Map and finds it to be in substantial compliance with City Standards, the City of Guadalupe Municipal Code, and Tentative Tract Map for Tract 29062;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The City Council of the City of Guadalupe hereby approves the Final Map for Tract 29062, and authorizes and directs the City Administrator to sign and the City Clerk to attest, seal and deliver said Map to the office of the Santa Barbara County Recorder.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a special meeting on the 28th day of August, 2018 by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. Resolution No. 2018-50, has been duly signed by the Mayor and attested by the City Clerk, all at a special meeting of the City Council, held August 28, 2018, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

John Lizalde, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

TRACT NO. 29,062

OWNER'S STATEMENT
I HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE AN INTEREST IN THE LAND WHICH IS THE SUBJECT OF THIS INSTRUMENT. WE HAVE READ THE INSTRUMENT AND THE TERMS AND CONDITIONS OF THE INSTRUMENT AND WE UNDERSTAND THE NATURE AND EXTENT OF THE OBLIGATIONS AND LIABILITIES ASSUMED BY US AND WE CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES.

WE HEREBY OFFER TO DEDICATE TO THE CITY OF GUADALUPE, IN FEE, LOTS 218, 219, 220, 221, 222, 223, AND 224 AS SHOWN HEREON.

WE ALSO HEREBY OFFER TO DEDICATE LA JOYA DRIVE, JALAMA DRIVE, LADERA DRIVE, LAZO DRIVE, NINOS DRIVE, HACIENDA DRIVE, NORTH CARRASCO DRIVE, AND SOUTH CARRASCO DRIVE FOR PUBLIC ROAD EASEMENTS, PUBLIC UTILITY EASEMENTS, WATER UTILITY EASEMENTS AND SEWER UTILITY EASEMENTS TO THE CITY OF GUADALUPE.

WE ALSO HEREBY OFFER TO DEDICATE ALL EXISTING PUBLIC STREET EASEMENTS, ARROYO SECO ROAD, BUENA VISTA, MANZANITA STREET AND OBRSO STREET AS PUBLIC UTILITY EASEMENTS, WATER UTILITY EASEMENTS, AND SEWER UTILITY EASEMENTS TO THE CITY OF GUADALUPE.

WE ALSO HEREBY OFFER TO DEDICATE THE TWO FOOT STRIP OF LAND AS SHOWN HEREON FOR PUBLIC ROAD EASEMENT, PUBLIC UTILITY EASEMENT, WATER UTILITY EASEMENT AND SEWER UTILITY EASEMENT TO THE CITY OF GUADALUPE.

WE ALSO HEREBY OFFER TO DEDICATE TO THE CITY OF GUADALUPE THE EASEMENTS SHOWN HEREON FOR THE PURPOSES SET FORTH:

- A) WE HEREBY OFFER TO DEDICATE A WAIVER OF THE ABUTTER'S ACCESS RIGHTS TO AND FROM THE FOLLOWING LOTS TO THE ADJOINING PUBLIC ROAD EASEMENTS AS FOLLOWS: LOTS 26 THROUGH 43 SHALL HAVE ACCESS RIGHTS WAIVED TO OBRSO STREET.
- B) LOTS 1 THROUGH 26 SHALL HAVE ACCESS RIGHTS WAIVED TO BUENA VISTA ROAD.
- C) LOT 1 SHALL HAVE ACCESS RIGHTS WAIVED TO ARROYO SECO ROAD.
- D) LOT 43 SHALL HAVE ACCESS RIGHTS WAIVED TO MANZANITA STREET.

GB LAND 4, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: CLOVERFIELD MGMT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER

NAME PRINTED: MARK LECKLEY
TITLE: PRESIDENT
NAME PRINTED: MARK KELTON
TITLE: VICE PRESIDENT

BASIS OF BEARINGS
THE "BASIS OF BEARINGS" FOR THIS SURVEY IS THE EASTERLY LINE OF LOT 4 OF TRACT MAP 29,060 PER BOOK 206, PAGES 9 THROUGH 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY, BETWEEN FOUND MONUMENTATION AND HAVING A BEARING OF N00°40'00"E, SHOWN HEREON ON PAGE 2.

CITY COUNCIL'S STATEMENT

I HEREBY STATE THAT THIS SUBDIVISION MAP WAS DULY ADOPTED AND APPROVED BY THE CITY OF GUADALUPE ON _____, 20____, AND THAT THE CITY COUNCIL AGREED TO ACCEPT THE DEDICATION OF LA JOYA DRIVE, JALAMA DRIVE, LADERA DRIVE, LAZO DRIVE, NINOS DRIVE, HACIENDA DRIVE, NORTH CARRASCO DRIVE, AND SOUTH CARRASCO DRIVE FOR PUBLIC ROAD EASEMENTS, PUBLIC UTILITY EASEMENTS, WATER UTILITY EASEMENTS, AND SEWER UTILITY EASEMENTS, AND ALSO ACCEPT ALL EXISTING PUBLIC STREET EASEMENTS, ARROYO SECO ROAD, BUENA VISTA ROAD, AND OBRSO STREET AS PUBLIC UTILITY EASEMENTS, AND SEWER UTILITY EASEMENTS, AND ALSO ACCEPT THE TWO FOOT STRIP OF LAND AS SHOWN HEREON FOR PUBLIC ROAD EASEMENT, PUBLIC UTILITY EASEMENT, WATER UTILITY EASEMENT AND SEWER UTILITY EASEMENT, AND ALSO ACCEPT PUBLIC UTILITY, CABLE TV, TELEPHONE, TREE PLANTING AND MAINTENANCE EASEMENTS AND ALSO ACCEPT THE WAIVER OF THE ABUTTER'S ACCESS RIGHTS TO AND FROM THE SPECIFIED PUBLIC STREET EASEMENTS TO LOTS 218, 219, 220, 221, 222, 223, AND 224 IN FEE AS SHOWN HEREON UPON COMPLETION OF THE PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY, AND THAT THE CITY CLERK WAS DULY AUTHORIZED AND DIRECTED TO ENDORSE HEREON ITS APPROVAL OF THE SAME AND ITS ACCEPTANCE OF SAID STREETS, EASEMENTS, LOTS, AND WAIVER.

JOICE E. RAGUZ
CLERK OF THE CITY COUNCIL OF THE CITY OF GUADALUPE
DATE _____

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 GUADALUPE BEACH, LLC ON DECEMBER 2, 2013.

I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON AND THAT THEY WERE PLACED IN THOSE POSITIONS BEFORE DECEMBER 2013, AND THAT THE MONUMENTS ARE IN THOSE POSITIONS BEFORE THE SURVEY TO BE TRACED, AND THAT THIS FINAL MAP, SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

KENNY L. FARGEN L.S. 4597
CITY ENGINEER'S STATEMENT
I, JEFF VAN DEN EKHOFF, CITY ENGINEER OF THE CITY OF GUADALUPE, HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS HEREOF THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF ANY, HAVE BEEN COMPLIED WITH.

JEFF VAN DEN EKHOFF R.C.E. 59,820
CITY ENGINEER
DATE _____

CITY SURVEYOR'S STATEMENT
I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF DIVISION 2 OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

KENNETH J. WILSON P.L.S. 7911
CITY SURVEYOR
DATE _____

RECORDER'S STATEMENT
FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF MAPS, RECORDS OF SANTA BARBARA COUNTY, AT PAGE(S) _____ AT THE REQUEST OF KENNY L. FARGEN.
JOSEPH E. HOLLAND
COUNTY CLERK-RECORDER-ASSESSOR
DEPUTY
BY: _____

CLERK OF THE BOARD STATEMENT
MONA MIYASATO, CLERK OF THE BOARD OF SUPERVISORS OF SANTA BARBARA COUNTY, DO HEREBY STATE, PURSUANT TO GOVERNMENT CODE SECTION 66464 OF THE SUBDIVISION MAP ACT, THAT CERTIFICATES AND DEPOSITS REQUIRED UNDER GOVERNMENT CODE SECTIONS 66492 AND 66493 ON THE PROPERTY WITHIN THIS SUBDIVISION HAVE BEEN FILED AND MADE.
MONA MIYASATO
CLERK OF THE BOARD OF SUPERVISORS
DATE _____
BY: _____ DEPUTY _____

San Joaquin Superior Ink
2624 AIRPARK DRIVE
SANTA MARIA, CA 93455
PHONE: 805-934-5727
FAX: 805-934-3448
DATE: OCT., 2017

JOB: 17027 SHEET 1 OF 8

MINERAL RIGHTS HOLDERS

THE SIGNATURES OF THE FOLLOWING MINERAL HOLDERS HAVE BEEN OMITTED PURSUANT TO GOVERNMENT CODE (66436)(C) (STATE RESPONSES FILED AND RECORDED DECEMBER 22, 2016.)
1. SMV MINERALS, INC., A CALIFORNIA CORPORATION AND ADDISON NATURAL RESOURCES, LLC. RECORDED DECEMBER 22, 2016.

EASEMENT HOLDERS

THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 66436(G)(3)(A)(i) OF THE GOVERNMENT CODE (STATE RESPONSES FILED AND RECORDED DECEMBER 22, 2016.)
1. SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, PER INSTRUMENT NO. 2016-49702, RECORDED SEPTEMBER 23, 2016.
2. CITY OF GUADALUPE, PER RESOLUTION NO. 2016-96, ADOPTED AUGUST 23, 2016.
3. CHENIERE THERMOCORP, COMPANY OF CALIFORNIA PER 2082-OR-880, DATED DECEMBER 9, 1984 FOR TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND INCIDENTAL PURPOSES.

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.
COUNTY OF CALIFORNIA
ON _____, 20____, BEFORE ME, _____, 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 WHOSE SIGNATURE(S) IS/ARE CORRECTLY EXHIBITED BY HIS/HER/THEIR HIS/HER/THEIR AUTHORIZED CAPACITY (IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ NAME PRINTED _____
COMMISSION EXPIRES _____ COMMISSION NO. _____
PRINCIPAL OFFICE LOCATED IN THE COUNTY OF _____

NOTARY
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.
COUNTY OF CALIFORNIA
ON _____, 20____, BEFORE ME, _____,

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 WHOSE SIGNATURE(S) IS/ARE CORRECTLY EXHIBITED BY HIS/HER/THEIR HIS/HER/THEIR AUTHORIZED CAPACITY (IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ NAME PRINTED _____
COMMISSION EXPIRES _____ COMMISSION NO. _____
PRINCIPAL OFFICE LOCATED IN THE COUNTY OF _____

BENEFICIARY'S STATEMENT
ALLIED FARMS, INC., A CALIFORNIA CORPORATION, UNDER DEED
OF TRUST RECORDED SEPTEMBER 11, 2017 AS INSTRUMENT
NO. 2017-0043620 OF OFFICIAL RECORDS.

NAME PRINTED: _____ DATE _____
TITLE: _____

NAME PRINTED: _____ DATE _____
TITLE: _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS
STATEMENT SHALL BE RESPONSIBLE FOR THE INDIVIDUAL WHO
SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED,
AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT
DOCUMENT.

NOTARY

STATE OF CALIFORNIA
COUNTY OF _____

PERSONALLY APPEARED _____, BEFORE ME, _____,
ON _____, 20____, BEFORE ME.

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/HEY EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED OR CAPACITY (IES), AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE FOREGOING INSTRUMENT, HE/SHE/HEY EXECUTED THE SAME
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ NAME PRINTED _____
COMMISSION EXPIRES _____ COMMISSION NO. _____

PRINCIPAL OFFICE LOCATED IN THE COUNTY OF _____

NOTARY

STATE OF CALIFORNIA
COUNTY OF _____

PERSONALLY APPEARED _____, BEFORE ME, _____,
ON _____, 20____, BEFORE ME.

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/HEY EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED OR CAPACITY (IES), AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE FOREGOING INSTRUMENT, HE/SHE/HEY EXECUTED THE SAME
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ NAME PRINTED _____
COMMISSION EXPIRES _____ COMMISSION NO. _____

PRINCIPAL OFFICE LOCATED IN THE COUNTY OF _____

TRACT NO. 29,062

A SUBDIVISION OF LOT 4 OF TRACT
29,060, IN THE CITY OF GUADALUPE,
COUNTY OF SANTA BARBARA, STATE OF
CALIFORNIA, PER MAP FILED IN BOOK
206, PAGES 9 THROUGH 15 OF MAPS,
IN THE OFFICE OF THE COUNTY
RECORDER OF SAN COUNTY.

ABANDONMENT STATEMENT

THIS IS TO CERTIFY THAT PURSUANT TO SECTION 66499.20.2 OF THE SUBDIVISION
MAP ACT, THE FILING OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF ANY
PORTIONS OF THE PUBLIC UTILITY EASEMENTS SHOWN WITHIN LOT 4 OF TRACT NO.
29,060, IN THE CITY OF GUADALUPE, COUNTY OF SANTA BARBARA,
SANTA BARBARA COUNTY RECORDS, AND ACCEPTED BY THE CITY OF GUADALUPE
RESOLUTION NO. 2016-56, AS APPROVED AND ADOPTED AUGUST 23, 2016, LYING
WITHIN THE EXTERIOR BOUNDARY OF THIS SUBDIVISION NOT SHOWN ON THIS MAP.

JOICE E. RAGUZ _____ DATE _____
CLERK OF THE CITY COUNCIL OF THE CITY OF GUADALUPE

**COMMUNITY DEVELOPMENT
DIRECTOR'S STATEMENT**

HEREBY STATE THAT THIS MAP OF TRACT NO. 29,062 SUBSTANTIALLY CONFORMS
TO THE CITY OF GUADALUPE, CALIFORNIA CITY ENGINEER'S REPORT OF THE
CITY OF GUADALUPE, STATE OF CALIFORNIA ON FEBRUARY 9, 2016 BY RESOLUTION
NO. 2016-03.

