

## CHAPTER 8 – CHECKLISTS AND SAMPLE DOCUMENTS ‡

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‡ Revised December 2008

‡ Inserted December 2008

## **A. TENTATIVE MAP SUBMITTAL CHECK LIST**

**The following items are required to be shown on each tentative map at the time of submittal:**

### **MAP LAYOUT**

- Map sheet size: 18" x 26", 24" x 36" or 36" x 48" (show 1" border each edge)
- Scale - Not less than one inch equals 100 feet (unless otherwise approved)
- North Arrow ~ Orient north either up the sheet or to the left
- Sheet index (on cover sheet)
- Vicinity Map ~ showing closest major road intersection / scale not required
- Data shown in (U.S. survey) feet and hundredths thereof
- Scale - not less than one inch equals 100 feet (or alternate scale if necessary for clarity)
- Total acreage of subject property

### **Title Block Information Requirements**

- Title Block shall be situated in lower right corner of map (preferred)
- Tentative Tract or Parcel Map # (Note "Vesting Map" of applicable)
- Assessor Parcel Number (APN)
- Specify phases (if applicable)
- Description of subject property
- Zoning
- Land Use ~ existing and proposed
- Soil Classification
- Water District
- Flood Hazard
- Date of Tentative Map

### **Owner's Information**

- Owner's Consent Statement ~ signed statement of consent to subdivide property.
- Name
- Address
- Phone #

### **Responsible Engineer / Surveyor Information**

- Business name ~ mailing address ~ phone # ~ fax # ~ e-mail
- Name of contact person
- Name of responsible PLS or RCE with registration number when engineered plans/information are submitted.

## **Lot Requirements**

- Configuration meets zoning requirements
- Designation ~ numbered or lettered
- Acreage (nearest 1/10th acre)
- Boundary monument identification
- Found monument description ~ type, size, markings, record reference, etc.
- Show existing fence line / natural features that may indicate occupation lines

## **Site Topography (Hydraulics / Drainage)**

- Delineate contour lines (one foot intervals)
- State the source datum of contours
- Locate official bench marks (U.S.C. & G.S., BLM, etc.)
- Identify existing water courses (including ephemeral creeks)
- Name of course
- Locate thread / flow line of creek
- Indicate direction of flow
- Top of bank (if definable)
- Natural springs

## **Flooding / Inundation Information**

- Delineate Special Flood Hazard Area ~ Zone "A" (100 year flood plane) and Flood surance Rate Map (F.I.R.M.) community-panel # & revision date
- Delineate Flood Way and Flood Way Map community-panel & revision date
- Delineate areas that are subject to inundation

## **Potable Water**

- Locate existing wells on subject property and adjoining parcels
- Location of proposed domestic water supply or well setbacks (if required)

## **Sewage Disposal Sites**

- Locate existing sewage disposal systems on subject property and adjoining parcels
- Location of proposed sewage disposal sites and replacement areas

## **Public Utilities and Easements (P.U.E.)**

- Existing ~ reference instrument (O.R., P.M., MAPS, etc...) creating said easement
- Proposed easements
- Name of provider for electrical, communication, natural gas, cable T.V., etc..)
- "Will Serve" letter from provider (required on subdivisions only)

### **Existing Structure / Improvements**

- Map and label existing roads
- Footprint of existing structures
- Proposed improvements, if known

### **Restrictive Easements / Reservations (existing and proposed)**

- Delineation of Building Setback Lines (BSL) existing and proposed
- Riparian setbacks
- Wetlands
- Non-vehicular access strip
- Other

### **Delineation of Trees and Species Protected Flora (if known)**

- Trees 12" in DBH and larger
- Trees / vegetation creating sight distance impediments
- Protected species of flora (if known)
- Other descriptive information

### **Roadway Information**

- Indicate if streets are to be public or privately maintained
- Proposed roadway cross-sections
- Designate roads by letter (ex. Road "A", "B", etc...) or proposed name (optional)
- Right-of-way widths & return radii at intersections
- Tangent (bearing and distance) & curve (delta, radius, length)
- Limits of cut / fill slopes
- Approximate volume (cubic yards) of cut / fill moved for proposed construction
- Proposed grade breaks
- Proposed drainage changes

### **Potable Water Information Sheet (required on large developments)**

- Source of potable water (Groundwater or Community System)
- Pipe diameter (in inches)
- Fire hydrant locations

### **Sanitary Sewer Information Sheet (required on large developments)**

- Source (Community System or Individual System)
- Pipe diameter (in inches)
- Manhole and clean-out locations
- Indicate direction of flow

## **Grading and Drainage Information Sheet (required on large developments)**

- Standard lot grading detail
- Storm drain pipe diameter (in inches)
- Drain inlet location and elevation
- Manhole locations
- Indicate direction of flow

**“EXCEPTION REQUESTS”** ~ Exception Requests, if any, shall be submitted in writing to Tehama County Planning Department (TCPD) at time of initial application. All exception requests shall thoroughly describe the circumstances that necessitate the need for exception requested along with proposed alternative.

**B. FINAL MAP OR PARCEL MAP INFORMATION CHECKLIST**

This check list is to be completed and submitted with the initial parcel map or final map submittal to the County Surveyor.

The purpose of this form is to insure that all pertinent information is received prior to starting the map checking process.

Surveyor/Engineer: \_\_\_\_\_ Road: \_\_\_\_\_

Applicant: \_\_\_\_\_ Map No.: \_\_\_\_\_

Tentative Map Expiration Date: \_\_\_\_\_

LEGEND

(8760) The Land Surveyor's Act  
 (66445) State Subdivision Map Act  
 (C2900) County Code  
 (LDS) Land Development Standards

OK: Good  
 NA: Not Applicable  
 N/C: Not Complete  
 CK: Check

ITEMS	Surveyor / Engineer			COMMENTS	County Surveyor	
	OK	NA	N/C		1 <sup>st</sup>	2 <sup>nd</sup>
1. Agrees with approved Tentative Maps						
2. All monuments have been set (see Land Development Standards)						
3. Compliance with Conditions of Approval: (C2967)						
4. Dedicate Public Service Easements as required (C2975.4)						
5. Dedicate Drainage & Flood Control Easements as required (C2975.4)						
6. Easements & monuments correspond with improvement plans						
7. Preliminary Title Guarantee current & map represents fee title described (C2972.4); dated within six (6) months of submittal						
8. Discrepancies with recorded data shown (8762 & 8765)						
9. Non-measured Record lines parenthesized						
10. Show & tie to map all easements of record, include Book & Page (C2975.12)						
11. Show approved access with record Book and Page/street name (C2975.13)						
12. Parcels surveyed as conditioned						

