

COUNTY OF FRESNO  
SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this 20th day of June, 20 17  
by and between the COUNTY OF FRESNO, a political subdivision of the State of  
California, hereinafter referred to as "COUNTY" and TELESMANIC BROTHERS, LLC, a  
California Limited Liability Company, SUBDIVIDER of the hereinafter named subdivision  
and referred to herein as "SUBDIVIDER".

WITNESSETH

WHEREAS, SUBDIVIDER has presented to the COUNTY a final map of a  
proposed subdivision of land located within the County of Fresno and described as  
Tract No. 6057 and,

WHEREAS, said SUBDIVIDER has requested the COUNTY to accept the  
dedications indicated on said map for the use and purpose specified thereon, and to  
approve said map in order that the same may be recorded, as required by law; and,

WHEREAS, the COUNTY requires as a condition precedent to the acceptance  
and approval of said map, the dedication of such streets, highways, public places, and  
easements as delineated and shown on said map, and deems the same as necessary  
for public use; and,

WHEREAS, the Ordinance Code of the County of Fresno requires SUBDIVIDER  
to enter into this Agreement with the COUNTY when all required work is not completed  
at the time the map is submitted for approval; and,

WHEREAS, all required construction, including road and drainage facilities have  
not been completed, and

1                   NOW, THEREFORE, in consideration of the acceptance of the offer of  
2 dedication of the streets, public ways, easements and facilities as shown on said map,  
3 and the approval of said map for filing and recording as required by law, it is mutually  
4 agreed as follows:

5 PERFORMANCE SCHEDULE:

6                   SUBDIVIDER agrees that the work hereinafter specified shall be constructed in  
7 accordance with the following completion schedule:

8           Excavation and grading	Completed
9           Underground utilities	Completed
10          Pavement	85% Complete
11          Complete all work	July 2019

12 ROAD IMPROVEMENTS:

13                  SUBDIVIDER agrees:

14                1.     To construct all required improvements in accordance with the  
15 improvement plans and specifications approved by the Department of Public Works and  
16 Planning, hereinafter referred to as the "approved plans".

17                2.     To grade, place aggregate base, pave, and construct drainage facilities on  
18 North Durant Avenue in accordance with the approved plans, the applicable  
19 improvement standards, the specifications, and this Agreement.

20                3.     To obtain and pay for any retesting required by the Department of Public  
21 Works and Planning. The sampling and testing may be done by any recognized testing  
22 firm acceptable to the Department of Public Works and Planning.

23                4.     To install or so provide for installation that no finished surface need be  
24 reopened, all electrical underground lines, telephone lines, and any other underground  
25 utility or drainage system, prior to paving roads. All underground utilities and any  
26 existing underground utilities shall be lowered to a depth of not less than 24 inches  
27 (measured from top of pipe) below street grade shown on the approved plans.

1           5.     To require SUBDIVIDER'S engineer to verify and certify the subgrade and  
2 aggregate base elevations to the Department of Public Works and Planning prior to the  
3 placement of asphalt paving.

4           6.     To construct all required improvements in accordance with the  
5 improvement plans and specifications for each improvement approved by the Public  
6 Works and Planning, hereinafter referred to as "approved plans" and this Agreement.

7           7.     To maintain an all weather access to all lots that have been issued a  
8 building permit until permanent access is provided. (Note: Building permits shall not be  
9 issued on any lot of this subdivision until such time that the any associated fire  
10 protection facilities are in place and operating.)

11          8.     To fog seal all roads in accordance with the approved plans.

12          9.     The Director of Public Works and Planning, at his sole discretion, may  
13 require changes, alterations, or additional work not shown on the approved plans, when  
14 it is deemed necessary, provided such changes, alterations, or additional work do not  
15 exceed ten percent (10%) of the original estimated cost of the improvements.

16 DRAINAGE FACILITIES:

17          10.    That additional drainage facilities not shown on the approved plans shall  
18 be constructed when deemed necessary by the Director of Public Works and Planning.

19          11.    That all drainage structures shall be constructed in accordance with the  
20 Fresno County Improvement Standards or as approved by the Director of Public Works  
21 and Planning.

22 ELECTRICAL AND TELEPHONE LINES AND OTHER UTILITIES:

23          12.    That all services and electrical and telephone lines shall be placed  
24 underground including any other existing facilities within the limits of this subdivision.

25          13.    That all necessary financial arrangements have been made with the  
26 Pacific Gas and Electric Company and the providing local Telephone Company for the  
27 in-tract facilities.

MAINTENANCE:

14. To provide maintenance of North Durant Avenue and all associated drainage facilities for a period of one year after completion and acceptance of the work by the COUNTY.

Permanent maintenance shall be assumed by the Homeowners Association serving the tract prior to release of the improvement security posted to guarantee completion and maintenance of the work.

15. To provide maintenance of the recreation and open space outlots through the tract Homeowners Association.

ADDITIONAL CONDITIONS:

16. SUBDIVIDER is responsible for all work until the work is accepted by the COUNTY. COUNTY'S acceptance shall be conditioned upon the acceptance of the work by other applicable agencies, including but not limited to Fresno County Fire District.

17. SUBDIVIDER shall cause to be placed by authorized persons, all survey monuments and lot corners as shown on the final map.

18. SUBDIVIDER shall furnish to the COUNTY a set of as-built plans for all work performed prior to the release of the maintenance security.

19. In the event an extension is granted to the time within which all work is to be completed on this Tract, SUBDIVIDER hereby agrees that it will comply with all the applicable improvement standards in effect at the time the extension is granted. Failure to make a timely request for an extension may result in the refusal of building permits for undeveloped lots within the tract until such time as the request is made and acted upon by the County Board of Supervisors.