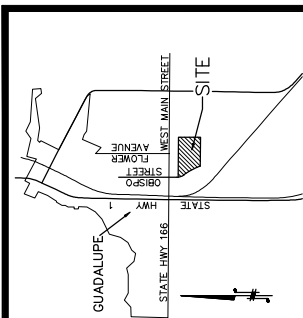
CRUZ RAMOS _____ DATE _____
COMMUNITY DEVELOPMENT
DIRECTOR OF THE CITY OF
GUADALUPE



2624 AIRPARK DRIVE
SANTA MARIA, CA 93455
PHONE: 805-934-5727
FAX: 805-934-3448
DATE: OCT., 2017

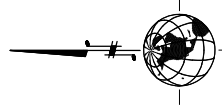
JOB: 17027

SHEET 2 OF 8

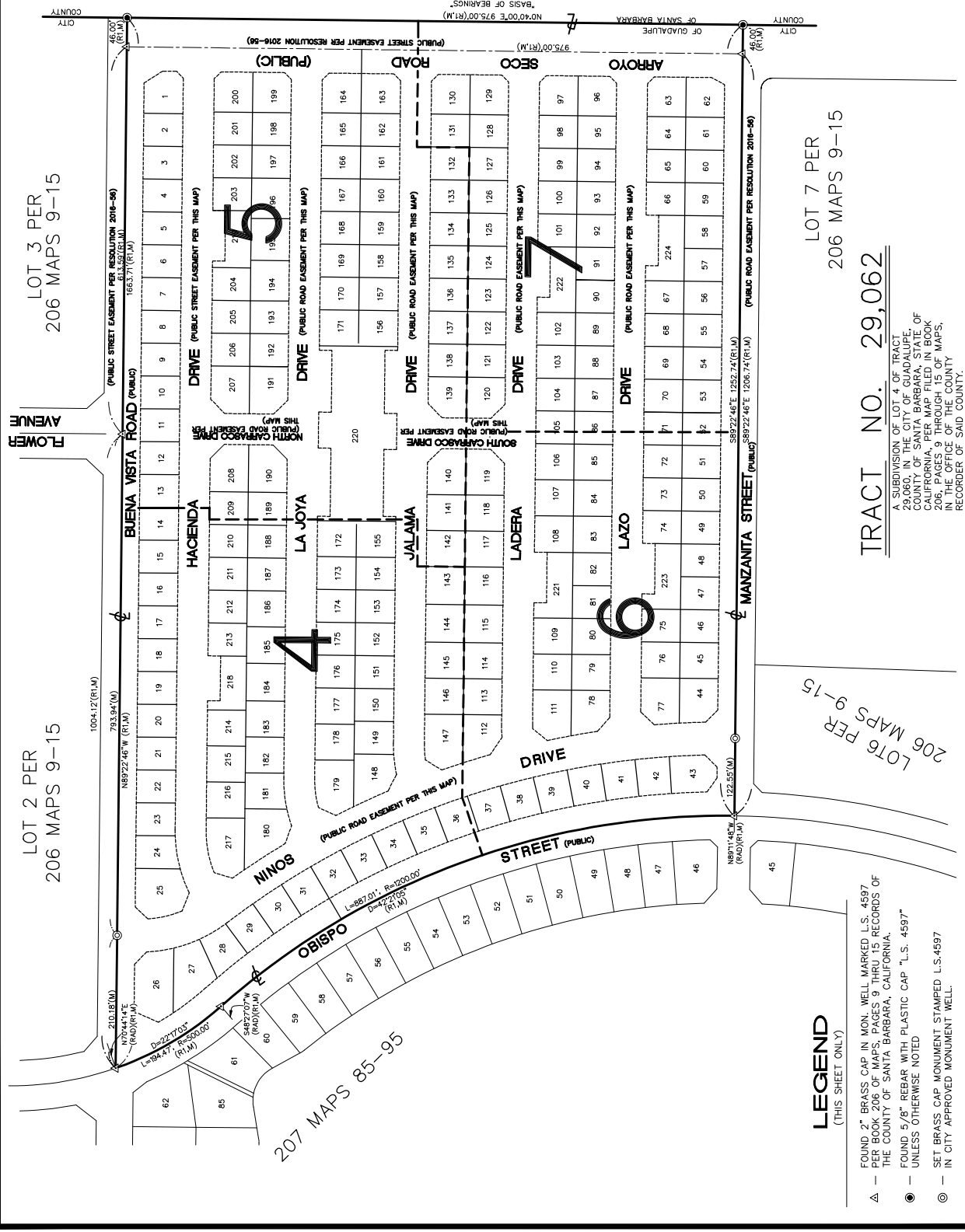


SCALE: NONE

BK A RACK MAP P 3
LOT 13 PER MAP 9-3



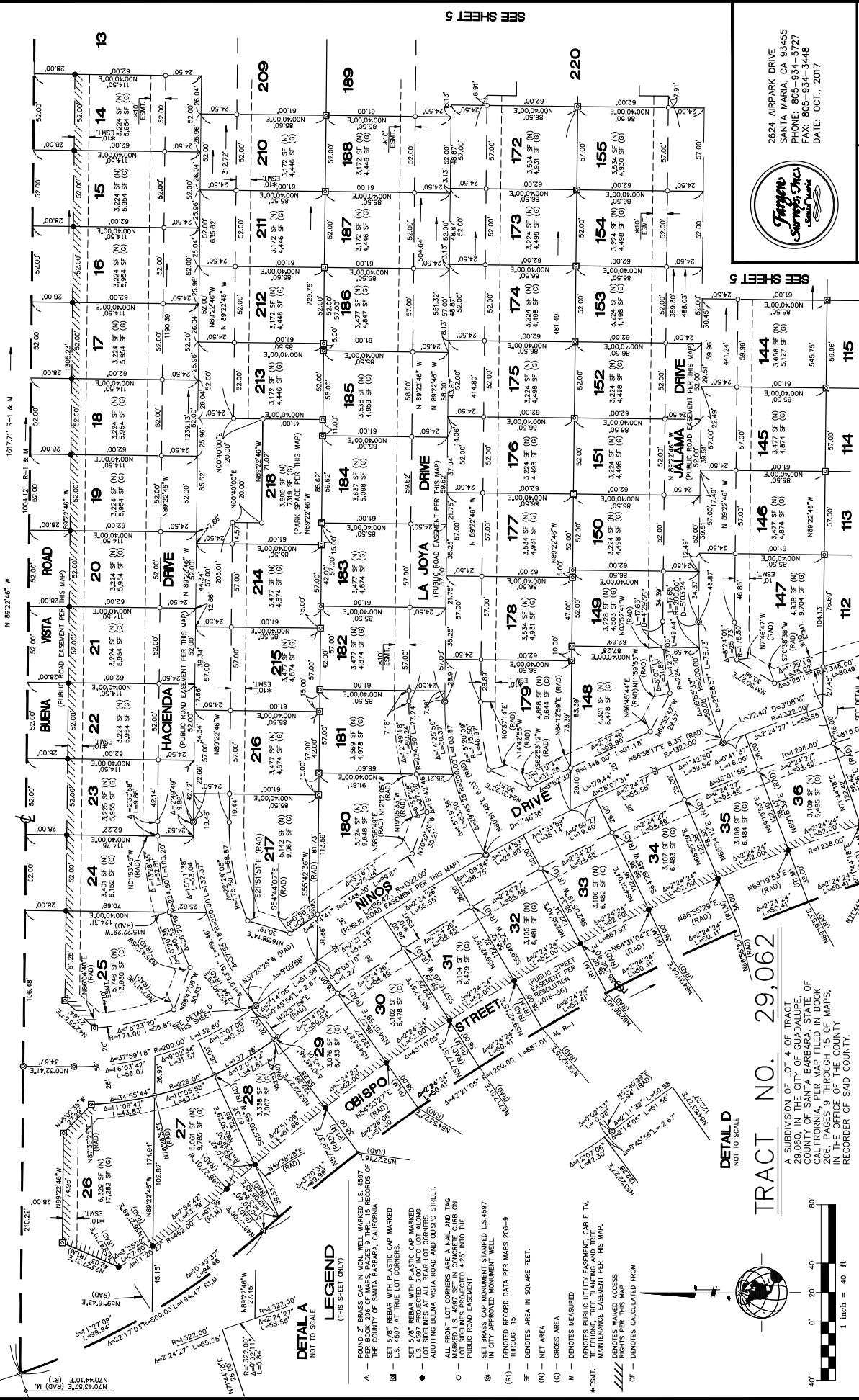
2624 AIRPARK DRIVE
SANTA MARIA, CA 93455
PHONE: 805-934-5727
FAX: 805-934-3448
DATE: OCT., 2017



- LEGEND**
(THIS SHEET ONLY)
- △ FOUND 2" BRASS CAP IN MON. WELL MARKED L.S. 4597 PER BOOK 206 MAPS, PAGES 9 THROUGH 15, RECORDS OF THE COUNTY OF SANTA BARBARA, CALIFORNIA.
 - FOUND 5/8" REBAR WITH PLASTIC CAP "L.S. 4597" UNLESS OTHERWISE NOTED
 - ◎ SET BRASS CAP MONUMENT STAMPED L.S.4597 IN CITY APPROVED MONUMENT WELL.
 - (RT) DENOTED RECORD DATA PER MAPS 206-9 THROUGH 15.

TRACT NO. 29,062
A SUBDIVISION OF LOT 4 OF TRACT 29,062, IN THE CITY OF GUADALUPE, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 206 MAPS 9-15, RECORDS OF SAID COUNTY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

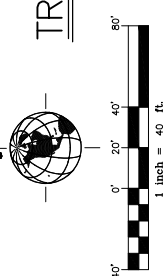
CITY OF GUADALUPE
CITY OF SANTA BARBARA
N04°00'00"E 975.00'(R.I.M.)
S89°22'46"E 1252.24'(R.I.M.)
S89°22'46"E 1206.44'(R.I.M.)
N89°22'46"W 793.94'(M)
N89°22'46"W (R.I.M.)
N70°44'14"E (R.I.M.)
N70°44'14"E (R.I.M.)
D=227.7703'
L=184.477' RES=0.002'
D=227.7703'
L=184.477' RES=0.002'
D=227.7703'
L=184.477' RES=0.002'



2624 AIRPARK DRIVE
 SANTA MARIA, CA 93455
 PHONE: 805-934-5727
 FAX: 805-934-3448
 DATE: OCT., 2017

TRACT NO. 29,062
 A SUBDIVISION OF LOT 4 OF TRACT
 29,060, IN THE CITY OF GUADALUPE,
 COUNTY OF SANTA BARBARA, STATE OF
 CALIFORNIA, PER MAP FILED IN BOOK
 1016 OF THE PLANNING MAPS,
 IN THE OFFICE OF THE COUNTY
 RECORDER OF SAID COUNTY.

DETAIL D
 NOT TO SCALE



LEGEND
 (THIS SHEET ONLY)

- ▲ FOUND 2" BRASS CAP IN MON. WELL MARKED L.S. 4597
- △ PERMANENT MONUMENT IN THE COUNTY OF SANTA BARBARA, CALIFORNIA
- SET 5/8" BEAR WITH PLASTIC CAP MARKED
- SET 5/8" BEAR WITH PLASTIC CAP MARKED
- ALL FRONT LOT CORNERS ARE A NAIL AND THIS MARKED L.S. 4597 SET IN CONCRETE CURB ON LOT SIDELINES PROJECTED 4.25' INTO THE PUBLIC ROAD EASEMENT
- ⊙ SET BRASS CAP MONUMENT STARTED L.S. 4597 IN LEFT REAR CORNER PERMANENT REEL THROUGH 15'
- (R1) - DENOTES AREA IN SQUARE FEET.
- SF - DENOTES AREA IN SQUARE FEET.
- (N) - NET AREA
- (C) - GROSS AREA
- M - DENOTES MEASURED
- RENOTES PUBLIC UTILITY EASEMENTS, CABLE TV, TELEPHONE, TREE PLANTING AND TREE MAINTENANCE EASEMENT PER THIS MAP.
- /// DENOTES WAVED ACCESS RIGHTS PER THIS MAP
- CF - DENOTES CALCULATED FROM

DETAIL A
 NOT TO SCALE

SEE SHEET 6

SEE SHEET 5

1617.77' R-1 & M

N 89°22'46" W

52.00'

28.00'

52.00'

28.00'

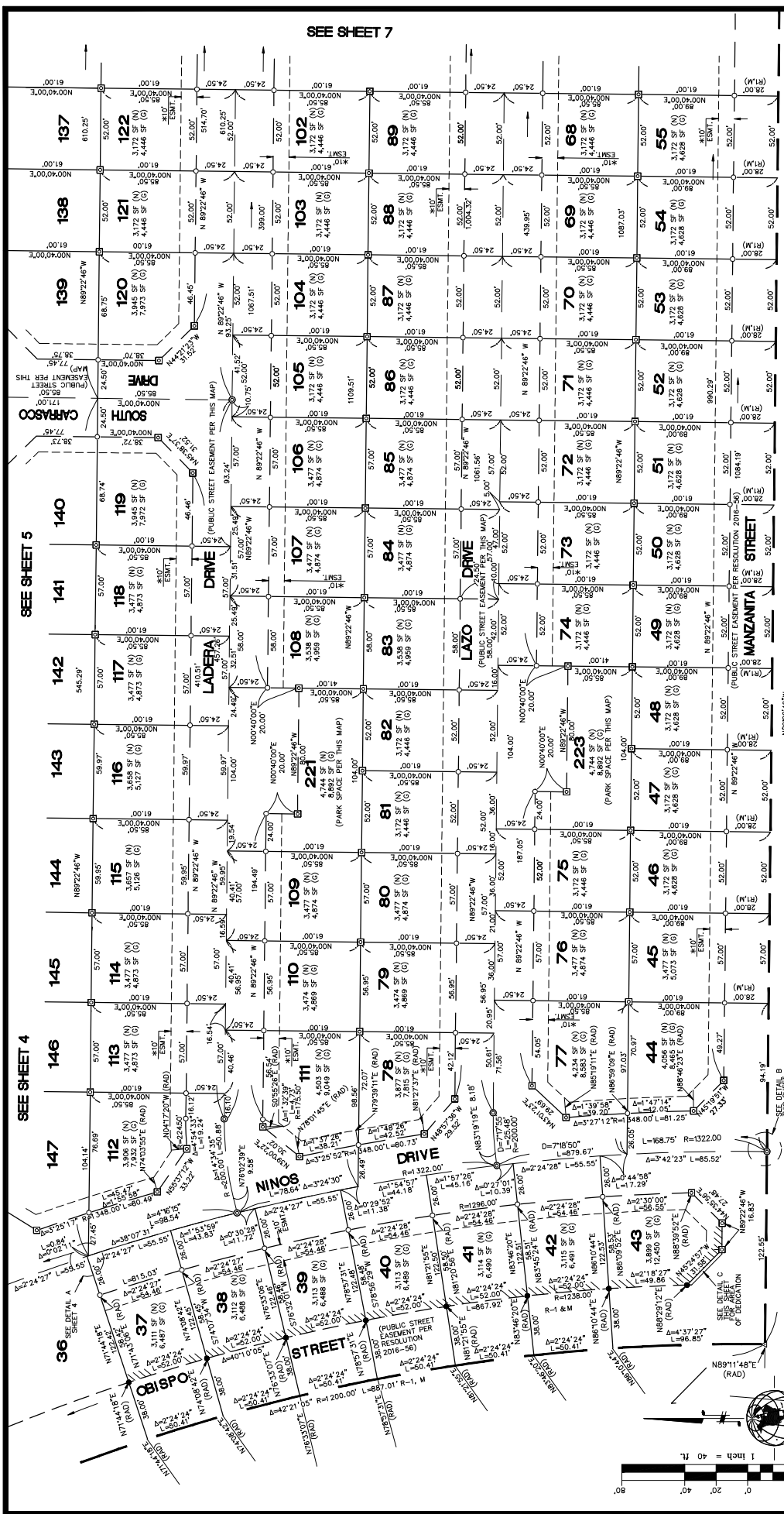
52.00'