<b>ITEMS</b>	<b>OK</b>	<b>NA</b>	<b>N/C</b>	<b>COMMENTS</b>	<b>CK</b>	<b>CK</b>
13. All found monuments tied by survey & described with tag numbers & record reference (8764)						
14. Basis of Bearing, two found Monuments of Record (8764 (b))						
15. Tie existing physical features (fences, roads, streams, buildings on line, etc.)						
16. Sectionalized lands, show breakdown						
17. Copy of CC&R's (as applicable)						
18. Copy of RMA or PRD documentation (as applicable)						
19. Bearings & Distances (C2975.6)						
20. Curve data (Delta, Radius, Length) (C2975.6)						
21. Radial bearing, Non-tang. Curve (8764(f));C2975.6)						
22. Sum of increments equals total distance or delta (8764f)						
23. Mathematical closures (8766(a); numbered and referenced on permit						
24. Areas in Acres						
25. Minimum road center line radius						
26. Owner's Statement-Trustee's / Beneficiary signatures (when required) with proper acknowledgments						
27. All easements shown on the map for dedication have appropriate wording in the Owner's Statement along with purpose indicated on map						
28. Surveyor's / Engineer's Statement (66441, 66449)						
29. County Surveyor's Statement (66442, 66450)						
30. Clerk of the Board of Supervisors Certificate on all Final Maps and only Parcel Maps with dedications						
31. County Recorder's Statement (66449)						
32. Soils Report Statement (on Final Maps )						
33. Final Map Statement of Conditions (as applicable) †						
34. Privately maintained road note. In addition, place the words "Not County Maintained" under road name on map. (Applies when road is <u>not</u> to be maintained by County after current project)						
35. Storm drainage note (not County Maintained)						

† Revised July 2008

<b>ITEMS</b>	<b>OK</b>	<b>NA</b>	<b>N/C</b>	<b>COMMENTS</b>	<b>CK</b>	<b>CK</b>
36. Lot line adjustment (66412 (d) )						
37. Map suitable for microfilming						
38. Map size, material, margin & scale (66434, 66445, C2975.2)						
39. Orientation & North Arrow						
40. Title Block: Refer to existing parcel maps/general description of land surveyed, tract No., date, County, Sheet No. (C2975.3)						
41. Legend: Found monuments solid circle; set monuments open circle; record data reference, etc.						
42. Distinctive border (66445, 66434e, C2975.9)						
43. Adjoining property information (book and page of O.R., MAPS, P.M.) (C2975.5) & provide copy						
44. Adjoining record maps (R/S, P.M.) (C2996.16) & provide copy						
45. Privately maintained road easements shown by dashed lines; public maintained roads by thin solid line						
46. Road names, spelling, R/W width (C2975.11)						
47. New road names approved by Planning Dept. (C2975.13) Street name signs installed						
48. Parcel designation (66445; C2996.4)						
49. City limits, District, Political lines (VIII-A-2)						
50. Each lot/parcel must be shown complete on one sheet. If more than one sheet is required, the first sheet shall contain a small scale un-dimensioned map of the parcels. (VIII-A-3)						
51. Location map & sheets numbered, if more than one sheet (66445; C2975.2)						
52. Details as required for clarity						
53. Itemized construction cost estimate (if applicable)						
54. Trustee's/Beneficiary Statement & record (66436)						
55. Items disclosed by the Preliminary Subdivision Report that cannot be mapped noted on Sheet 1, i.e. oil & gas leased, Special District Taxes, Etc.						
56. Checking Fee. (see current fee schedule)						
57. Check Prints initial submittal (3 sets, stapled & folded or rolled)						
58. Record Map References - When data from a record map is referenced, submit copy of record map with referenced information denoted.						



ITEMS	OK	NA	N/C	COMMENTS	CK	CK
59. Each Additional Submittal ‡ a. Two clean blueline set(s) as required by Department of Public Works. b. All previously checked blueline sets and calculations. c. Any additional data as requested.						
60. Repair of Failure and Defects Agreement (as applicable)						
61. Subdivision Improvement Agreement and Surety (as applicable)						

The map accompanying this check list has been checked by me or under my direction for completeness and consistency with the items in the above check list, and is submitted for your examination and filing.

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

SIGNATURE: \_\_\_\_\_  
 LS or RCE No.

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‡ Revised December 2008

## **C. FINAL OR PARCEL MAP IMPROVEMENT PLAN INFORMATION CHECKLIST**

### **General:**

- Sheets to be 24" x 36" Mylar unless otherwise approved by County Engineer.
- Name of subdivision, scale, north point, lot numbers, easement and property lines.
- Single plan and profile paper - scale forty (40) or fifty (50) ft. to the inch horizontally and four (4) or five (5) feet to the inch vertically preferred.
- Standard's signature and license number.
- Approval block for County Engineer. (Use standard Tehama County Title Block)
- Approval block for Tehama County Board of Supervisors Chairperson.

### **Notes:**

- Show approximate quantities for earthwork, subbase, base, oil, asphalt concrete, pipe (including sizes and lengths).
- Show vicinity map.
- Elevation datum - U.S.G.S. datum required unless otherwise approved by the Director.
- Reference to County standards and any drawing that apply.
- County Engineer to be notified 48 hours prior to commencing construction operations.
- The County Engineer is authorized to require field modifications during construction when public necessity requires it.

### **Drainage:**

- Check entire subdivision boundary for adequate discharge and pickup points. Particular care taken with street profiles at subdivision boundary where streets will be extended in future.
- Drainage Release
- Show plan and profile of all storm drainage facilities, including length, type, size and slope - also existing ground profiles and invert elevations at structures, etc.
- Show complete detailed drawings of all drainage facilities, such as headwalls or endwalls, retaining walls, junction boxes, swales, ditches, etc. Structural calculations may be required for complicated structures.
- Provide steps in all structures having inside depth of 4 feet or more.
- Check for minimum cover of all drainage lines.
- All necessary easements shown on plans and final map.
- Where steep grades exist, special inlets shall be designed for adequate pickup with no overshooting.
- When allowed, provide 0.5% minimum slope on valley gutters and indicate flow line elevations at flow line intersections.
- Provide sub-drains and filter material in locations having excessive ground water - check with soils engineer if in doubt.

- Provide fencing for open drainage ways if allowed - check Planning Commission or Board conditions of approval of Tentative Map.
- Allow room for maintenance strip along open drainage ways.
- Provide cut-off walls and slopes on ditch linings, headwalls, and outlet structures. Indicate header boards for edges of lined ditches.
- Provide adequate relief for hydrant pressure under linings and special structures.