FEES AND SECURITIES:

20. SUBDIVIDER has provided security in the amount of \$1,000.00 to guarantee placement of survey monuments.

1           21.     SUBDIVIDER has submitted to COUNTY improvement security in the  
2 amount of \$55,900.50 which sum constitutes 100 percent of the estimated cost of all  
3 work to guarantee performance and maintenance, plus 10 percent, and improvement  
4 security in the amount of \$10,000.00, to guarantee payment of labor and materials as  
5 provided in the Subdivision Map Act, which sum constitutes 50 percent of the estimated  
6 cost of all required improvements.

7           The securities for performance hereinabove provided shall be for the  
8 purpose of securing the completion of said work, together with any changes, alterations,  
9 or additional work provided such changes, alterations, or additional work does not  
10 exceed ten percent of the original estimated cost of the improvement.

11           22.     When the work has been completed and accepted, the performance and  
12 maintenance security may be reduced to \$ 16,250.00. This amount shall guarantee  
13 maintenance of North Durant Avenue for a period of one year after completion of the  
14 work thereof against any defective work or labor done or defective materials furnished in  
15 the construction of the roads.

16           23.     SUBDIVIDER has paid plan check and inspection fees in the amount of  
17 \$44,247.00 to COUNTY.

18           24.     SUBDIVIDER has paid an Agreement Administration Fee in the amount of  
19 \$488.00 to COUNTY.

20           25.     The provisions of the Agreement shall be binding upon the parties hereto  
21 and their heirs, successors, or assigns.

22           26.     This Agreement shall not be assignable by SUBDIVIDER without the prior  
23 written consent of COUNTY'S Director of the Department of Public Works and Planning.  
24 Any assignee shall take this Agreement subject to the covenants and conditions set  
25 forth herein.

26           27.     Hold Harmless and Indemnification. Each party agrees to defend and  
27 hold harmless the other party from any and all loss or liability arising from the death or  
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1 injury of any person, or damage to real or personal property caused by each party's own  
2 agent or employee. More specifically:

3 a. SUBDIVIDER agrees to hold harmless, defend and indemnify  
4 COUNTY, its Board of Supervisors, officers, and employees from every claim, demand,  
5 suit, loss and damage arising from:

6 (1) Any act, omission, neglect or fault of SUBDIVIDER, their  
7 engineers, contractors or agents, or the employees of the same.

8 (2) Any act, omission, neglect or fault, except for the sole  
9 negligence or willful conduct of the COUNTY, its Board of Supervisors, officers or  
10 employees.

11 (3) Any injury to, or death of, any person or damage to any  
12 property sustained while on the real property described as Tract No. 6057 or on any  
13 property immediately adjacent to such property, or upon any street or highway running  
14 through such property or immediately adjacent to such property, which is in connection  
15 with or alleged to be in connection with the construction of improvements for Tract No.  
16 6057.

17 (4) Any injury to, death of, or damage to, the property of  
18 SUBDIVIDER, or its agents, engineers or contractors, or their employees.

19 (5) Any damage to or taking of any property arising from said  
20 plans, specifications or profiles, or arising from the construction of the improvements  
21 provided for in this Agreement.

22 b. It is mutually agreed that SUBDIVIDER'S surety, if any, shall not be  
23 deemed liable for the performance of any of the foregoing provisions in this section,  
24 unless said surety shall undertake the completion of any improvement, and then only to  
25 the extent of any act, omission, neglect or fault of the surety, its engineers, agents and  
26 contractors, and their employees, while in the course of completion of such  
27 improvements.

1 c. COUNTY agrees to hold harmless, defend and indemnify  
2 SUBDIVIDER, its agents, engineers or contractors, or their employees from every claim  
3 demand, suit, loss and damage arising from the negligent or willful conduct of COUNTY,  
4 its Board of Supervisors, officers, or employees acting within the scope of their  
5 employment with COUNTY.

6 28. Attorneys' Fees. If any action be brought by COUNTY for the recovery of  
7 any sum due COUNTY under this Agreement, for any damages for any breach of this  
8 Agreement, or to compel the performance of this Agreement, COUNTY shall be entitled  
9 to reasonable attorneys' fees should COUNTY prevail.


10 29. Interpretation. Unless otherwise indicated, the ordinary and plain meaning  
11 of the words and phrases of this Agreement shall be given effect. Any word or phrase  
12 requiring interpretation shall be interpreted in a manner consistent with the spirit and  
13 intent of the Subdivision Map Act and the Subdivision Ordinance of the County of  
14 Fresno.

15 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
16 signed the day and year first above written.

17 SUBDIVIDER:  
18 TELES MANIC BROTHERS, LLC., a  
19 California Limited Liability Company

20 By: LOU TELES MANIC

21 Printed Name

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1 **COUNTY OF FRESNO**

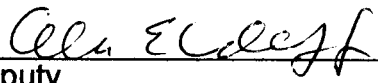
2  
3 **REVIEWED AND RECOMMENDED**  
4 **FOR APPROVAL**

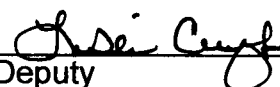
5 By:   
6 Steven E. White, Director  
7 Department of Public Works and  
8 Planning

  
Brian Pacheco, Chairman  
Board of Supervisors

9 **APPROVED AS TO ACCOUNTING FORM**  
10 Oscar J. Garcia, CPA  
11 Auditor-Controller/ Treasurer-Tax  
12 Collector

**ATTEST:**  
Bernice E. Seidel, Clerk  
Board of Supervisors

12 By:   
13 Deputy

By:   
Deputy