28.00'

52.00'

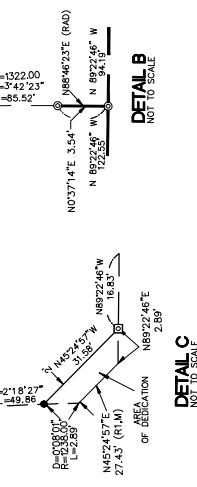
28.00'

SEE SHEET 7



LEGEND (THIS SHEET ONLY)

- ▲ FOUND 2" BRASS CAP IN MON. WELL MARKED L.S. 4597 DENOTES RECORD DATA PER MAPS 206-9 THROUGH 15.
- DENOTES RECORD DATA PER MAPS 206-9 THROUGH 15.
- SET 5/8" REBAR WITH PLASTIC CAP MARKED L.S. 4597 AT TRUE LOT CORNERS.
- SET 5/8" REBAR WITH PLASTIC CAP MARKED L.S. 4597 PROJECTED 3.00' INTO LOT ALONG LOT LINES WITH REBAR AND CONCRETE STREET.
- MARKED LOT CORNERS ARE A 1/4" DIA. 1/4" MARKED L.S. 4597 SET IN CONCRETE CURB ON PUBLIC ROAD EASEMENT.
- ◎ SET BRASS CAP MONUMENT STAMPED L.S. 4597 IN CITY-APPROVED MONUMENT WELL.
- DENOTES AREA IN SQUARE FEET.
- (N) - NET AREA
- (G) - GROSS AREA
- M - DENOTES MEASURED
- ESMT - DENOTES PUBLIC UTILITY EASEMENT, CABLE TV, MAINTENANCE EASEMENT PER THIS MAP.
- /// DENOTES WAIVED ACCESS
- CF - DENOTES CALCULATED FROM

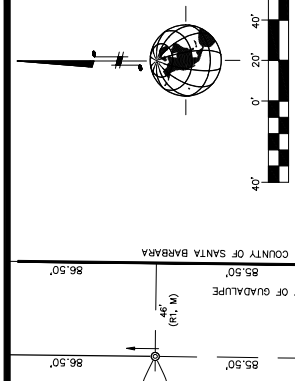


TRACT NO. 29,062

A SUBDIVISION OF LOT 4 OF TRACT NO. 29,062, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 206, PAGES 9 THROUGH 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



2624 AIRPARK DRIVE
SANTA MARIA, CA 93455
PHONE: 805-934-5727
FAX: 805-934-3448
DATE: OCT., 2017



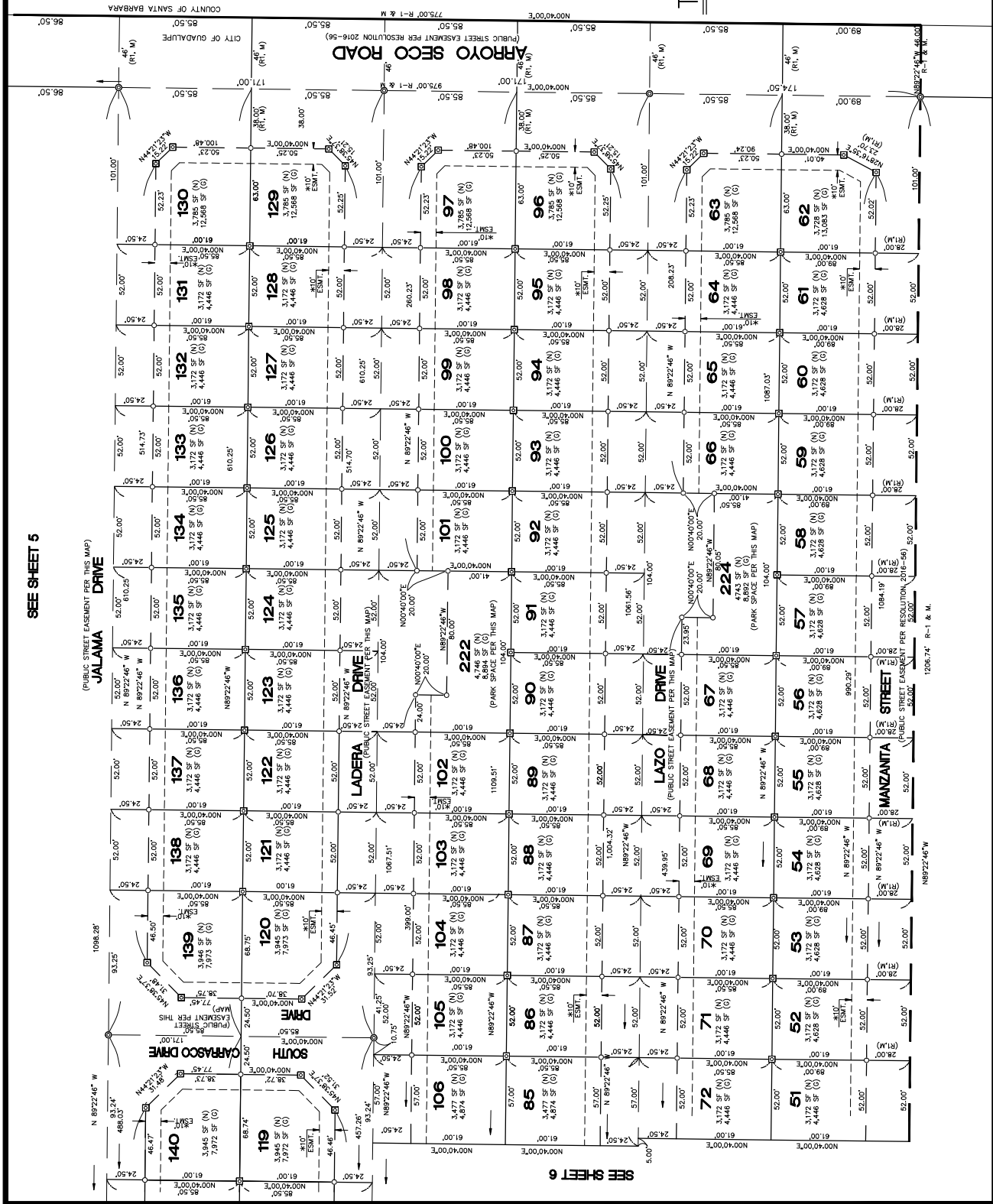
- LEGEND (THIS SHEET ONLY)**
- △ FOUND 2" BRASS CAP IN MON. WELL MARKED L.S. 4597
 - COUNTY OF SANTA BARBARA, CALIFORNIA
 - SET 5/8" REBAR WITH PLASTIC CAP MARKED
 - SET 5/8" REBAR WITH PLASTIC CAP MARKED
 - L.S. 4597 PROJECTED 3.00' INTO LOT ALONG ABUTTING BUENA VISTA ROAD AND OBISPO STREET.
 - ALL FRONT LOT CORNERS ARE A NAIL AND TAG MARKED L.S. 4597 SET IN CONCRETE CURB ON PUBLIC ROAD EASEMENT 4.25' INTO THE PUBLIC ROAD EASEMENT.
 - SET BRASS CAP MONUMENT STAMPER, L.S. 4597 IN CITY APPROVED MONUMENT WELL.
 - DENOTED RECORD DATA PER MAPS 206-9 THROUGH 15.
 - DENOTES AREA IN SQUARE FEET.
 - (N) — NET AREA
 - (C) — GROSS AREA
 - M — DENOTES MEASURED
 - DENOTES PUBLIC UTILITY EASMENT, CABLE TV, TELEPHONE, TREE PLANTING AND TREE MAINTENANCE EASEMENT PER THIS MAP.
 - DENOTES WALKED ACCESS
 - CF — DENOTES CALCULATED FROM

TRACT NO. 29,062

A SUBDIVISION OF LOT 4 OF TRACT 29,060, IN THE CITY OF GUADALUPE, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON MAPS 206-9 THROUGH 15, OF RECORD, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



2624 AIRPARK DRIVE
SANTA MARIA, CA 93455
PHONE: 805-934-5727
FAX: 805-934-3448
DATE: OCT., 2017



SEE SHEET 5

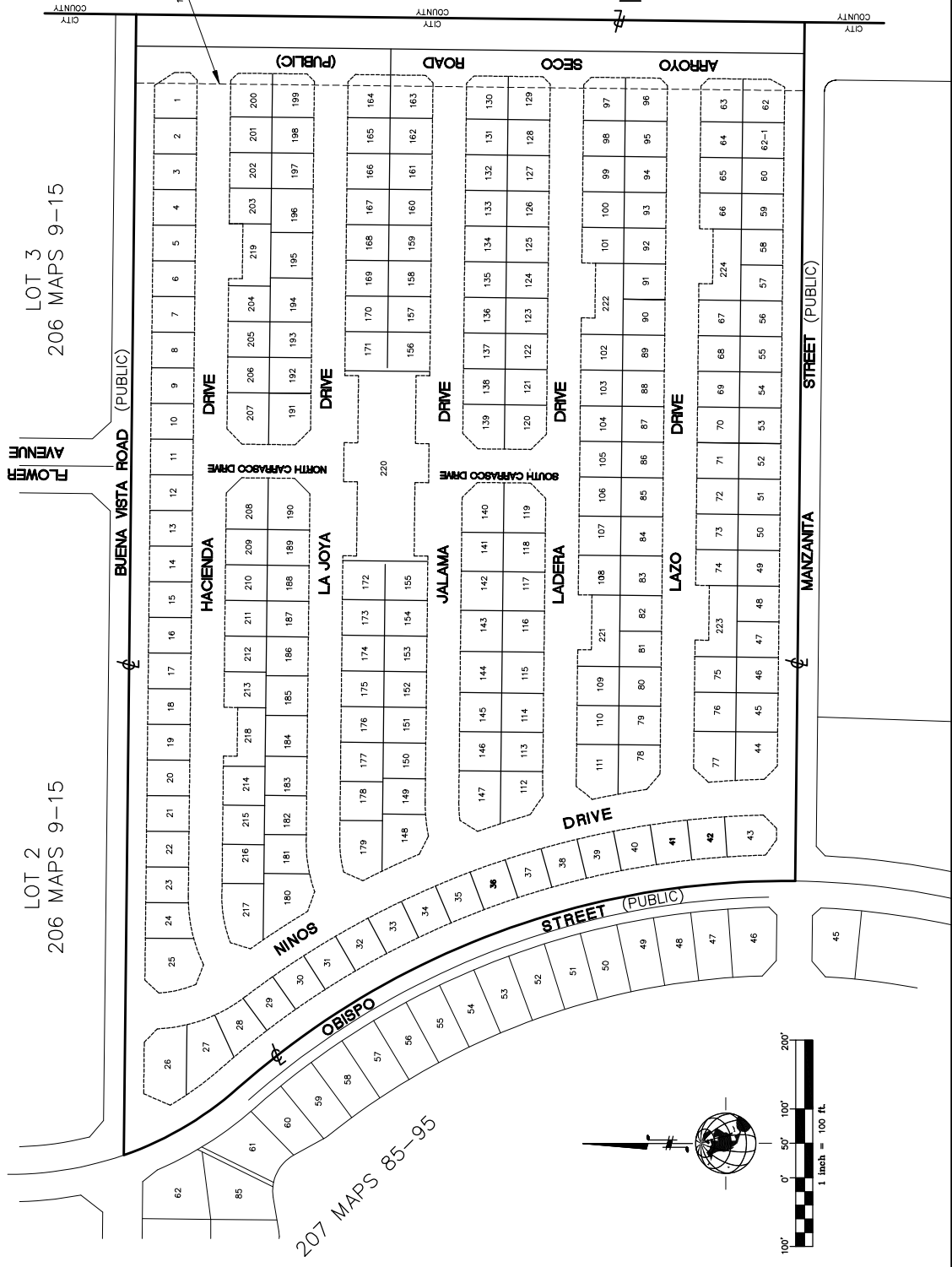
SEE SHEET 6

SOILS REPORT

A COPY OF THE SOILS REPORT BY GSI SOILS, INC. FILE NO. 2-1177
 TITLED 200-ACRE GUADALUPE DEVELOPMENT FILE NO. 2-1177
 DATED APRIL 4, 2002 FOR THIS SUBDIVISION IS ON FILE IN THE
 DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GUADALUPE.