**Streets:**

- Show typical cross section of all streets. Include curb and gutter, sidewalk, drainage conduits, pavement section and any other improvements within public Right-of-way.
- Show property lines, easements, and lot numbers along the street.
- Show curb lines, drainage lines, inlets and other structures, sidewalks, details of sidewalk at returns, pedestrian way improvements, if required.
- Show street widths. Check widths with Tentative Map approval conditions.
- Check planting strip width with Tentative Map approval also existing improvements.
- Show data for all curves - radius, angle, length, etc.
- Show stationing at 50-foot intervals, at all B.C. and E.C. pts., at B.V.C. and E.V.C.pts., and at grade breaks.
- Direction of drainage shown by arrows.
- Show top of curb elevations at curb return points, at intermediate points around returns, grade breaks, and at vertical curves.
- Show centerline grades and elevations at intersections, vertical and horizontal curves and grade breaks.
- Check curb returns for smooth curves in profile.
- Show existing ground and finished grade centerline profiles.
- Show adequate vertical curve data - vertical curves required where difference in grade exceeds 1.0% unless otherwise permitted by County Engineer.
- Profiles of minor streets should be subordinated to the crown of major streets.
- Grades less than 0.5% should not be used unless specifically approved by the Road Commissioner.
- Check outboard curbs on curves for flat grade.
- Where improvements are made within existing improved streets, show sufficient cross sections and profiles to assure proper conformance with existing improvements.
- Two level streets require cross sections at 50-foot intervals minimum showing maximum one and one half (1-1/2) to one (1) slopes between levels. Minimum two (2) foot benches is required behind all curbs.
- Drain divided roadways to outside edges of pavement.
- Where improvements are made within County or State Right-of-way, a letter of approval is necessary.
- Check proposed improvements for conformance with existing improvements on adjacent property with respect to elevation, grade, and width of sidewalks, pavements, etc.

- Show locations of all street signs, monuments and barricades.

### **Engineer's Detailed Estimate of Cost**

- Submit for purposes of establishing labor & materials improvement bond amount and to establish a maintenance bond amount if necessary.
- Should include all street construction items, filling and grading, all drainage items, street name signs, monuments, water and sewer items (if not covered under bond to district), and all other construction items necessary to produce completed subdivision. List all items and quantities.

### **Utilities**

- Certifications to provide service.
- Bonds to secure installation of facilities if not included in bonds securing other improvements.

**D. FINAL MAP OR PARCEL MAP RECORDING SUBMITTAL**

Three copies of a corporate surety bond (may also take the form of a cash bond) guaranteeing performance by subdivider of all terms of any Subdivision Improvement Agreement or Maintenance Agreement. See sample forms.

The following items shall be submitted to the County Surveyor for the recording of Final Maps or Parcel Maps:

\_\_\_\_\_ Two (2) sets original mylars (minimum 3 mm thickness) with original signatures and acknowledgments affixed to statements and certificates appearing on map.

\_\_\_\_\_ Check Prints

- Maps that require Board of Supervisor approval - submit four (4) sets of said map (stapled & folded or rolled)
- Maps that do not require Board of Supervisor approval - submit two (2) sets of said map (stapled & folded or rolled)
- Previous Check Prints

\_\_\_\_\_ Recording Fees

\_\_\_\_\_ Final Cost Estimate

\_\_\_\_\_ Signed and Notarized Documents (as applicable)

- Conditions, Covenants and Restrictions
- Repair of Failure and Defects Agreement with Surety
- Road Maintenance Agreement
- Private Road Division Documentation
- Subdivision Improvement Agreement with Surety

\_\_\_\_\_ Redemption Officers Certificate

To obtain a Redemption Officers Certificate, the subdivider shall submit a complete list of the Assessors Parcels lying within the boundary of the subdivision to the Tax Collector. If the subdivision boundary is only a portion of an Assessor's Parcel, the subdivider shall also submit a map showing the subdivision boundary, in relation to the Assessor's Parcels. The Tax Collector will be allowed ten (10) days to review the list and map to determine if, in fact, liens do exist against the subdivision, or any part thereof, for unpaid State, County, municipal, or local taxes, special assessments. If liens do not exist or are not yet payable, the Tax Collector will so certify. If liens do exist, the monies due shall be paid before the Tax Collector shall issue a Redemption Officers Certificate. The original of said Certificate shall be submitted to County Surveyor.

**E. Record of Survey Checking and Filing Procedure**

**Record of Survey Check Sheet**

First Check \_\_\_\_\_ Date \_\_\_\_\_ File No. \_\_\_\_\_

Recheck No. \_\_\_\_\_ Fee Paid \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

Surveyor/Engineer \_\_\_\_\_ Checked By \_\_\_\_\_

Survey Requested By \_\_\_\_\_ Sec. \_\_\_\_\_ T. \_\_\_\_\_ N.,R \_\_\_\_\_ (PBRG)

Blank (□) indicates deficiency – Check (√) indicates no deficiency

Business and Professions Code, Chapter 15, Division 3, Section 8700 et seq.

- Map appears to create a division of land: Subdivision or Parcel Map required (8762.5)

**MAP TITLE**

- Name of City, if applicable
- Name of County, California
- "RECORD OF SURVEY"
- General description of land surveyed (8764)
- Date of survey
- Sheet number, when two or more sheets

**CERTIFICATES**

- County Recorder's Certificate or space for same (8764.5)
- Surveyor's Statement (8764.5)
- Signed and sealed (8764.5)
- County Surveyors Statement (8764.5)
- Certificate per Sec. 8762.5, if applicable
- Memorandum of oaths, if applicable (8760)
- No non-technical certificates or statement on map (8764.5)

**SURVEYOR'S NOTES**

- Basis of Bearings: map of record, celestial observation, State Plan Coordinates, or County Surveyor's Records
- Found monuments: Solid symbol. Must include type, size, L.S. or R.C.E. No. (8764)
- Set monuments: Open symbol. Must include type, size, L.S. or R.C.E. No. (8764)
- Symbols and nonstandard abbreviations defined (8764)

**MATHEMATICAL ACCURACY**

- Map loop closures less than 0.02 ft.
- All bearing shown (8764)

- All distances shown (8764)
- All overall bearings shown
- Sum of parts equal to distance or delta
- All curve data shown. (Minimum = Delta, Radius, Arc length)
- All radial bearings shown where required
- All areas shown (if required)
- Others \_\_\_\_\_

## **MAP BODY**

- Map material tracing cloth or polyester base film: black (8763)
- Map size: 18" x 26" or 460 x 660 mm (8763)
- Margin: 1" or 025 mm all around (8763)
- Map orientation, title and map body to read from bottom or right side of sheet when north arrow points away from reader
- North arrow (8764)
- Scale (8764)
- City, County or State boundary lines as required
- Reference to adjacent tracts or other maps of record when pertinent (8764(d))
- Legibility of map data (8763)
- Street names widths shown
- Reference for all found monuments or statement of acceptance if used as a control monument (8764)
- Reference to deeds or official records if necessary for the establishment of lines or points (8764)
- Record measurements in parenthesis to be shown when beneficial to the interpretation of lines or points or substantially different from measured
- Purpose indicated for all easements shown
- Detail required for clarity
- Arrows needed to clarify dimensions
- No Ditto marks
- Spelling

## **SURVEY PROCEDURES**

- Survey based upon sufficient control
- Additional survey information required (8762)
- Prorations correct
- Sectional breakdowns correct
- Deed interpretations correct
- Durable monuments sufficient in number (8771)
- Monuments tagged (8772)
- Relationship to adjacent lines of record when pertinent (8764)
- Methods of establishment of lines or points shown where necessary (8764)
- Other \_\_\_\_\_

## **FILING PROCEDURES**

All checking fees are due and payable upon first submittal.

### **FIRST SUBMITTAL**

- Two blueline sets
- One set of calculations with all corresponding points labeled on both the calculations and one blueline set.
- Copy of an appurtenant deeds

### **EACH ADDITIONAL SUBMITTAL**

- Two clean blueline sets †
- All previously checked blueline sets

### **FOR FILING**

- One original mylar set
- One original mylar set (at option of engineer)
- One clean blueline or 11" x 17" set †
- All previously checked blueline sets
- Recording Fee (Payable to: Tehama County Recorder)

Pursuant to Section 8767 of the land Surveyor's Act, the subject map should be corrected as indicated on the above check list and/or check print and returned to this office with any data or information requested.

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† Revised December 2008



F. LETTER OF CREDIT SAMPLE †

**IRREVOCABLE LETTER OF CREDIT # xxxx**

This Irrevocable Letter of **Credit #xxxx** in the amount of \_\_\_\_\_, **Dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_ the Principal Amount)** is provided for the benefit of the County of Tehama as beneficiary.

**NAME OF BANK** hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the specification accompanying the same will in anyway effect our obligation on this Irrevocable Standby Letter of Credit. We hereby waive notice of any such change, extension of time alteration or addition to the terms of the agreement or to the work or to the specifications.

This Letter of **Credit #xxxx** may be drawn upon one or more times up to the Principal Amount by a letter from the **County of Tehama**, stating that a draw is necessary to discharge the proportional obligation of **NAME** Subdivision **Tract xxxx Lot xxxx**, to fulfill **Condition 2 (or 3)** of the conditions imposed upon the **NAME Subdivision Tract xxxx** tentative subdivision map approved by the Tehama County Board of Supervisors on **MONTH/DAY/YEAR**.

Drafts are payable at sight upon presentation to this office of **BANK NAME** together with the following:

1. Your draft for payment of a specific amount.
2. The original Irrevocable Standby Letter of **Credit #xxxx** (in cases of a partial draw, the amount of the Letter of Credit will be reduced by the then cumulative amount drawn, and the original Letter of Credit will be returned to the Beneficiary by the Bank).
3. Your signed statement that a draw is necessary to discharge the proportional obligation of any of the afore mentioned \_\_\_\_\_ lots.

**This Irrevocable Letter of Credit will expire on MONTH/DAY/YEAR, at TIME a.m./p.m., or sooner upon return of the original Letter of Credit together with your letter stating that the terms and conditions of the Agreement have been met.**

We agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be honored upon presentation to us as specified herein. This credit is subject, so far as applicable to The Uniform Customs and Practice for Documentary Drafts, 1993 Revision, The International Chamber of Commerce Publication No. 500, to the extent that it is not inconsistent with the applicable Laws of the State of California.

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† Revised December 2008

**G. SUBDIVISION IMPROVEMENT AGREEMENT ‡**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ owners and subdividers of that certain subdivision to be known as \_\_\_\_\_, hereafter referred to as "Subdivider", and the COUNTY OF TEHAMA, A Political Subdivision of the State of California, hereinafter referred to as "COUNTY";

**WITNESSETH:**

**WHEREAS**, Subdivider, pursuant to Chapter 16.28 of the TEHAMA COUNTY CODE has presented to County improvement plans outlining thereon the improvements to be constructed by Subdivider within the above mentioned subdivision; and

**WHEREAS**, said improvements and any other improvements required by said TEHAMA COUNTY CODE or by this agreement will not be completed before the filing of the final map of said subdivision; and

**WHEREAS**, said TEHAMA COUNTY CODE and the Subdivision Map Act require Subdivider to enter into an agreement with the County agreeing to have said work completed within the time specified in said agreement;

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the parties hereto as follows:

1. Subdivider agrees that prior to the expiration of two (2) years from the date hereof, he will construct all improvements outlined and set forth on the improvement plans hereinabove referred to and all other improvements required of him to be constructed by said TEHAMA COUNTY CODE and Land Development Standards within and for the benefit of said subdivision. Said improvements shall include but are not necessarily limited to the following \_\_\_\_\_ and other incidental and related work. Said improvements shall be constructed in accordance with improvement plans prepared by a Civil Engineer licensed to practice in the State of California and approved by the County Engineer. In addition, said improvements shall also be constructed in accordance with said TEHAMA COUNTY Land Development Standards and in accordance with specifications identified as \_\_\_\_\_ dated \_\_\_\_\_. The foregoing plans and specifications are incorporated herein by reference and made a part hereof, with the following exceptions, additions and modifications:  
\_\_\_\_\_.

Where there is a conflict between the plans and specifications, the more strict requirement shall govern.

\_\_\_\_\_  
‡ Revised December 2008

2. Subdivider hereby warrants that the plans and specifications referred to herein are in accordance with the approved tentative map and any master plan for the subdivision previously approved by the County Planning Commission and Board of Supervisors together with all conditions made a part of said approval(s). Subdivider further warrants that said plans and specifications are adequate to accomplish the improvement work covered by this agreement in a good, workmanlike manner, and in accordance with accepted construction practices. Should said plans and specifications at any time prior to final acceptance of improvements referred to herein prove to be inadequate in any respect, then Subdivider does agree to make such changes as are necessary to accomplish said work in a good, workmanlike manner and in accordance with accepted construction practices.
3. Subdivider shall indemnify, defend and hold harmless any officer or employee of the County with respect to any accident, loss or damage happening or occurring to the work specified in this agreement, prior to the completion and approval of same, and with respect to any persons or property injured by reason of the nature of said work, or by reason of the acts or omissions of the Subdivider, his agents or employees, in performance of said work. All of said liabilities shall be assumed by the Subdivider. The Subdivider further agrees to protect and hold harmless the County, its officers and employees from any and all claims, demands, causes of action, liability or loss of any kind or nature because of, or arising out of, the acts or omissions of the Subdivider, his agents and employees in the performance of said agreement.
4. Upon final completion to the satisfaction of the County Engineer of all of said work in accordance with this agreement, the County Engineer shall notify Subdivider in writing of his acknowledgment of completion of the same. Subdivider agrees that for a period of one (1) year from and after the date of said notice, he will maintain all of the improvements constructed under the provision of this agreement, that he will repair any defects or failures which may appear in said improvements during said one (1) year period, and that he will further correct the causes of said defects or failures. Provided that Subdivider has complied with the terms of this agreement in all respects, County shall, on completion of said one (1) year period notify Subdivider in writing of its final acceptance of said improvements. Neither the written acknowledgment of completion hereinabove referred to nor any periodic or progress inspection or approval shall bind the County to accept said improvements or to waive any defect in the same or any breach of this agreement. Acceptance of any part or any stage of said improvement work shall not be final until the written notice of final acceptance of all of the improvements shall have been delivered to Subdivider as required herein.
5. All inspection services rendered in connection with the work covered by this agreement shall be paid for by Subdivider at the actual cost to County as required by said TEHAMA COUNTY CODE and Land Development Standards.