INFORMATION NOTE

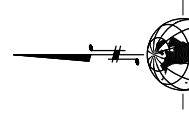
THE FOLLOWING IS PROVIDED FOR INFORMATION ONLY. THE SOILS REPORT WAS PREPARED UNDER THE CONDITIONS AS SET FORTH IN THE MAP SHEET AND THE INFORMATION PROVIDED HEREON IS TAKEN FROM PUBLIC REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THESE REPORTS BY THE PREPARER OF THE ADDITIONAL MAP SHEET.



207 MAPS 85-95

LOT 2
206 MAPS 9-15

LOT 3
206 MAPS 9-15



**INFORMATIONAL SHEET
TRACT NO. 29,062**

A SUBDIVISION OF LOT 4 OF TRACT 29,060, IN THE CITY OF GUADALUPE, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 206, PAGES 9 THROUGH 15 OF MAPS, IN THE COUNTY RECORDER'S OFFICE OF SAID COUNTY.



2624 AIRPARK DRIVE
SANTA MARIA, CA 93455
PHONE: 805-934-5727
FAX: 805-934-3448
DATE: OCT., 2017

JOB: 17027

SHEET 8 OF 8

RESOLUTION NO. 2016-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE CONDITIONALLY APPROVING VESTING TENTATIVE TRACT MAP NO. 29062 (CASE NO. 2015-051-TTM)

The Guadalupe City Council, at its regular meeting on February 9, 2016 adopted the following resolution pursuant to the Subdivision Map Act of the Government Code of the State of California and the Municipal Code of the City of Guadalupe.

WHEREAS, the Planning Application #2015-051-TTM was filed by GB Land 4, LLC (the "Applicant") on April 20, 2015, for the subdivision of approximately 31.25 acres of land located within the DJ Farms Specific Plan Area; and

WHEREAS, the City Council held a duly-noticed public hearing on February 9, 2016, with notices of said hearing made at the time and in the manner required by law; and

WHEREAS, on February 9, 2016, the Guadalupe City Council held a duly noticed public hearing to consider Vesting Tentative Tract Map No. 29062 and invited testimony on the proposed project and concluded that Vesting Tentative Tract Map No. 29062 is consistent with the City of Guadalupe General Plan, the DJ Farms Specific Plan, the DJ Farms Master Vesting Tentative Tract Map, and the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Guadalupe, California as follows:

The City Council does hereby find and determine as follows:

- Section 1. None of the findings for denying Vesting Tentative Tract Map No. 29062, set forth in Guadalupe Municipal Code Section 17.20.060(B), can be made based upon the evidence set forth in the administrative record pertaining to this application as provided before or at the Council hearing on this matter, whether verbal or documentary.
- Section 2. Vesting Tentative Tract Map No. 29062 is approved, subject to the Conditions of Approval set forth in Exhibit A of this Resolution.
- Section 3. The Final Environmental Impact Report and the Addendum to the Final Environmental Impact Report adequately evaluated the potential environmental impacts of the project and meets all of the requirements of the California Environmental Quality Act;
- Section 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 9th day of February, 2016 on motion of Councilmember **ARISTON JULIAN**, seconded by Councilmember **VIRGINIA PONCE**, and on the following roll call vote, to wit:

AYES: 4 Beatty, Ponce, Lizalde, Julian
NOES: 0
ABSENT: 1 Rubalcaba
ABSTAIN: 0

CITY OF GUADALUPE

BY: 
John Lizalde, Mayor

ATTEST:


Andrew Carter, Deputy City Clerk



CITY OF GUADALUPE
SUBDIVISION IMPROVEMENT AGREEMENT #1
Tract 29062

NAME AND LEGAL STATUS OF SUBDIVIDER:

GB Land 4, LLC (Owner/Developer)

NAME OF SUBDIVISION/TRACT NUMBER (A Subdivision):

Tract 29062

CONDITIONS of APPROVAL:

Conditions of Approval for Vesting Tentative Tract Map No. 29062 shown in Exhibit "A"

COST OF IMPROVEMENTS (EST.):

Engineers Estimate of cost to construct improvements, set survey monumentation and install public landscaping shown in Exhibit "B".

DATE OF AGREEMENT:

August 28, 2018

DATE OF COMPLETION:

Within forty- eight (48) months of recordation of Final Map.

This Subdivision Agreement (**Agreement**) is made and entered into by and between the City of Guadalupe (**CITY**), a municipal corporation of the State of California and GB Land 4, LLC (**SUBDIVIDER**).

RECITALS

WHEREAS, SUBDIVIDER has presented to **CITY** for approval and recordation, a final subdivision map of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California (Government Code 66410 et. seq.) and **CITY's** ordinances (Guadalupe Municipal Code, Title 17, Sections 17.28.010 et. seq.) and regulations relating to the filing, approval and recordation of subdivision maps (collectively referred to as the Subdivision Laws); and,

WHEREAS, a tentative map of the Subdivision has been approved, subject to the Subdivision Laws and subject to the requirements and conditions contained in the Resolution of Approval on file in the Office of the City Clerk and hereby incorporated into this Agreement by reference and **SUBDIVIDER** now wishes to proceed with final map approval and recordation; and,

WHEREAS, the Subdivision Laws establish as a condition precedent to the approval of a final map that **SUBDIVIDER** must have complied with the Resolution of Approval and must have either (1) completed, in compliance with **CITY** standards, all of the improvements and land development work (collectively referred to as **Improvements**) required by the Subdivision Laws and the Resolution of Approval, or (2) have entered into a secured agreement with **CITY** to complete the improvements and land development within a period of time specified by **CITY**; and

WHEREAS, complete improvement plans for the construction, installation and completion of the Improvements (Improvement Plans) have been prepared by **SUBDIVIDER**, approved by the City Engineer, and are on file with **CITY** and are hereby incorporated by reference into this Agreement; and

WHEREAS, in consideration of approval of a final map for the Subdivision by the City Council, **SUBDIVIDER** desires to enter into this Agreement, whereby **SUBDIVIDER** promises to install and complete, at **SUBDIVIDER's** own expense, all the Improvements required by **CITY** in connection with the proposed Subdivision; and

WHEREAS, **SUBDIVIDER** recognizes that by approval of the final map for the Subdivision, **CITY** has conferred substantial rights upon **SUBDIVIDER**, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the property within the Subdivision and, as a result, **CITY** will be damaged to the extent of the cost of installation of the Improvements if **SUBDIVIDER** should fail to perform its obligations under this Agreement, including, but not limited to, **SUBDIVIDER's** obligation to complete construction of the Improvements by the time established in this Agreement; and

WHEREAS, **CITY** shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by **SUBDIVIDER**, and it is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the **SUBDIVIDER** shall be within the sole discretion of **CITY**;

NOW THEREFORE, in consideration of the approval and recordation by the City Council of the final map of the Subdivision, and in recognition and acceptance of the above recitals, **SUBDIVIDER** and **CITY** agree as follows:

1) **SUBDIVIDER OBLIGATIONS TO CONSTRUCT IMPROVEMENTS.**

a) **SUBDIVIDER** shall:

1) Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws.

2) Complete, at **SUBDIVIDER's** own expense, all the Improvements required on the Tentative Map and in the project approvals as identified above in conformance with **CITY** standards and the approved Improvement Plans.

3) Furnish the necessary materials for completion of the Improvements in conformity with the Improvement Plans, the Resolution of Approval, and **CITY** standards.

4) In all appropriate cases, acquire and dedicate, all rights- of-way, easements and other interests in real property necessary for construction or installation of the Improvements prior to commencement of work on the Improvements.

- 5) Complete construction of the Improvements within forty-eight (48) months of the recordation of the Final Map, unless a time extension is granted by the CITY pursuant to section 15 of this Agreement, and provided that if completion of said work is delayed by acts of God, labor disputes, or other factors outside **SUBDIVIDER's** control, **SUBDIVIDER** shall have an additional period of time equal to such period of delay in which to complete such work. Any extension of time shall not operate to release the security required hereunder, and the surety shall waive the provisions of California Civil Code Section 2819.
- 6) Install all subdivision monuments required by law prior to the completion and acceptance of the Improvements by **CITY**, including re-installation of existing monuments that were removed, altered, or destroyed by **SUBDIVIDER**.
- 7) Ensure, at **SUBDIVIDER's** expense, that all contractors obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.
- 8) Until final acceptance of the work of improvement, give good and adequate warning to the public of each and every dangerous condition, which exists in the project, and take all reasonable actions to protect the public from such dangerous condition.
- b) **SUBDIVIDER's** obligations with regard to acquisition by **CITY** of off-site rights-of-way, easements and other interests in real property, if any, shall be subject to a separate agreement between **SUBDIVIDER** and **CITY**. **SUBDIVIDER** shall also be responsible for obtaining any public or private drainage easements or authorization to accommodate the Subdivision.
- c) **SECURITY**.
- d) **SUBDIVIDER** shall at all times guarantee **SUBDIVIDER's** performance of this Agreement by furnishing to **CITY**, and maintaining, good and sufficient security as required by the Subdivision Laws (see, Government Code section 66499 et seq.) on forms approved by **CITY** for the purposes and in the amounts as follows:
- 1) To assure faithful performance of this Agreement in an amount of 100% of the estimated cost of the improvements; and
 - 2) To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor, materials for the improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and
 - 3) To guarantee or warranty the work performed pursuant to this Agreement for a period of one year following acceptance by **CITY** against any defective work or labor performed or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements; and
 - 4) The securities required by this Agreement shall be kept on file with the City Clerk. No security may be modified or replaced without written approval of **CITY**. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released.

- Should the sureties on any of the improvement security required herein become insufficient (defined by standards applied generally in the surety industry), **SUBDIVIDER** agrees to renew the improvement security with good, sufficient, and duly authorized sureties within thirty (30) days after receiving notice from **CITY** that the sureties are insufficient, unless such notice is challenged by the surety or the **SUBDIVIDER**.

2) **RELEASE OF SECURITIES.**

The securities required by this Agreement shall be released as follows:

- A. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work.
- B. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, twelve months after the completion and acceptance of the work or 35 days after filing a notice of completion as applicable, be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to the legislative body, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.
- C. Security given for the guarantee or warranty of work shall be released upon the expiration of the warranty period, less the amount of any pending warranty claims filed during the warranty period, which shall be released upon completion of such warranty work or settlement of such claims.
- D. In the event of disputes or outstanding claims, **CITY** may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

3) **ALTERATIONS TO IMPROVEMENT PLANS.**

- A. **SUBDIVIDER** shall construct the improvements in accordance with **CITY** standards in effect at the time of adoption of the Resolution of Approval, unless otherwise approved by City in writing in advance. **CITY** reserves the right to modify the standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or comply with applicable State or Federal law or **CITY** ordinances. If **SUBDIVIDER** requests and is granted an extension of time for completion of the improvements, **CITY** may apply the standards in effect at the time of the extension.
- B. Changes, alterations or additions to the improvement plans and specifications or to the improvements, not exceeding 10% of the original estimated cost of the improvement, shall not reduce the improvement security given for faithful performance of this Agreement. If such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, **SUBDIVIDER** shall provide improvement security for faithful performance as required by Section 2 of this Agreement for 100% of the total estimated cost of the improvement as changed, altered, or amended, minus any completed partial releases allowed by Section 3 of this Agreement.

4) **INSPECTION AND COMPLETION.**

SUBDIVIDER shall at all times maintain proper facilities and safe access by **CITY** inspectors for inspection of the improvements and to the shops wherein any work is in preparation. Upon completion of the work, **SUBDIVIDER** may request a final inspection by the City Engineer, or the City Engineers authorized representative. **SUBDIVIDER** shall bear all costs of inspection and certification.

5) **DAMAGE TO PUBLIC PROPERTY.**

SUBDIVIDER shall replace or have replaced, or repair or have repaired, as the case may be, all improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. **SUBDIVIDER** shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed by reason of any work done under this Agreement. Any repair or replacement shall be to the reasonable satisfaction, and subject to the reasonable approval, of the City Engineer.

6) **DEFAULT OF SUBDIVIDER.**

- Default of **SUBDIVIDER** shall include, but is not limited to, **SUBDIVIDER's** failure to timely cure any defect in the Improvements of which **SUBDIVIDER** is notified during the warranty period; failure to timely complete the Improvements to applicable **CITY** standards; **SUBDIVIDER's** insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which **SUBDIVIDER** fails to discharge within thirty (30) days; the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or **SUBDIVIDER's** failure to perform any other obligation under this Agreement. Notwithstanding the foregoing sentence, **SUBDIVIDER** shall only be in default of this Agreement after **CITY** gives **SUBDIVIDER** notice of the basis for its claim of default, and **SUBDIVIDER** fails to cure such deficiency within thirty (30) days after such notice. If, however, by its nature the default cannot be cured within thirty (30) days, **SUBDIVIDER** may have a longer period as is necessary to cure the failure, but this is conditioned upon **SUBDIVIDER** promptly commencing to cure within the thirty (30) day period and thereafter diligently completing the cure.
- **CITY** reserves to itself all remedies available to it at law or in equity for breach of **SUBDIVIDER's** obligations under this Agreement. **CITY** shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate **CITY's** damages in event of default by **SUBDIVIDER**. The right of **CITY** to unilaterally and without notice draw upon or utilize the security is additional to, and not in lieu of, any other remedy available to **CITY**. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, **CITY's** damages for **SUBDIVIDER's** default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by **CITY** for the completion of the improvements in accordance with the improvement plans and specifications contained herein, but shall not be construed to limit **CITY's** damages.

- In the event of **SUBDIVIDER's** default under this Agreement, **SUBDIVIDER** authorizes **CITY** to perform such obligation thirty (30) days after written notice of default to **SUBDIVIDER** and to **SUBDIVIDER's** surety, and **SUBDIVIDER** agrees to pay the entire cost of such performance by **CITY**; **CITY** may take over the work and prosecute the same to completion, by contract or by any other method **CITY** may deem advisable, at the expense of **SUBDIVIDER** and **CITY** may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to **SUBDIVIDER** as may be on site of the work and necessary for the performance of the work.
- Failure of **SUBDIVIDER** to comply with the terms of this Agreement shall constitute consent to the filing by **CITY** of a notice of violation against all the lots in the Subdivision, to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection is in addition to, and not in lieu of, other remedies available to **CITY**. **SUBDIVIDER** agrees that the choice of remedy or remedies for **SUBDIVIDER's** breach shall be at the sole discretion of **CITY**.
- In the event that **SUBDIVIDER** fails to perform any obligation hereunder, **SUBDIVIDER** agrees to pay all costs and expenses incurred by **CITY** in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.
- The failure of **CITY** to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of **SUBDIVIDER**.