6. Should the Subdivider fail to construct the improvements within the time specified in Paragraph 1 above, Subdivider shall immediately discontinue all work under this agreement. In such event, County may immediately proceed to complete the improvements by contract or otherwise and recover the cost thereof from Subdivider. If the construction of the work or improvement should be delayed without fault of the principal, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable. Upon application for said extension, County may require agreement to be re-evaluated and Bond Amounts to be escalated. Any amendment to this agreement shall be in written form.
  
7. Subdivider shall, upon execution of this agreement, deposit with the County in the form of cash or acceptable Surety bond or bonds to guarantee the performance of work, payment of labor and materials and payment for surveying in the amounts listed below:
  - a. Subdivision Bond (Estimated cost of Improvement as approved by County Engineer) \$ \_\_\_\_\_
  - b. Labor and Materials Bond (100% of Subdivision Bond) \$ \_\_\_\_\_
  - c. Surveying Bond (\$75/Lot) \$ \_\_\_\_\_

In addition, alterations, or modifications to this agreement or to the plans and specifications referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the bond given in connection with this agreement.

8. The Subdivider shall cause the contractor to name the County of Tehama as an additional beneficiary in all of the performance bonds between himself and the contractors.
  
9. Should County be required to institute legal action to compel performance of this agreement, Subdivider agrees to pay all reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by County in connection therewith.
  
10. County shall not be responsible (other than in the capacity as trustee-agent for Subdivider in conduct of special assessment proceedings initiated or to be initiated by Subdivider) for any of the costs of said improvements or for the performance or non-performance of the work of construction of said improvements, and the Subdivider shall hold County free and harmless from any claim or liability resulting or arising out of the same.
  
11. Subdivider shall have sole responsibility for making all arrangements and assuming all expenses as may be required in connection with the furnishing of utility service facilities.

12. Time is of the essence of this agreement, and this agreement shall extend to be binding upon, and inure to the benefit of the heirs, administrators successors and assigns of the respective parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

SUBDIVIDER

COUNTY OF TEHAMA, A POLITICAL  
SUBDIVISION OF THE STATE OF  
CALIFORNIA

\_\_\_\_\_

BY \_\_\_\_\_  
Chairman of the Board of  
Supervisors.

BY \_\_\_\_\_

ATTEST: \_\_\_\_\_

BY \_\_\_\_\_

BY: \_\_\_\_\_  
Clerk of the Board of Supervisors

BY \_\_\_\_\_

**NOTE:** If the subdivider executing this agreement is a corporation, a certified copy of the by-laws or resolution of the Board of Directors authorizing officers of said corporation to execute this agreement and the bond required thereby shall be annexed hereto.

**SAMPLE FORM**

**SUBDIVISION IMPROVEMENT PERFORMANCE BOND**

**TRACT NO. ##-####**

Whereas The Board of Supervisors of the County of Tehama, State of California, and \_\_\_\_\_ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_\_\_ and identified as \_\_\_\_\_,

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and \_\_\_\_\_, as surety, are held and firmly bound unto the County of Tehama, hereinafter called "County", in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) Lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless \_\_\_\_\_, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

**SAMPLE FORM**

**SUBDIVISION IMPROVEMENT PAYMENT BOND**

**TRACT NO. ##-####**

Whereas The Board of Supervisors of the County of Tehama, State of California, and \_\_\_\_\_ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_\_\_, and identified as \_\_\_\_\_,

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Tehama to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned as corporate surety, are held firmly bound unto the County of Tehama and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal  
After Recording Return To:

\_\_\_\_\_  
Surety

## **H. PRIVATE ROAD MAINTENANCE AGREEMENT SAMPLE ‡**

After Recording Return To:

### PRIVATE ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT for the maintenance and repair of that certain private road easement, the legal description and/or plat of which is set forth in Exhibit A attached hereto and made apart hereof, is entered into between \_\_\_\_\_ (hereinafter referred to as "DEVELOPER") and the County of Tehama (hereinafter referred to as "COUNTY") for the benefit of future subdivision lot owners who will use the private road easement (hereinafter referred to as "LOT OWNERS", which shall include the DEVELOPER to the extent the DEVELOPER retains any ownership interest in any lot or lots).

WHEREAS, this Agreement is required as a condition of approval by the COUNTY of a subdivision project as defined in Section 21065 of the Public Resources Code; and, WHEREAS, DEVELOPER is the owner of certain real property being subdivided and developed as that will use and enjoy the benefit of said road easement. A complete legal description of said real property is attached, labeled Exhibit B, and incorporated by reference. Said real property is hereinafter referred to as the PROPERTY; and, WHEREAS, it is the mutual desire of the parties hereto that said private road easement be maintained in a safe and usable condition by the LOT OWNERS; and, WHEREAS, it is the mutual desire of the parties hereto to establish a method for the maintenance and repair of said private road easement and for the apportionment of the expense of such maintenance and repair among existing and future LOT OWNERS; and, WHEREAS, the COUNTY shall be deemed a party hereto with the right but not the obligation to enforce full compliance with the terms and conditions of this Agreement; and, WHEREAS, it is the mutual intention of the parties that this Agreement constitute a covenant running with the land, binding upon each successive LOT OWNER of all or any portion of the property, NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The property is benefited by this Agreement, and present and successive LOT OWNERS of all or any portion of the property are expressly bound hereby for the benefit of the land.

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‡ Inserted December 2008



2. The cost and expense of maintaining the private road easement shall be divided equally among the subdivided parcels created in the subdivision and paid by the LOT OWNER or the heirs, assigns and successors in interest of each such owner.
3. In the event any of the herein described parcels of land are subdivided further, the LOT OWNERS, heirs, assigns and successors in interest of each such newly created parcel shall be liable under this Agreement for their then pro rata share of expenses and such prorata shares of expenses shall be computed to reflect such newly created parcels.
4. The repairs and maintenance to be performed under this Agreement shall be limited to the following, unless the consent for additional work is agreed to by a majority vote of the LOT OWNERS owning 100% of the number of parcels, including subdivisions thereof as described in paragraph 3 above. Reasonable and normal road improvement and maintenance work to adequately maintain said private road easement and related drainage facilities to permit all weather access. Repairs and maintenance under this Agreement shall include, but is not limited to, filling of chuck holes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, removing debris, maintaining signs, markers, striping and lighting, if any, and other work reasonably necessary or proper to repair and preserve the easement for all weather road purposes.
5. If there is a covenant, agreement, or other obligation imposed as a condition of subdivision approval to make private road improvements to the private road easement, the obligation to repair and maintain the private road easement as herein set forth shall commence when the private road improvements have been completed and approved by the COUNTY.
6. Any extraordinary repair required to correct damage to said road easement that results from action taken or contracted for by parties hereto or their successors in interest shall be paid for by the party taking action or party contracting for work which caused the necessity for the extraordinary repair. The repair shall be such as to restore the road easement to the condition existing prior to said damage.
7. It is agreed that DEVELOPER is initially the agent to contract and oversee and do all acts necessary to accomplish the repairs and maintenance required and/or authorized under this Agreement. The parties further agree that the agent may at any time be replaced at the direction of a majority of the LOT OWNERS. Repair and maintenance work on the private road easement shall be commenced when a majority of the LOT OWNERS agree in writing that such work is needed. The agent shall obtain three bids from licensed contractors and shall accept the lowest of said three bids and shall then initiate the work. The agent shall be paid for all costs incurred, including a reasonable compensation for the agent's services, and such costs shall be added to and paid as a part of the repair and maintenance cost; provided, however, that compensation for the agent's services

shall in no event exceed an amount equivalent to 10% of the actual cost of repairs and maintenance performed. In performing his duties, the agent, as he anticipates the need for funds, shall notify the parties and each party shall within forty-five (45) days pay the agent, who shall maintain a trustee account and also maintain accurate accounting records which are to be available for inspection by any party or authorized agent upon reasonable request. All such records shall be retained by the agent for a period of five years.

8. Should any LOT OWNER fail to pay the pro rata share of costs and expenses as provided in this Agreement, then the agent or any LOT OWNER or OWNERS shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such LOT OWNER in accordance with the provisions of California Civil Code Section 845, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the Court may fix as and for a reasonable attorney's fees.
9. Any liability of the LOT OWNERS for personal injury to the agent hereunder, or to any worker employed to make repairs or provide maintenance under this Agreement, or to third persons, as well as any liability of the LOT OWNERS for damage to the property of agent, or any such worker, or of any third persons, as a result of or arising out of repairs and maintenance under this Agreement, shall be borne, as between the LOT OWNERS in the same percentages as they bear the costs and expenses of such repairs and maintenance. Each LOT OWNER shall be responsible for and maintain his own insurance, if any. By this Agreement, the parties do not intend to provide for the sharing of liability with respect to personal injury or property damage other than that attributable to the repairs and maintenance undertaken under this Agreement. Each of the LOT OWNERS agrees to indemnify the others from any and all liability for injury to him or damage to his property when such injury or damage results from, arises out of, or is attributable to any maintenance or repairs undertaken pursuant to this Agreement.
10. LOT OWNERS shall jointly and severally defend and indemnify and hold harmless COUNTY, COUNTY'S engineer, and their consultants and each of their officials, directors, officers, agents and employees from and against all liability, claims, damages, losses, expenses, personal injury and other costs, including costs of defense and attorney's fees, to the agent hereunder, or to any LOT OWNER, any contractor, any subcontractor, any user of the road easement, or to any other third persons arising out of or in any way related to the use of, repair or maintenance of, or the failure to repair or maintain the private road easement. Nothing in the Agreement, the specifications or other contract documents or COUNTY'S approval of the plans and specifications or inspection of the work is intended to include a review, inspection, acknowledgment of a responsibility for any such matter, and COUNTY, COUNTY'S engineer, and their consultants, and

each of their officials, directors, officers, employees and agents, shall have absolutely no responsibility or liability therefore.

11. The foregoing covenants shall run with the land and shall be deemed to be for the benefit of the land of each of the LOT OWNERS and each and every person who shall at anytime own all or any portion of the property referred to herein.
12. It is understood and agreed that the covenants herein contained shall be binding on the heirs, executors, administrators, successors, and assigns of each of the LOT OWNERS.
13. It is the purpose of the signators hereto that this Instrument be recorded to the end and intent that the obligation hereby created shall be and constitute a covenant running with the land and any subsequent Purchaser of all or any portion thereof, by acceptance of delivery of a deed and/or conveyance regardless of form, shall be deemed to have consented to and become bound by these presents, including without limitation, the right of any person entitled to enforce the terms of this Agreement to institute legal action as provided in Paragraph 8 hereof, such remedy to be cumulative and in addition to other remedies provided in this Agreement and to all other remedies at law or in equity.
14. The terms of this Agreement may be amended in writing upon majority approval of the LOT OWNERS and consent of the COUNTY.
15. This Agreement shall be governed by the laws of the State of California. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity, and enforceability of the remaining provisions shall not be affected thereby.
16. If the Property constitutes a "Common Interest Development" as defined in California Civil Code Section 1351(c) which will include membership in or ownership of an "Association" as defined in California Civil Code Section 1351(a), anything in this Agreement to the contrary notwithstanding, the following provisions shall apply at and during such time as (i) the Property is encumbered by a "Declaration" (as defined in California Civil Code Section 1351(h), and (ii) the Common Area of the property (including the private road easement) is managed and controlled by an Association: (a) The Association, through its Board of Directors, shall repair and maintain the private road easement and shall be deemed the "agent" as referred to in Paragraph 7 above. The Association, which shall not be replaced except by amendment to the Declaration, shall receive no compensation for performing such duties. The costs of such maintenance and repair shall be assessed against each owner and his subdivision interest in the Property pursuant to the Declaration. The assessments shall be deposited in the Association's corporate account. (b) The provisions in the Declaration which provide for assessment liens in favor of the Association and enforcement thereof shall supersede Paragraph 8 of this Agreement in its entirety. No individual owner shall have the right to alter, maintain or repair any of the Common Area

(as defined in California Civil Code Section 1351(b) in the Property except as may be allowed by the Declaration.(c)

This Agreement shall not be interpreted in any manner which reduces or limits the Association's rights and duties pursuant to its Bylaws and the Declaration.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or printed name of owner

\_\_\_\_\_  
Parcels Owned

\_\_\_\_\_  
Owner's Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or printed name of owner

\_\_\_\_\_  
Parcels Owned

\_\_\_\_\_  
Owner's Address

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant County Counsel

**ALL SIGNATURES MUST BE NOTARIZED.**

I. REPAIR of FAILURES and DEFECTS AGREEMENT SAMPLE †

COUNTY OF TEHAMA  
AGREEMENT

REPAIR OF FAILURE AND DEFECTS  
OF  
ROADS AND RELATED IMPROVEMENTS  
FOR  
(Parcel ##-## or TRACT ##-####)

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Full Name) \_\_\_\_\_, hereinafter referred to as "Owner", and the County of Tehama, a Political Subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Pursuant to the Conditions of Approval described in the minutes of the Tehama County (Planning Commission or Technical Advisory Committee) for (Parcel ##-## or Tract ##-####) certain road and related improvements are required to be constructed and approved prior to the recordation of said final map prepared for said (Parcel or Tract); **and**

WHEREAS, above described improvements have been constructed as required by and pursuant to Tehama County Code, and are delineated on the map prepared for recordation for said (Parcel or Tract) as a private road and Public Utilities Easement (P.U.E.); **and**

WHEREAS, pursuant to Tehama County Code, Owner shall enter into an agreement with County agreeing to repair any failure or defects, and its cause, in above described improvements within the time period as specified herein.