7) **WARRANTY.**

SUBDIVIDER shall guarantee or warranty the work done pursuant to this Agreement against any defective work or labor done or defective materials furnished for a period of one (1) year after final acceptance of the Improvements by the City Council. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by **SUBDIVIDER** is defective, **SUBDIVIDER** shall without delay and without cost to **CITY**, repair or replace or reconstruct any defective part or parts of the work or improvement. Should **SUBDIVIDER** default on its warranty obligations hereunder (as described in Section 7), **SUBDIVIDER** hereby authorizes **CITY**, at **CITY's** option, to perform the work thirty (30) days after written notice of default to **SUBDIVIDER** and to **SUBDIVIDER's** surety, and agrees to pay the cost of such work by **CITY**. Should **CITY** determine that an urgency requires repairs or replacements to be made before **SUBDIVIDER** can be notified, **CITY** may, in its reasonable discretion, make the necessary repairs or replacement or perform the necessary work and **SUBDIVIDER** shall pay to **CITY** the cost of such repairs.

8) **SUBDIVIDER NOT AGENT OF CITY.**

Neither **SUBDIVIDER** nor any of **SUBDIVIDER's** agents or contractors are or shall be considered to be agents of **CITY** in connection with the performance of **SUBDIVIDER's** obligations under this Agreement.

9) **DAMAGE TO WORK.**

Until such time as the Improvements are accepted by **CITY**, **SUBDIVIDER** shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed and will be responsible for the care of, maintenance of, and any damage to such Improvements, except to the extent such losses are caused by any act or omission of **CITY**. Except as expressly provided herein, **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of the cause, happening or occurrence to the Improvements specified in this Agreement prior to the acceptance of the Improvements. All such risks shall be the responsibility of, and are hereby assumed by, **SUBDIVIDER**.

10) **OTHER AGREEMENTS.**

Nothing contained in this Agreement shall preclude **CITY** from expending moneys pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other **SUBDIVIDER's** for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of **CITY** ordinances providing therefore, nor shall anything in this Agreement commit **CITY** to any such apportionment.

11) **FINAL ACCEPTANCE OF WORK AND VESTING.**

Acceptance of the work on the behalf of **CITY** shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. If the City Engineer determines that the work has been completed in accordance with this Agreement ("Substantial Completion"), then the City Engineer shall certify the completion of the improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and applicable **CITY** standards. The City Council shall act upon the Engineer's recommendation within 30 days from the date the City Engineer certifies that the work has been finally completed. Such acceptance shall not constitute a waiver of defects by **CITY**. **CITY** shall issue certificates of occupancy for structures within the Subdivision upon Substantial Completion of the Improvements, provided that such structures otherwise qualify for occupancy. Upon acceptance of the work on behalf of **CITY** and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in **CITY**, unless designated otherwise.

12) **INDEMNITY/HOLD HARMLESS.**

CITY or any officer, employee, official, agent, or volunteer thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of **SUBDIVIDER**, its agents, employees, or subcontractors in the performance of this Agreement. **SUBDIVIDER** further agrees to protect, indemnify, and hold harmless **CITY**, its officers, employees, officials, agents, or volunteers from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts, omissions or negligence (regardless of whether such negligence is active or passive) of **SUBDIVIDER**, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, arising out of, in whole or in part, the design or construction of the improvements. This indemnification and hold harmless agreement shall extend to any injuries to persons and/or damage to property or taking of property resulting from the design or construction of said Subdivision, and the Improvements as provided herein. Acceptance by **CITY** of the improvements shall not constitute an assumption by the **CITY** of any responsibility for any

damage or taking. **CITY** shall not be responsible for the design or construction of the Subdivision or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by **CITY** in approving the plans or map. Except as otherwise specified, the provisions of this paragraph shall remain in full force and effect for **three (3)** years following the acceptance by **CITY** of the Improvements. It is the intent of this section that **SUBDIVIDER** shall be responsible for all liability arising from **SUBDIVIDER's** actions pursuant to this Agreement and that **CITY** shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. Notwithstanding anything to the contrary herein, **SUBDIVIDER's** liability for defects in materials and workmanship shall be limited to a period of one (1) year after Substantial Completion, and thereafter **SUBDIVIDER** shall not be responsible for routine maintenance unless provision is made otherwise.

13) **SALE OR DISPOSITION OF SUBDIVISION.**

Except as expressly provided herein, sale or other disposition of this property will not relieve **SUBDIVIDER** from the obligations set forth herein. **SUBDIVIDER** agrees to notify **CITY** in writing at least 30 days in advance of any actual or pending sale or other disposition of the property. If **SUBDIVIDER** sells the property or any portion of the property within the Subdivision to any other person, **SUBDIVIDER** may request a transfer/novation of this Agreement and a substitution of security. The decision of whether to grant a transfer/novation and substitution of securities shall be at **CITY's** reasonable discretion, based on the financial ability of the transferee and the security provided by transferee. Upon approval of request a transfer/novation of this Agreement and a substitution of security, **SUBDIVIDER** shall be released from all obligations hereunder and the prior improvement securities shall be released in full.

14) **TIME FOR COMPLETION OF WORK; EXTENSIONS; TIME OF THE ESSENCE.**

- All improvements must be completed within thirty-six (36) months from the date of this Agreement, unless otherwise provided in subsection (b) below.
- The time for completion of the improvements may be extended in the event good cause exists as determined by the City Council upon recommendation of the City Engineer. A request for extension must be submitted in writing to the City Engineer at least 60 days prior to the requested extension date. The extension must be set out in writing and executed by the City Engineer. Any such extension may be granted without notice to **SUBDIVIDER's** surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. As a condition of extension, the City Engineer may require **SUBDIVIDER** to furnish new security in an increased amount guaranteeing performance of this Agreement as extended as necessary to compensate for any increase in construction costs as determined by the City Engineer.
- Time is of the essence of this Agreement.

15) **NO VESTING OF RIGHTS.**

Performance by **SUBDIVIDER** of this Agreement shall not be construed to vest **SUBDIVIDER's** rights with respect to any change in any zoning or building law or ordinance

16) **MISCELLANEOUS PROVISIONS.**

- All notices required or provided for under this Agreement shall be in writing and shall be deemed duly given (i) if delivered personally, when received; or (ii) if sent by registered mail, postage prepaid, return receipt requested, on the third business day following the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with CITY:

CITY: City Administrator
 City of Guadalupe
 918 Obispo Street
 Guadalupe, CA 93434

SUBDIVIDER: GB Land 4, LLC
 Attn: Mark Kelton
 2716 Ocean Park Boulevard, Suite 3006
 Santa Monica, CA 90405

- The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.
- The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.
- In the event that suit or arbitration is entered into arising out of performance of this Agreement or brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all litigation costs and reasonable attorneys' fees.
- The recitals to this Agreement are hereby incorporated into the terms of this Agreement.
- This Agreement constitutes the entire Agreement of the parties with respect to the subject matter. All prior or simultaneous agreements or understandings are replaced by this Agreement. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of CITY, the appropriate party shall be the City Engineer.

IN WITNESS WHEREOF, SUBDIVIDER and CITY, by and through its Mayor, have caused this Agreement to be executed.

DATE: _____

DATE: _____

SUBDIVIDER:
 (Attach Notarization)

CITY:

BY: _____
 GB Land 4, LLC

BY: _____
 John Lizalde, Mayor

ATTEST: City Clerk

APPROVED AS TO FORM:

Joice Earleen Raguz, City Clerk

Philip Sinco, City Attorney

EXHIBIT A
CONDITIONS OF APPROVAL
VESTING TENTATIVE TRACT MAP NO. 29062
(CASE NO. 2015-051-TTM)

GENERAL CONDITIONS

1. Subject to the conditions set forth below, this permit authorizes the improvements and uses requested by Case No. 2015-051-TTM and shown in the project plans on file with the City of Guadalupe. Any deviations from the project description in the staff report, exhibits or conditions must be reviewed and approved by the City of Guadalupe for conformity with this approval. Deviations may require changes to the permit to be approved and/or further environmental review. Deviations without the above-described approval will constitute a violation of the permit approval.
2. All subdivision design and improvements shall be provided consistent with the approved and adopted Specific Plan for the DJ Farms project as adopted and approved by the City Council by Resolution No. 2012-029.
3. Phasing of tentative maps shall conform to the phasing described in the approved Specific Plan. The improvement plans for each phase shall clearly indicate any interim and permanent on and offsite improvements required by the Development Agreement, Specific Plan, and Tentative Tract Map.
4. The developer shall be responsible for all actions of his/her contractors and subcontractors until such time as the improvements have been accepted by the City.
5. Approval of this Vesting Tentative Tract Map is not valid until the property owner or authorized agent signs this list of conditions agreeing to the terms and Conditions of Approval.
6. All requirements and permits of any other law or agency of the State of California and any other governmental entity, applicable to this development, shall be met.
7. The Applicant agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Applicant's expense, City and City's agents, officers, and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of this permit or to determine the reasonableness, legality or validity of any condition attach hereto. City shall promptly notify Applicant of any such claim, action or proceeding to which City receives notice, and City will cooperate fully with Applicant in the defense thereof. Applicant shall reimburse the City for any court costs and attorney's fees that the City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Applicant of the obligation of this condition. Applicant's acceptance of this permit approval or commencement of construction or operations under the approval shall be deemed to be acceptance of all conditions of approval.



CITY ENGINEER CONDITIONS

8. All of the following conditions shall be completed to the satisfaction of the City Engineer prior to recordation of the final tract map, unless otherwise stated herein or as agreed by the City Engineer.
9. All engineering submittals prepared by applicant's engineer shall be signed and sealed by a California licensed civil engineer.
10. Consistency with the Specific Plan, Development Agreement and Environmental document is mandatory for approval.
11. The applicant shall provide an engineer's estimate for all work included on the public improvement plans, and enter into a subdivision agreement with the City, subject to the City's approval. If approved by the City, bonds or other forms of securities shall be submitted as a guarantee for the construction of infrastructure improvements prior to the approval and recordation of the final tract map.
12. The final tract map shall be submitted to the Santa Barbara County surveyor for map checking and approval. The City is under contract for these services. Prior to recording final map, all survey monuments must be set, or the applicant shall enter a Subdivision Monumentation Agreement and submit a bond for placement of monuments.
13. Public infrastructure improvements shall be designed and constructed in accordance with the City of Santa Maria standards, and the City of Guadalupe standard drawings when available. The decision of the City Engineer shall be final regarding the specific standards that shall apply.
14. Calculations and/or a drainage report must be submitted with the improvement plans.
15. A Preliminary Soils and/or Geology Report providing technical specifications for grading of the site shall be prepared by a Geotechnical Engineer and submitted to the City Engineer for review.
16. An Erosion and Drainage Control Plan shall be submitted to the City Engineer for review. The plan shall reflect "Best Management Practices" as proposed in the California Regional Water Quality Control Board Erosion and Sediment Control Field Manual, and shall include both temporary measures (to be used during construction, and until permanent measures are completed/established) and permanent measures. Plan shall include both source control and perimeter containment measures. All Drainage and Erosion Control Measures shall be designed and/or sized by a qualified professional. Erosion control measures shall be in place and approved by the City prior to start of construction.
17. In conformance with the Post-Construction Requirements (PCRs) adopted by the California Regional Water Quality Control Board for the Central Coast Region (Water Board), the applicant shall prepare a Stormwater Control Plan and Application. The Stormwater Control Plan must address site design (Tier 1), runoff treatment and source control measures (Tier 2), and stormwater retention (Tier 3). The application and instructions are available from the City.
18. Storm Drain Markers shall be installed on all drainage inlets.



19. Bioretention Signage is required on all bioretention areas.
20. The applicant shall enter an agreement to Construct and Maintain Private Drainage Improvements for Water Quality on all private lots where LID measures are required.
21. The grading and drainage plans shall be submitted to the Santa Barbara County Flood Control District for plan checking and approval. Approval of grading and drainage plans shall be received from the Santa Barbara County Flood Control District prior to recordation of the final tract map.
22. The Stormwater Prevention Plan shall be reviewed and approved by the City Planner prior to submittal to the City Engineer.
23. Prior to approval of the final map, public park designs shall be submitted to the City Engineer for review and approval.
24. The applicant will be responsible for obtaining an encroachment permit for all work within a public right of way.
25. All public improvements along State Route 166 shall be designed and constructed to the satisfaction of Caltrans. A Caltrans encroachment permit or verification of Caltrans compliance, satisfactory to the City Engineer shall be obtained prior to Certificate of Occupancy for any residence on Lot 4.
26. Upon approval of the improvement plans, the applicant shall provide a scanned pdf of the signed plans, and 3 set of prints of the signed improvement plans for inspection purposes.
27. Prior to final inspections and acceptance of the public improvements the applicant shall provide to the City Engineer record drawings, signed by the engineer of record in the following method:
 - a. One set of scanned pdfs
 - b. One set of reproducible mylars
 - c. An electronic AutoCAD drawing file.