---

† Revised December 2008

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the parties hereto as follows;

1. Owner agrees that for a period of one (1) year, commencing on (date) being the date of the County Engineer's final approval of afore described improvements, the Owner shall repair any defects or failures which may appear in said improvements during said period, and Owner shall further correct the causes of said defects or failures. If Owner has complied with the terms of this Agreement in all respects, County shall, upon expiration of said one year period, notify Owner in writing of the County Engineer's final approval of said improvements. Acknowledging completion of any part or stage of said improvements shall not be final until the written notice of final approval of all improvements has been delivered to Owner.
2. County shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the work specified in this agreement, prior to the completion and approval of same, nor shall the County, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of the nature of said work, or by reason of the acts or omissions of the Owner, his agents or employees, in performance of said work, but all of said liabilities shall be assumed by the Owner. The Owner further agrees to protect and hold harmless the County, its officers and employees from any and all claims, demands, causes of action, liability or loss of any kind or nature because of, or arising out of, the acts or omissions of the Owner, his agents and employees in the performance of said agreement.
3. All inspection services rendered in connection with the work covered by this agreement shall be paid for by Owner at the actual cost to County as required by said Tehama County Code and Tehama County Land Development Standards.
4. If the maintenance of the improvements should be delayed without fault of Owner, the time for the completion thereof may be extended by County for such period of time as the County may deem reasonable. The Owner shall apply in writing for said extension of time. Upon receipt of said application for extension of time, County may extend the time for completion and may require the agreement to be re-evaluated and the agreement security to be escalated.
5. Owner shall, upon execution of this agreement, provide acceptable security in the amount\* of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) to guarantee the repair of any failure and its cause in said improvements.

\* The Engineer's Construction Cost Estimate utilized in determining amount of agreement security is labeled Attachment "B" and is attached hereto and made a part hereof.

- a. The County approved security for this agreement is herein after referred to as Agreement Security. A copy of the Agreement Security (a Letter of Credit, Bond or Cash) labeled as Attachment "A" is attached hereto and made a part hereof. The Owner hereby assigns all of Owner's right, title and interest in Agreement Security to County and acknowledges delivery of Agreement Security to County. Owner further assigns the immediate right of recovery of all funds, or such portion thereof as County may demand under the terms of said Agreement Security for the sole purpose of guaranteeing payment to the contractor, subcontractors, laborers, material suppliers and other persons employed in the performance of maintaining the improvements described in Paragraph 1 of this agreement.
  - b. Upon final approval of the County Engineer that all terms and provisions of this agreement have been fulfilled, County shall immediately send to Owner, together with the written notice of final approval pursuant to Paragraph 1 of this agreement, a reassignment of all right, title and interest in the Agreement Security and a reassignment of the right of recovery of the funds committed by the Agreement Security.
6. Should County be required to institute legal action to compel performance of this agreement, Owner agrees to pay all reasonable attorney fees, costs of suit and all other expenses of litigation incurred by County in connection therewith.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the year and date first above written.

Owner \*

**COUNTY OF TEHAMA  
STATE OF CALIFORNIA**

\_\_\_\_\_  
(Owner's Name)  
(Owner's Address)  
(Owner's Phone Number)

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

\* *Owner's signature must be properly acknowledged.*

**NOTE:**

If Owner is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if an individual, state first and last names in full.

\_\_\_\_\_  
Full name

\_\_\_\_\_  
capacity

\_\_\_\_\_  
Full name

\_\_\_\_\_  
capacity

**APPROVED AS TO FORM**

\_\_\_\_\_  
ASSISTANT COUNTY COUNSEL

\_\_\_\_\_  
Date



## ENGINEER'S COST ESTIMATE ATTACHMENT "B"

**Engineer's Name**  
**Company Name**  
**Address**  
**Phone Number**  
**Fax Number**

**Sample Numbers**

**Project Name:**

**Tract ##-####**

**Date:**

**ROAD NAME/ROAD NAME INTERSECTION**

	Quantity		Unit Cost	Item Total
Excavation & Rough Grading	1	LS	\$1,650.00	\$1,650.00
Abandoning Existing C.M.P.	1	LS	\$1,100.00	\$1,100.00
A.C. Cutting	150	LF	\$3.30	\$495.00
Storm Drain Pipe	90	LF	\$49.50	\$4,455.00
Install Drain Inlets	2	EA	\$825.00	\$1,650.00
Class 2 Aggregate Base Material	120	Tons	\$22.00	\$2,640.00
A.C. Paving	45	Tons	\$80.00	\$3,600.00
A.C. Dike	1050	LF	\$9.89	\$10,384.50
Rip-Rap Roadside Ditches	400	LF	\$10.00	\$4,000.00
Traffic Control	1	LS	\$2,750.00	\$2,750.00
			<b>TOTAL</b>	<b>\$32,724.50</b>

**ROAD NAME: ### LF (Road Name to \_\_\_\_\_ Property Line)**

	Quantity		Unit Cost	Item Total
Excavation	2,300	YDS	\$12.10	\$27,830.00
C.M.P.	45	LF	\$49.50	\$2,227.50
Class 2 Aggregate Base Rock	3,220	Ton	\$22.00	\$70,840.00
A.C. Paving	619	Ton	\$80.00	\$49,520.00
Erosion Control	1	LS	\$2,200.00	\$2,200.00
Stop Sign/Street Signs	3	EA	\$85.00	\$255.00
			<b>TOTAL</b>	<b>\$152,872.50</b>

**ROAD NAME/STREET NAME: #### LF (\_\_\_\_ Property Line to \_\_\_\_\_ of Street \_\_\_\_)**

	Quantity		Unit Cost	Item Total
Excavation	4,295	YDS	\$11.00	\$47,245.00
C.M.P.	100	LF	\$45.00	\$4,500.00
Class 2 Aggregate Base Rock	2,790	Ton	\$20.85	\$58,171.50
A.C. Paving	475	Ton	\$80.00	\$38,000.00
Stop Sign/Street Signs	3	EA	\$165.00	\$495.00
Erosion Control	1	LS	\$2,000.00	\$2,000.00
			<b>TOTAL</b>	<b>\$150,411.50</b>

**PHASE # STREET CONSTRUCTION ### LF of Street**

	<b>Quantity</b>		<b>Unit Cost</b>	<b>Item Total</b>
Excavation	750	YDS	\$12.00	\$9,000.00
C.M.P.	90	LF	\$45.00	\$4,050.00
Class 2 Aggregate Base Rock	1,350	Ton	\$23.50	\$31,725.00
A.C. Paving	260	Ton	\$70.00	\$18,200.00
Erosion Control	1	LS	\$2,500.00	\$2,500.00
Stop Sign/Street Sign	1	EA	\$165.00	\$165.00
			<b>TOTAL</b>	<b>\$65,640.00</b>

<b>ROAD NAME/ROAD NAME INTERSECTION</b>	<b>\$32,724.50</b>
<b>ROAD NAME: ### LF (Road Name to _____ Property Line)</b>	<b>\$152,872.50</b>
<b>ROAD NAME/STREET NAME: ##### LF ( _____ Property Line to _____ of Street _____)</b>	<b>\$150,411.50</b>
<b>PHASE # STREET CONSTRUCTION ### LF of Street</b>	<b><u>\$65,640.00</u></b>

**TOTAL CONSTRUCTION COST :** \$401,648.50

**AMOUNT OF SECURITY** \$80,500.00

J. FINAL MAP STATEMENT OF CONDITIONS SAMPLE †

TEHAMA COUNTY, CALIFORNIA

**FINAL MAP STATEMENT OF  
CONDITIONS**

(NOTE: THIS REPORT IS FOR INFORMATIONAL PURPOSES ONLY)

FOR

**(PARCEL / TRACT) MAP ##-##**

SAME AS RECORDED IN

BOOK \_\_\_\_\_ of MAPS, PAGES \_\_\_\_\_ -- \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MAP GUARANTEE BY : \_\_\_\_\_ Title Company No. ##-#####

MAP PREPARED BY : \_\_\_\_\_

Property within the bounds of the above said Map are zoned \_\_\_\_\_

Lands adjoining the above said Map are zoned :

North: \_\_\_\_\_ East: \_\_\_\_\_

South: \_\_\_\_\_ West \_\_\_\_\_

**UTILITIES:**

TELEPHONE SERVICE: For new telephone service contact AT&T at Ph. 800-310-2355.