PLANNING DEPARTMENT CONDITIONS

28. Prior to Final Map approval, the Applicant shall prepare and submit a detailed exterior street lighting plan that indicates the location and type of lighting that will be used in accordance with the applicable City of Santa Maria Standards for Materials and the Installation of Streetlights and Alley Lights. The exterior lighting shall demonstrate a non-intrusive quality while still providing an adequate amount of light. All external lighting shall be indicated on project improvement plans as they are submitted for future site development.
29. Prior to grading permit issuance, the Applicant shall prepare a dust control plan to control particulate matter (PM10) during grading and site preparation activities at the project site. The dust control measures shall be shown on all grading and building plans for the proposed project and shall be included on a separate informational sheet to be recorded with each subsequent tentative map. Dust control measures shall include, but not be limited to the following:



- Water trucks or sprinkler systems shall be used to keep all areas of vehicle movement damp enough to prevent dust from leaving the project site during grading and construction activities at the project site. At a minimum this shall include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency shall be required whenever the wind speeds exceed 15 miles per hour (mph). Reclaimed water shall be used whenever possible.
- Minimize amount of disturbed area and reduce on-site vehicle speeds to 15 mph or less.
- Install gravel pads at all access points to prevent tracking of mud on to public roads in the vicinity of the project site (e.g. State Route 166).
- All soil stockpiles at the project site shall be covered, kept moist, or treated with soil binders to prevent dust generation. A secured tarp shall be placed on all trucks transporting fill material to and from the project site from the point of origin.
- After grading and earth moving is completed, either treat the disturbed area by watering, or revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.
- The contractor shall designate a qualified site monitor to monitor the dust control program and to order increased watering, as necessary to prevent transport of dust off-site. The monitor shall include holiday and weekend periods when work may not be in progress. The name and telephone number of the site monitor shall be provided to the SBCAPCD prior to land use clearance map recordation and land use clearance for finish grading.


30. During construction, the Applicant shall adhere to the following measures at the project site to reduce the operation of construction equipment within the Specific Plan area. These equipment control measures shall be noted on the preliminary and final grading plans and construction plans for the proposed project.

- Heavy-duty diesel-powered construction equipment manufactured after 1996 should be utilized whenever feasible.
- The engine size of construction equipment shall be the minimum practical size.
- The number of construction equipment utilized at the project site operating simultaneously shall be minimized through efficient management practices to ensure that the smallest number of equipment is operating at the project site at any one time.
- Construction equipment shall be maintained in tune per the manufacturer's specifications.
- Construction equipment operating at the project site shall be equipped with two to four degree engine timing retard or pre-combustion chamber engines, if available.
- Catalytic converters shall be installed on gasoline powered equipment, if feasible.
- Diesel catalytic converters, diesel oxidation catalysts and diesel particulate filters certified and/or verified by EPA or the State of California shall be installed, if available.
- Diesel powered equipment shall be replaced by electric equipment wherever feasible.
- Construction worker trips to the project site shall be minimized by encouraging carpooling and by making available food for purchase during the lunch breaks at the project site.

31. To maintain consistency with the measures listed under the Programmatic Biological Opinion issued by the US Fish and Wildlife Service (January 26, 1999), the following mitigation will be required:

- Prior to construction, a US Fish and Wildlife Service approved biologist shall survey the

work area two weeks prior to construction. If California red-legged frogs are present on the project site, the biologist will contact the Service and receive authorization to capture and re-locate the frogs to a Service approved location. If frogs are observed, the biologist or a site monitor (as designated by the biologist) will be present until the ditch is drained or graded.

- If no frogs are found, the site will be deemed clear and a screen will be placed over the drainage pipe leading to the off-site drainage ditch. All other measures listed below will be implemented.
 - All construction personnel will receive a training session which shall include a description of the California red legged frog and its habitat, the importance of red legged frogs, and the areas where such frogs may occur, if present on the project site.
 - All fueling and maintenance of vehicles and other equipment shall occur at least 20 meters from any riparian habitat or water body present within the project site to avoid spills that may flow off the project site into the off-site agricultural ditches.
 - To control erosion during and after project implementation, the project will implement best management practices, identified by the Regional Water Quality Control Board.
32. If site grading will occur during the nesting season (March 1 through August 30) pre-construction surveys for nesting migratory birds should be conducted by a qualified biologist prior to any soil-altering activity occurring within the project area and a surrounding area of potential effect. The preconstruction surveys shall be conducted within 30 days of any construction or grading activities. If active nests are located during pre-construction surveys, USFWS and/or CDFG shall be notified regarding the status of the nests. Furthermore, construction activities shall be restricted as necessary to avoid disturbance of the nest until it is abandoned or the biologist deems disturbance potential to be minimal. Restrictions may include establishment of buffer zones or alteration of the construction schedule.
33. During site grading, if any prehistoric or historic artifacts or other indications of archaeological resources are found, all work in the immediate vicinity must stop and the City of Guadalupe shall be immediately notified. An archaeologist meeting the Secretary of Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures for the inadvertently discovered cultural resources.
34. During site grading, if human remains are discovered, all work must stop in the immediate vicinity of the find and the County Coroner must be notified, according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner will notify the Native American Heritage Commission and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed.
35. During site grading, if any paleontological resources (fossils) are found, all work in the immediate vicinity must stop and the City of Guadalupe shall be immediately notified. A qualified paleontologist shall be retained to evaluate the finds and recommend appropriate mitigation measures for the inadvertently discovered paleontological resources.
36. All future residential development within the Specific Plan shall be designed in accordance with the requirements of the current edition of the California Building Code and the recommendations contained within the preliminary Soils Engineering Report (dated October 11, 2002), the Soil Corrosivity Study (dated May 21, 2003) and an updated soils report by Geo Solutions (dated March 21, 2014).
- 

37. Prior to the issuance of building permits, erosion prevention and sedimentation control measures shall be incorporated into site construction plans and construction contracts. These measures shall be monitored by the City to ensure effectiveness through construction activities at the project site during the rainy season (November 1 through April 15) of each year. Such measures shall include, but not be limited to the following:
- Limit disturbance of soils removal to the minimum area necessary for access and construction;
 - Re-vegetate disturbed areas with a mix of seeds best suited for the climate and soil conditions, and native to the region;
 - Cover and protect stockpiled soils during periods of rainfall;
 - Inform construction personnel prior to construction and periodically during construction activities of environmental concerns, pertinent laws and regulations, and elements of proposed erosion control measures;
 - Adhere to construction schedules designed to avoid periods of heavy precipitation or high winds; and
 - Ensure that all exposed soil is provided with temporary drainage and soil protection when construction ceases during the winter periods.
38. If significantly contaminated soil and/or ground water is encountered during the removal of on-site debris or during excavation and/or grading both on and offsite, the construction contractors shall stop work and immediately inform the City. A City approved environmental hazardous materials professional shall be contracted to conduct an on-site assessment. If the materials are determined to pose a risk to the public or construction workers, the construction contractor shall prepare and submit a remediation plan to the appropriate agency and comply with all federal, state and local laws.
39. Consistent with notification required by Santa Barbara County as a component of the Right-to-Farm Ordinance, the applicant shall record an Agricultural Notification Statement to run with the Title on all properties sold resold in the proposed development area. The statement shall inform any future property owners of the continuation of agricultural activities in the area and shall disclose the potential effects of agricultural activities on adjacent land uses to future project residents.
40. Prior to issuance of certificate of occupancy, the applicant shall submit an irrevocable offer of Right of Way along the affected frontage as shown in the Improvement Plans adjacent to the Route 166 ROW. The minimum right of way required in the dedication would be 25 feet. All drainage requirements for the project must be accommodated outside of the State's right of way.
41. The applicant shall be responsible for construction of all necessary on-site sewer and water infrastructure, and for a fair share contribution as stated in the Development Agreement dated October 9, 2012 to common off-site improvements. All sewer and water infrastructure shall be designed in accordance with the adopted standards of the City of Guadalupe City Engineer prior to approval of final improvement plans.
42. The Applicant shall demonstrate on all maps and development plans, including landscaping plans, a minimum 100-foot agricultural buffer on the eastern, southern and western boundaries of the DJ Farms site. The minimum distance shall be measured from the nearest



habitable structure to active agricultural operations on adjacent farms. Consistent with the project proposal, the buffer will be fully landscaped and incorporate tree windrows along the inside (residential boundary) and along the property line (agricultural boundary). A Landscape Maintenance District shall be established at the time of project approval to maintain the buffer.

43. To discourage trespassing and vandalism on the adjacent farms to the east and south, a six-foot view-type fence shall be installed along the property boundary. The type of material shall be determined during the site plan review process.
44. All structures constructed near noise generators (roadways and railways) shall be designed and constructed to meet the City's residential indoor noise standard. These measures will likely include sound rated windows and doors. Depending on the proximity of the residences to the railroad tracks, special exterior wall construction might also be required. According to City policies, those residences that must have their windows closed to meet the prescribed interior level will require a ventilation or air-conditioning system to provide a habitable interior environment. Building plans shall be subject to review and approval by the Planning and Building Inspector. Prior to approval of final maps, the applicant shall submit acoustical design data to the City specifying the type and effectiveness of the proposed noise attenuation measures.
45. The Applicant shall submit a noise mitigation plan as part of the building permit application that will include, but not be limited to the following measures:
 - a. Noise generating construction activities will be limited to weekdays between the hours of 7:00am and 7:00pm.
 - b. Construction schedule showing dates and location of activities.
 - c. List of equipment to be used during each major construction phase and sound level estimates for each phase.
 - d. Truck routing to minimize noise at existing noise sensitive uses.
 - e. Location of stationary equipment to minimize noise at sensitive uses.
 - f. Designation of a construction noise coordinator that will be responsible for implementing the noise control measures and responding to complaints. This person's name and contact information should be posted clearly around the project site.

Applicant's Consent to Abide by the Conditions of Approval

GB Land 4, LLC

By: Cloverfield Mgmt, LLC, its manager

By: Mark Kelton Date: 6/23/16
Signature Mark Kelton Vice President

TRACT 29,062

BOND Estimate

8/23/2018

EXHIBIT "B"

DJ Farms - Phase 1

Prepared By: Bethel Engineering

	Quantity	Unit Cost	Sub Total	10% Contingency	Total Cost	% Complete	Total Bond
Sanitary Sewers							
8" SS Pipe, SDR 35 PVC	1400 LF	\$29.00	\$40,600.00	\$4,060.00	\$44,660.00	100%	\$0.00
Service Laterals	3 EA	\$700.00	\$2,100.00	\$210.00	\$2,310.00	100%	\$0.00
S.S. Standard Manhole	4 EA	\$6000.00	\$24,000.00	\$2,400.00	\$26,400.00	100%	\$0.00
6" SS Pipe, SDR 35 PVC	700 LF	\$24.00	\$16,800.00	\$1,680.00	\$18,480.00	100%	\$0.00
Service Laterals	43 EA	\$700.00	\$30,100.00	\$3,010.00	\$33,110.00	100%	\$0.00
S.S. Standard Manhole	5 EA	\$6000.00	\$30,000.00	\$3,000.00	\$33,000.00	100%	\$0.00
6" SS Pipe, SDR 35 PVC	1275 LF	\$24.00	\$30,600.00	\$3,060.00	\$33,660.00	100%	\$0.00
Service Laterals	36 EA	\$700.00	\$25,200.00	\$2,520.00	\$27,720.00	100%	\$0.00
S.S. Standard Manhole	4 EA	\$6000.00	\$24,000.00	\$2,400.00	\$26,400.00	100%	\$0.00
6" SS Pipe, SDR 35 PVC	1200 LF	\$24.00	\$28,800.00	\$2,880.00	\$31,680.00	100%	\$0.00
Service Laterals	34 EA	\$700.00	\$23,800.00	\$2,380.00	\$26,180.00	100%	\$0.00
S.S. Standard Manhole	4 EA	\$6000.00	\$24,000.00	\$2,400.00	\$26,400.00	100%	\$0.00
8" SS Pipe, SDR 35 PVC	1047 LF	\$29.00	\$30,363.00	\$3,036.30	\$33,399.30	100%	\$0.00
Service Laterals	18 EA	\$700.00	\$12,600.00	\$1,260.00	\$13,860.00	100%	\$0.00
S.S. Standard Manhole	7 EA	\$6000.00	\$42,000.00	\$4,200.00	\$46,200.00	100%	\$0.00
Water Distribution							
Highway 166 Bore in Flower	1 LS	\$25000.00	\$25,000.00	\$2,500.00	\$27,500.00	0%	\$27,500.00
Thrust Blocks	20 EA	\$480.00	\$9600.00	\$960.00	\$10,560.00	100%	\$0.00
Connect W.L. to Existing	2 EA	\$2400.00	\$4,800.00	\$480.00	\$5,280.00	100%	\$0.00
12" Pipe, PVC	430 LF	\$50.00	\$21,500.00	\$2,150.00	\$23,650.00	100%	\$0.00
12" Valve Assembly	1 EA	\$3000.00	\$3,000.00	\$300.00	\$3,300.00	100%	\$0.00
4" Purple Pipe, PVC	1420 LF	\$20.00	\$28,400.00	\$2,840.00	\$31,240.00	100%	\$0.00
6" Pipe, PVC	1400 LF	\$28.00	\$39,200.00	\$3,920.00	\$43,120.00	100%	\$0.00
10" Pipe, PVC	1400 LF	\$38.00	\$53,200.00	\$5,320.00	\$58,520.00	100%	\$0.00
6" Valve Assembly	5 EA	\$1000.00	\$5,000.00	\$500.00	\$5,500.00	100%	\$0.00
Fire Hydrants	4 EA	\$3500.00	\$14,000.00	\$1,400.00	\$15,400.00	100%	\$0.00
4" Purple Pipe, PVC	990 LF	\$20.00	\$19,800.00	\$1,980.00	\$21,780.00	100%	\$0.00
6" Pipe, PVC	1340 LF	\$28.00	\$37,520.00	\$3,752.00	\$41,272.00	100%	\$0.00
4" Valve Assembly	2 EA	\$1000.00	\$2,000.00	\$200.00	\$2,200.00	100%	\$0.00
6" Valve Assembly	2 EA	\$1000.00	\$2,000.00	\$200.00	\$2,200.00	100%	\$0.00
Water Service	43 EA	\$250.00	\$10,750.00	\$1,075.00	\$11,825.00	100%	\$0.00
Landscap Service	2 EA	\$250.00	\$500.00	\$50.00	\$550.00	100%	\$0.00
Fire Hydrants	4 EA	\$3500.00	\$14,000.00	\$1,400.00	\$15,400.00	100%	\$0.00
4" Purple Pipe, PVC	15 LF	\$20.00	\$300.00	\$30.00	\$330.00	100%	\$0.00
6" Pipe, PVC	1350 LF	\$28.00	\$37,800.00	\$3,780.00	\$41,580.00	100%	\$0.00
6" Valve Assembly	2 EA	\$1000.00	\$2,000.00	\$200.00	\$2,200.00	100%	\$0.00
Water Service	36 EA	\$250.00	\$9,000.00	\$900.00	\$9,900.00	100%	\$0.00
Landscap Service	1 EA	\$250.00	\$250.00	\$25.00	\$275.00	100%	\$0.00

	Quantity	Unit Cost	Sub Total	10% Contingency	Total Cost	% Complete	Total Bond
Fire Hydrants	4 EA	\$3500.00	\$14,000.00	\$1,400.00	\$15,400.00	100%	\$0.00
6" Pipe, PVC	1283 LF	\$28.00	\$35,924.00	\$3,592.40	\$39,516.40	100%	\$0.00
6" Valve Assembly	2 EA	\$1000.00	\$2,000.00	\$200.00	\$2,200.00	100%	\$0.00
Water Service	34 EA	\$250.00	\$8,500.00	\$850.00	\$9,350.00	100%	\$0.00
Fire Hydrants	4 EA	\$3500.00	\$14,000.00	\$1,400.00	\$15,400.00	100%	\$0.00
6" Pipe, PVC	1047 LF	\$28.00	\$29,316.00	\$2,931.60	\$32,247.60	100%	\$0.00
6" Valve Assembly	12 EA	\$1000.00	\$12,000.00	\$1,200.00	\$13,200.00	100%	\$0.00
Water Service	18 EA	\$250.00	\$4,500.00	\$450.00	\$4,950.00	100%	\$0.00
Fire Hydrants	1 EA	\$3500.00	\$3,500.00	\$350.00	\$3,850.00	100%	\$0.00
4" Purple Pipe, PVC	500 LF	\$20.00	\$10,000.00	\$1,000.00	\$11,000.00	100%	\$0.00
6" Pipe, PVC	500 LF	\$28.00	\$14,000.00	\$1,400.00	\$15,400.00	100%	\$0.00
4" Valve Assembly	2 EA	\$1000.00	\$2,000.00	\$200.00	\$2,200.00	100%	\$0.00
6" Valve Assembly	6 EA	\$1000.00	\$6,000.00	\$600.00	\$6,600.00	100%	\$0.00
4" Purple Pipe, PVC	120 LF	\$20.00	\$2,400.00	\$240.00	\$2,640.00	100%	\$0.00
6" Pipe, PVC	120 LF	\$28.00	\$3,360.00	\$336.00	\$3,696.00	100%	\$0.00
Dry Utilities							
Utility Trenching/Conduit	375 LF	\$6.00	\$2,250.00	\$225.00	\$2,475.00	0%	\$2,475.00
Street Lights	2 EA	\$4800.00	\$9,600.00	\$960.00	\$10,560.00	0%	\$10,560.00
Utility Trenching/Conduit	1536 LF	\$6.00	\$9,216.00	\$921.60	\$10,137.60	100%	\$0.00
Street Lights	9 EA	\$4800.00	\$43,200.00	\$4,320.00	\$47,520.00	0%	\$47,520.00
Utility Trenching/Conduit	1350 LF	\$6.00	\$8,100.00	\$810.00	\$8,910.00	100%	\$0.00
Street Lights	8 EA	\$4800.00	\$38,400.00	\$3,840.00	\$42,240.00	0%	\$42,240.00
Utility Trenching/Conduit	1350 LF	\$6.00	\$8,100.00	\$810.00	\$8,910.00	0%	\$8,910.00
Street Lights	7 EA	\$4800.00	\$33,600.00	\$3,360.00	\$36,960.00	0%	\$36,960.00
Utility Trenching/Conduit	1283 LF	\$6.00	\$7,698.00	\$769.80	\$8,467.80	0%	\$8,467.80
Street Lights	7 EA	\$4800.00	\$33,600.00	\$3,360.00	\$36,960.00	0%	\$36,960.00
Utility Trenching/Conduit	1047 LF	\$6.00	\$6,282.00	\$628.20	\$6,910.20	100%	\$0.00
Street Lights	6 EA	\$4800.00	\$28,800.00	\$2,880.00	\$31,680.00	0%	\$31,680.00
Utility Trenching/Conduit	500 LF	\$6.00	\$3,000.00	\$300.00	\$3,300.00	0%	\$3,300.00
Street Lights	3 EA	\$4800.00	\$14,400.00	\$1,440.00	\$15,840.00	0%	\$15,840.00
Storm Drainage							
24" RCP SD	730 LF	\$50.00	\$36,500.00	\$3,650.00	\$40,150.00	100%	\$0.00
18" RCP SD	720 LF	\$40.00	\$28,800.00	\$2,880.00	\$31,680.00	100%	\$0.00
Drainage Inlet Curb Opening	3 EA	\$6000.00	\$18,000.00	\$1,800.00	\$19,800.00	100%	\$0.00
LA Co. Standard Manhole	5 EA	\$4000.00	\$20,000.00	\$2,000.00	\$22,000.00	100%	\$0.00
24" RCP SD	752 LF	\$50.00	\$37,600.00	\$3,760.00	\$41,360.00	100%	\$0.00
18" RCP SD	260 LF	\$40.00	\$10,400.00	\$1,040.00	\$11,440.00	100%	\$0.00
Drainage Inlet Curb Opening	2 EA	\$6000.00	\$12,000.00	\$1,200.00	\$13,200.00	100%	\$0.00
LA Co. Standard Manhole	6 EA	\$4000.00	\$24,000.00	\$2,400.00	\$26,400.00	100%	\$0.00
Drainage Inlet Curb Opening	1 EA	\$6000.00	\$6,000.00	\$600.00	\$6,600.00	100%	\$0.00
LA Co. Standard Manhole	4 EA	\$4000.00	\$16,000.00	\$1,600.00	\$17,600.00	100%	\$0.00
36" RCP SD	390 LF	\$70.00	\$27,300.00	\$2,730.00	\$30,030.00	100%	\$0.00

		Quantity	Unit Cost	Sub Total	10% Contingency	Total Cost	% Complete	Total Bond
24" RCP SD	Ninos Dr.	320 LF	\$50.00	\$16,000.00	\$1,600.00	\$17,600.00	100%	\$0.00
Drainage Inlet Curb Opening	Ninos Dr.	7 EA	\$6000.00	\$42,000.00	\$4,200.00	\$46,200.00	100%	\$0.00
18" RCP SD	Arroyo Seco Dr.	275 LF	\$40.00	\$11,000.00	\$1,100.00	\$12,100.00	100%	\$0.00
Drainage Inlet Curb Opening	Arroyo Seco Dr.	1 EA	\$6000.00	\$6,000.00	\$600.00	\$6,600.00	100%	\$0.00
LA Co. Standard Manhole	Arroyo Seco Dr.	1 EA	\$4000.00	\$4,000.00	\$400.00	\$4,400.00	100%	\$0.00
24" RCP SD	Carrasco Dr.	120 LF	\$50.00	\$6,000.00	\$600.00	\$6,600.00	100%	\$0.00
18" RCP SD	Carrasco Dr.	75 LF	\$40.00	\$3,000.00	\$300.00	\$3,300.00	100%	\$0.00
Drainage Inlet Curb Opening	Carrasco Dr.	1 EA	\$6000.00	\$6,000.00	\$600.00	\$6,600.00	100%	\$0.00
LA Co. Standard Manhole	Carrasco Dr.	1 EA	\$4000.00	\$4,000.00	\$400.00	\$4,400.00	100%	\$0.00
Surface Improvements								
4.5" AC ON 12.5" AB	Flower Ave.	22572 SF	\$4.50	\$101,574.00	\$10,157.40	\$111,731.40	0%	\$111,731.40
4.5" AC ON 12.5" AB	Buena Vista	116800 SF	\$4.50	\$525,600.00	\$52,560.00	\$578,160.00	0%	\$578,160.00
3.5" AC on 12" AB	Hacienda Dr.	53859 SF	\$3.60	\$193,892.40	\$19,389.24	\$213,281.64	0%	\$213,281.64
3.5" AC ON 12" AB	La Joya Dr.	44400 SF	\$3.60	\$159,840.00	\$15,984.00	\$175,824.00	0%	\$175,824.00
3.5" AC on 12" AB	Jalama Dr.	46250 SF	\$3.60	\$166,500.00	\$16,650.00	\$183,150.00	0%	\$183,150.00
4.5" AC on 12.5" AB	Ninos Dr.	38000 SF	\$4.50	\$171,000.00	\$17,100.00	\$188,100.00	0%	\$188,100.00
4.5" AC on 12.5" AB	Arroyo Seco Dr.	18900 SF	\$4.50	\$85,050.00	\$8,505.00	\$93,555.00	0%	\$93,555.00
3.5" AC on 12" AB	Carrasco Dr.	4560 SF	\$3.60	\$16,416.00	\$1,641.60	\$18,057.60	0%	\$18,057.60
6" PCC Curb & Gutter	Flower Ave.	679 LF	\$18.00	\$12,222.00	\$1,222.20	\$13,444.20	0%	\$13,444.20
6" PCC Curb & Gutter	Buena Vista	2920 LF	\$18.00	\$52,560.00	\$5,256.00	\$57,816.00	0%	\$57,816.00
6" PCC Curb & Gutter	Hacienda Dr.	2480 LF	\$18.00	\$44,640.00	\$4,464.00	\$49,104.00	0%	\$49,104.00
6" PCC Curb & Gutter	La Joya Dr.	2260 LF	\$18.00	\$40,680.00	\$4,068.00	\$44,748.00	0%	\$44,748.00
6" PCC Curb & Gutter	Jalama Dr.	2268 LF	\$18.00	\$40,824.00	\$4,082.40	\$44,906.40	0%	\$44,906.40
6" PCC Curb & Gutter	Ninos Dr.	1840 LF	\$18.00	\$33,120.00	\$3,312.00	\$36,432.00	0%	\$36,432.00
6" PCC Curb & Gutter	Arroyo Seco Dr.	690 LF	\$18.00	\$12,420.00	\$1,242.00	\$13,662.00	0%	\$13,662.00
6" PCC Curb & Gutter	Carrasco Dr.	180 LF	\$18.00	\$3,240.00	\$324.00	\$3,564.00	0%	\$3,564.00
6" PCC Curb Only	Hacienda Dr.	171 LF	\$12.00	\$2,052.00	\$205.20	\$2,257.20	0%	\$2,257.20
6" PCC Curb Only	La Joya Dr.	226 LF	\$12.00	\$2,712.00	\$271.20	\$2,983.20	0%	\$2,983.20
6" PCC Curb Only	Jalama Dr.	228 LF	\$12.00	\$2,736.00	\$273.60	\$3,009.60	0%	\$3,009.60
V Gutter	Hacienda Dr.	135 LF	\$6.00	\$810.00	\$81.00	\$891.00	0%	\$891.00
V Gutter	La Joya Dr.	190 LF	\$6.00	\$1,140.00	\$114.00	\$1,254.00	0%	\$1,254.00
V Gutter	Jalama Dr.	192 LF	\$6.00	\$1,152.00	\$115.20	\$1,267.20	0%	\$1,267.20
PCC Cross Gutter &	Flower Ave.	4320 SF	\$9.60	\$41,472.00	\$4,147.20	\$45,619.20	0%	\$45,619.20
PCC Cross Gutter &	Buena Vista	720 SF	\$9.60	\$6,912.00	\$691.20	\$7,603.20	0%	\$7,603.20
PCC Driveway	Flower Ave.	131 EA	\$360.00	\$47,160.00	\$4,716.00	\$51,876.00	0%	\$51,876.00
PCC Sidewalk	Buena Vista	6785 SF	\$6.00	\$40,710.00	\$4,071.00	\$44,781.00	0%	\$44,781.00
PCC Sidewalk	Hacienda Dr.	19184 SF	\$6.00	\$115,104.00	\$11,510.40	\$126,614.40	0%	\$126,614.40
PCC Sidewalk	La Joya Dr.	7548 SF	\$6.00	\$45,288.00	\$4,528.80	\$49,816.80	0%	\$49,816.80
PCC Sidewalk	Jalama Dr.	7136 SF	\$6.00	\$42,816.00	\$4,281.60	\$47,097.60	0%	\$47,097.60
PCC Sidewalk	Jalama Dr.	7664 SF	\$6.00	\$45,984.00	\$4,598.40	\$50,582.40	0%	\$50,582.40
PCC Sidewalk	Ninos Dr.	9888 SF	\$6.00	\$59,328.00	\$5,932.80	\$65,260.80	0%	\$65,260.80
PCC Sidewalk	Arroyo Seco Dr.	1140 SF	\$6.00	\$6,840.00	\$684.00	\$7,524.00	0%	\$7,524.00

	Quantity	Unit Cost	Sub Total	10% Contingency	Total Cost	% Complete	Total Bond
PCC Sidewalk	720 SF	\$6.00	\$4,320.00	\$432.00	\$4,752.00	0%	\$4,752.00
Sidewalk Drain	4 EA	\$1200.00	\$4,800.00	\$480.00	\$5,280.00	0%	\$5,280.00
Pedestrian Access Ramp	2 EA	\$1,440.00	\$2,880.00	\$288.00	\$3,168.00	0%	\$3,168.00
Pedestrian Access Ramp	6 EA	\$1,440.00	\$8,640.00	\$864.00	\$9,504.00	0%	\$9,504.00
Pedestrian Access Ramp	3 EA	\$1,440.00	\$4,320.00	\$432.00	\$4,752.00	0%	\$4,752.00
Pedestrian Access Ramp	2 EA	\$1,440.00	\$2,880.00	\$288.00	\$3,168.00	0%	\$3,168.00
Pedestrian Access Ramp	13 EA	\$1,440.00	\$18,720.00	\$1,872.00	\$20,592.00	0%	\$20,592.00
Pedestrian Access Ramp	6 EA	\$1,440.00	\$8,640.00	\$864.00	\$9,504.00	0%	\$9,504.00
Street Signs w/Pole	10 EA	\$360.00	\$3,600.00	\$360.00	\$3,960.00	0%	\$3,960.00
Fire Hydrant Marking	17 EA	\$30.00	\$510.00	\$51.00	\$561.00	0%	\$561.00
Landscaping	31901 SF	\$8.00	\$255,208.00	\$25,520.80	\$280,728.80	0%	\$280,728.80
Monumentation	1 LS	\$52000.00	\$52,000.00	\$5,200.00	\$57,200.00	0%	\$57,200.00
				TOTAL	\$4,012,836.74		\$2,671,627.64

Sanitary Sewers Sub-Total	\$0.00
Water Distribution Sub-Total	\$27,500.00
Dry Utilities Sub-Total	\$244,912.80
Storm Drainage Sub-Total	\$0.00
Surface Improvements Sub-Total	\$2,737,143.64
TRACT 29,062 PHASE 1 BOND TOTAL	\$3,009,556.44

TRACT 29,062
BOND Estimate

8/23/2018

DJ Farms - Phase 2

Prepared By: Bethel Engineering

	Quantity	Unit Cost	Sub Total	10% Contingency	Total Cost	% Complete	Total Bond
Sanitary Sewers							
6" SS Pipe, SDR 35 PVC	700 LF	\$24.00	\$16,800.00	\$1,680.00	\$18,480.00	0%	\$18,480.00
Service Laterals	33 EA	\$700.00	\$23,100.00	\$2,310.00	\$25,410.00	0%	\$25,410.00
S.S. Standard Manhole	4 EA	\$6000.00	\$24,000.00	\$2,400.00	\$26,400.00	0%	\$26,400.00
6" SS Pipe, SDR 35 PVC	1010 LF	\$24.00	\$24,240.00	\$2,424.00	\$26,664.00	0%	\$26,664.00
Service Laterals	34 EA	\$700.00	\$23,800.00	\$2,380.00	\$26,180.00	0%	\$26,180.00
S.S. Standard Manhole	4 EA	\$6000.00	\$24,000.00	\$2,400.00	\$26,400.00	0%	\$26,400.00
8" SS Pipe, SDR 35 PVC	1400 LF	\$29.00	\$40,600.00	\$4,060.00	\$44,660.00	0%	\$44,660.00
Service Laterals	19 EA	\$700.00	\$13,300.00	\$1,330.00	\$14,630.00	0%	\$14,630.00
S.S. Standard Manhole	4 EA	\$6000.00	\$24,000.00	\$2,400.00	\$26,400.00	0%	\$26,400.00
Water Distribution							
Thrust Blocks	12 EA	\$480.00	\$5760.00	\$576.00	\$6,336.00	0%	\$6,336.00
Connect W.L. to Existing	2 EA	\$2400.00	\$4800.00	\$480.00	\$5,280.00	0%	\$5,280.00
4" Purple Pipe, PVC	460 LF	\$20.00	\$9,200.00	\$920.00	\$10,120.00	0%	\$10,120.00
6" Pipe, PVC	1230 LF	\$28.00	\$34,440.00	\$3,444.00	\$37,884.00	0%	\$37,884.00
6" Valve Assembly	2 EA	\$1000.00	\$2,000.00	\$200.00	\$2,200.00	0%	\$2,200.00
Water Service	33 EA	\$250.00	\$8,250.00	\$825.00	\$9,075.00	0%	\$9,075.00
Landscape Service	2 EA	\$250.00	\$500.00	\$50.00	\$550.00	0%	\$550.00
Fire Hydrants	4 EA	\$3500.00	\$14,000.00	\$1,400.00	\$15,400.00	0%	\$15,400.00
4" Purple Pipe, PVC	950 LF	\$20.00	\$19,000.00	\$1,900.00	\$20,900.00	0%	\$20,900.00
6" Pipe, PVC	1100 LF	\$28.00	\$30,800.00	\$3,080.00	\$33,880.00	0%	\$33,880.00
Water Service	34 EA	\$250.00	\$8,500.00	\$850.00	\$9,350.00	0%	\$9,350.00
Landscape Service	2 EA	\$250.00	\$500.00	\$50.00	\$550.00	0%	\$550.00
Fire Hydrants	4 EA	\$3500.00	\$14,000.00	\$1,400.00	\$15,400.00	0%	\$15,400.00
4" Purple Pipe, PVC	1125 LF	\$20.00	\$22,500.00	\$2,250.00	\$24,750.00	0%	\$24,750.00
6" Pipe, PVC	1125 LF	\$28.00	\$31,500.00	\$3,150.00	\$34,650.00	0%	\$34,650.00
Water Service	19 EA	\$250.00	\$4,750.00	\$475.00	\$5,225.00	0%	\$5,225.00
Fire Hydrants	3 EA	\$3500.00	\$10,500.00	\$1,050.00	\$11,550.00	0%	\$11,550.00
6" Pipe, PVC	120 LF	\$28.00	\$3,360.00	\$336.00	\$3,696.00	0%	\$3,696.00
4" Purple Pipe, PVC	430 LF	\$20.00	\$8,600.00	\$860.00	\$9,460.00	0%	\$9,460.00
6" Pipe, PVC	475 LF	\$28.00	\$13,300.00	\$1,330.00	\$14,630.00	0%	\$14,630.00
4" Valve Assembly	4 EA	\$1000.00	\$4,000.00	\$400.00	\$4,400.00	0%	\$4,400.00
6" Valve Assembly	6 EA	\$1000.00	\$6,000.00	\$600.00	\$6,600.00	0%	\$6,600.00
Dry Utilities							
Utility Trenching/Conduit Install	1230 LF	\$6.00	\$7,380.00	\$738.00	\$8,118.00	0%	\$8,118.00
Street Lights	6 EA	\$4800.00	\$28,800.00	\$2,880.00	\$31,680.00	0%	\$31,680.00
Utility Trenching/Conduit Install	1000 LF	\$6.00	\$6,000.00	\$600.00	\$6,600.00	0%	\$6,600.00
Street Lights	6 EA	\$4800.00	\$28,800.00	\$2,880.00	\$31,680.00	0%	\$31,680.00
Utility Trenching/Conduit Install	1125 LF	\$6.00	\$6,750.00	\$675.00	\$7,425.00	0%	\$7,425.00

Street Lights	Manzanita St.	6 EA	\$4800.00	\$28,800.00	\$2,880.00	\$31,680.00	0%	\$31,680.00	
Utility Trenching/Conduit Install	Arroyo Seco Dr.	430 LF	\$6.00	\$2,580.00	\$258.00	\$2,838.00	0%	\$2,838.00	
Street Lights	Arroyo Seco Dr.	3 EA	\$4800.00	\$14,400.00	\$1,440.00	\$15,840.00	0%	\$15,840.00	
Storm Drainage									
24" RCP SD	Ladera Dr.	614 LF	\$50.00	\$30,700.00	\$3,070.00	\$33,770.00	0%	\$33,770.00	
18" RCP SD	Ladera Dr.	236 LF	\$40.00	\$9,440.00	\$944.00	\$10,384.00	0%	\$10,384.00	
LA Co. Standard Manhole	Ladera Dr.	4 EA	\$4000.00	\$16,000.00	\$1,600.00	\$17,600.00	0%	\$17,600.00	
18" RCP SD	Lazo Dr.	790 LF	\$40.00	\$31,600.00	\$3,160.00	\$34,760.00	0%	\$34,760.00	
Drainage Inlet Curb Opening	Lazo Dr.	2 EA	\$6000.00	\$12,000.00	\$1,200.00	\$13,200.00	0%	\$13,200.00	
LA Co. Standard Manhole	Lazo Dr.	3 EA	\$4000.00	\$12,000.00	\$1,200.00	\$13,200.00	0%	\$13,200.00	
42" RCP SD	Manzanita St.	65 LF	\$80.00	\$5,200.00	\$520.00	\$5,720.00	0%	\$5,720.00	
36" RCP SD	Manzanita St.	1000 LF	\$70.00	\$70,000.00	\$7,000.00	\$77,000.00	0%	\$77,000.00	
30" RCP SD	Manzanita St.	550 LF	\$60.00	\$33,000.00	\$3,300.00	\$36,300.00	0%	\$36,300.00	
24" RCP SD	Manzanita St.	500 LF	\$50.00	\$25,000.00	\$2,500.00	\$27,500.00	0%	\$27,500.00	
Drainage Inlet Curb Opening	Manzanita St.	2 EA	\$6000.00	\$12,000.00	\$1,200.00	\$13,200.00	0%	\$13,200.00	
LA Co. Standard Manhole	Manzanita St.	5 EA	\$4000.00	\$20,000.00	\$2,000.00	\$22,000.00	0%	\$22,000.00	
Drainage Inlet Curb Opening	Carrasco Dr.	7 EA	\$6000.00	\$42,000.00	\$4,200.00	\$46,200.00	0%	\$46,200.00	
LA Co. Standard Manhole	Carrasco Dr.	9 EA	\$4000.00	\$36,000.00	\$3,600.00	\$39,600.00	0%	\$39,600.00	
36" RCP SD	Arroyo Seco Dr.	56 LF	\$70.00	\$3,920.00	\$392.00	\$4,312.00	0%	\$4,312.00	
18" RCP SD	Arroyo Seco Dr.	415 LF	\$40.00	\$16,600.00	\$1,660.00	\$18,260.00	0%	\$18,260.00	
Drainage Inlet Curb Opening	Arroyo Seco Dr.	3 EA	\$6000.00	\$18,000.00	\$1,800.00	\$19,800.00	0%	\$19,800.00	
LA Co. Standard Manhole	Arroyo Seco Dr.	1 EA	\$4000.00	\$4,000.00	\$400.00	\$4,400.00	0%	\$4,400.00	
Surface Improvements									
Sidewalk Drain		4 EA	\$1200.00	\$4,800.00	\$480.00	\$5,280.00	0%	\$5,280.00	
3.5" AC ON 12" AB	Ladera Dr.	44400 SF	\$3.60	\$159,840.00	\$15,984.00	\$175,824.00	0%	\$175,824.00	
3.5" AC ON 12" AB	Lazo Dr.	44400 SF	\$3.60	\$159,840.00	\$15,984.00	\$175,824.00	0%	\$175,824.00	
4.5" AC on 12.5" AB	Manzanita St.	46125 SF	\$4.50	\$207,562.50	\$20,756.25	\$228,318.75	0%	\$228,318.75	
3.5" AC ON 12" AB	Carrasco Dr.	4560 SF	\$3.60	\$16,416.00	\$1,641.60	\$18,057.60	0%	\$18,057.60	
4.5" AC on 12.5" AB	Arroyo Seco Dr.	22050 SF	\$4.50	\$99,225.00	\$9,922.50	\$109,147.50	0%	\$109,147.50	
6" PCC Curb & Gutter	Ladera Dr.	2220 LF	\$18.00	\$39,960.00	\$3,996.00	\$43,956.00	0%	\$43,956.00	
6" PCC Curb & Gutter	Lazo Dr.	2263 LF	\$18.00	\$40,734.00	\$4,073.40	\$44,807.40	0%	\$44,807.40	
6" PCC Curb & Gutter	Manzanita St.	2360 LF	\$18.00	\$42,480.00	\$4,248.00	\$46,728.00	0%	\$46,728.00	
6" PCC Curb & Gutter	Carrasco Dr.	180 LF	\$18.00	\$3,240.00	\$324.00	\$3,564.00	0%	\$3,564.00	
6" PCC Curb & Gutter	Arroyo Seco Dr.	720 LF	\$18.00	\$12,960.00	\$1,296.00	\$14,256.00	0%	\$14,256.00	
6" PCC Curb Only	Ladera Dr.	176 LF	\$12.00	\$2,112.00	\$211.20	\$2,323.20	0%	\$2,323.20	
6" PCC Curb Only	Lazo Dr.	180 LF	\$12.00	\$2,160.00	\$216.00	\$2,376.00	0%	\$2,376.00	
V Gutter	Ladera Dr.	140 LF	\$6.00	\$840.00	\$84.00	\$924.00	0%	\$924.00	
V Gutter	Lazo Dr.	144 LF	\$6.00	\$864.00	\$86.40	\$950.40	0%	\$950.40	
PCC Driveway		86 EA	\$360.00	\$30,960.00	\$3,096.00	\$34,056.00	0%	\$34,056.00	
PCC Sidewalk	Ladera Dr.	7328 SF	\$6.00	\$43,968.00	\$4,396.80	\$48,364.80	0%	\$48,364.80	
PCC Sidewalk	Lazo Dr.	6876 SF	\$6.00	\$41,256.00	\$4,125.60	\$45,381.60	0%	\$45,381.60	
PCC Sidewalk	Manzanita St.	15344 SF	\$6.00	\$92,064.00	\$9,206.40	\$101,270.40	0%	\$101,270.40	

PCC Sidewalk	Carrasco Dr.	720 SF	\$6.00	\$4,320.00	\$432.00	\$4,752.00	0%	\$4,752.00
PCC Sidewalk	Arroyo Seco Dr.	1170 SF	\$6.00	\$7,020.00	\$702.00	\$7,722.00	0%	\$7,722.00
Pedestrian Access Ramp w/curb	Ladera Dr.	2 EA	\$1,440.00	\$2,880.00	\$288.00	\$3,168.00	0%	\$3,168.00
Pedestrian Access Ramp w/curb	Arroyo Seco Dr.	5 EA	\$1,440.00	\$7,200.00	\$720.00	\$7,920.00	0%	\$7,920.00
Street Signs w/Pole		6 EA	\$360.00	\$2,160.00	\$216.00	\$2,376.00	0%	\$2,376.00
Barricades 50' long		1 EA	\$840.00	\$840.00	\$84.00	\$924.00	0%	\$924.00
Fire Hydrant Marking		11 EA	\$30.00	\$330.00	\$33.00	\$363.00	0%	\$363.00
Landscaping		20560 SF	\$8.00	\$164,480.00	\$16,448.00	\$180,928.00	0%	\$180,928.00

Sanitary Sewers Sub-Total	\$235,224.00
Water Distribution Sub-Total	\$281,886.00
Dry Utilities Sub-Total	\$135,861.00
Storm Drainage Sub-Total	\$437,206.00
Surface Improvements Sub-Total	\$1,309,562.65
Bond Total	\$2,399,739.65