ELECTRICAL POWER: For new electrical service contact Pacific Gas & Electric at  
Phone number 800-743-5000.

PG&E NOTE: Extensions to serve the applicant will be made under existing Gas and Electric  
Rules 15 and 16 that are on file with the California Public Utilities Commission.

Relocation or rearrangement of existing facilities will be at the applicant's expense.

Extensions may require satisfactory utility easements or right-of-way at no cost to PG&E.

Applicant is responsible for satisfactory clearing of all vegetation in the route that is approved  
for use by PG&E.

**FIRE PROTECTION:**

Insurance Services Office (ISO) rating\* is \_\_\_\_\_

(\* To obtain ISO information contact Tehama County Fire at Ph. 530-529-8548)

The nearest fire station is located at \_\_\_\_\_  
(Address) (City)

**ACCESS:**

† Revised December 2008

Road serving as access to this Parcel Map is (Road Name)(County Rd. # ???)(State Route ??)

Road serving as access to the Parcels within this minor subdivision is a privately maintained road (Road Name) ~ Private Road and Public Utilities Easement and Related Purposes.  
(Note: Road Name is / is not a County maintained road)

The maintenance of (Road Name) is set forth in the C. C. & R<sup>s</sup> same as recorded in

Document No. \_\_\_\_\_

**WATER SUPPLY:**

Water to parcels shall be provided by individual \*wells.  
(\*NOTE: All wells require approval from the Tehama County Environmental Health Department.)  
Statement Water availability is on file with the Tehama County Environmental Health Department.

**SEWAGE DISPOSAL:**

Sewage is to be disposed of by means of onsite sewage disposal system, which shall be approved by the Tehama County Environmental Health Department.

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**CONDITIONS OF APPROVAL, MITIGATIONS MEASURES AND RELATED REQUIREMENTS APPURTENANT TO FINAL MAP ##-##**

**List Conditions of Approval and Mitigation not satisfied at time of Map Recording.**

WE HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AS OF THE DATE THIS REPORT WAS PREPARED.

\_\_\_\_\_  
Owner's Name \*

\*NOTE: Owner(s) signature(s) shall be as if appears on Grant Deed and shall be properly Notarized.

**K. PERMITS**

1. Encroachment (Page 38)
2. Grading (Page 40)
3. Transportation (Page 41)

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**APPLICATION FOR ENCROACHMENT PERMIT**

BUILDING PERMIT NO. \_\_\_\_\_

APPLICATION NO. \_\_\_\_\_

Permission is requested to encroach on the County Right of Way as follows: (Complete all items: **N/A** if not applicable).  
**APPLICATION IS NOT COMPLETE UNTIL ALL REQUIRED ITEMS ARE COMPLETE AND ATTACHMENTS ARE INCLUDED.**

Location:

DATE:

Parcel Map # \_\_\_\_\_

Tract # \_\_\_\_\_

Use Permit # \_\_\_\_\_

Address or street name \_\_\_\_\_

Nearest Cross Street (Include distance & direction) \_\_\_\_\_

Portion of Right of Way \_\_\_\_\_

Work to be performed by:

Self

Contractor

Estimated starting date \_\_\_\_\_

Estimated completion date \_\_\_\_\_

Assessor's Parcel No. Or Lot & Block \_\_\_\_\_

	Max. Depth	Avg. Depth	Avg. Width	Length	Surface type
Excavation					
	Type	Diameter	Description		

Pipes

FULLY DESCRIBE WORK WITHIN COUNTY R/W: Attach complete plans, spec's, calc's, maps, etc., if applicable.

Check box if attachments are included:

THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH TEHAMA COUNTY ROAD DEPARTMENT RULES AND REGULATIONS AND SUBJECT TO INSPECTION AND APPROVAL. UNDERSIGNED WAIVES ANY CLAIM OF LIABILITY OR DAMAGES AGAINST TEHAMA COUNTY BASED ON THE ISSUANCE OF THIS PERMIT ON ANY SUBSEQUENT COURT ORDER DECLARING THIS PERMIT INVALID AND ON ANY FUTURE DAMAGES SUFFERED BY THE APPLICANT BY REASON OF THE ISSUANCE OF THE PERMIT OR HIS RELIANCE THEREON.

Applicant or Organization \_\_\_\_\_

Phone \_\_\_\_\_

Property Owner \_\_\_\_\_

Phone \_\_\_\_\_

Address to send permit (include City and Zip Code) \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

CHECK THE CATEGORY BELOW WHICH DESCRIBES THE PROJECT:

Single family dwelling

Public utility modifications, extensions, hookups

Private road connection

Sidewalks/ Curb and Gutters

Public road connection

Landscaping

Mobile home

Agricultural approach

Multiple dwelling (three or more units)

Parades/ Celebrations

Commercial

Other (explain)

Industrial

(See reverse side for instructions)

**INSTRUCTIONS TO FILL OUT  
APPLICATION FOR ENCROACHMENT PERMIT**

**LOCATION:**

Describe physical features by proposed encroachment or note if proposed encroachment location is marked.

**DATE:**

Date that application is filled out.

**PARCEL MAP #, TRACT #, USE PERMIT #, OTHER:**

If property that the proposed encroachment will be appurtenant to is shown on a Parcel Map, Tract Map, or has been issued a Use Permit, fill in appropriate number.

**ADDRESS OR STREET NAME:**

If property has a current street address use the full address; if property has no current address, use street name, only.

**NEAREST CROSS STREET:**

Name nearest cross street and give distance and direction to proposed encroachment location; i.e., Belle Mill Road, 0.13 mile North of Sale Lane.

**PORTION OF RIGHT OF WAY:**

Describe proposed encroachment location within the road Right of Way: use approximate compass direction not left or right side of Right of Way.

**WORK TO BE PERFORMED BY:**

Check appropriate box.

**ESTIMATED STARTING AND COMPLETION DATES:**

Self explanatory.

**EXCAVATION/PIPES:**

To be used for underground work, only.

**FULLY DESCRIBE WORK WITHIN COUNTY RIGHT OF WAY:**

Describe, in detail, the proposed encroachment.

**APPLICANT OR ORGANIZATION:**

Print name of person or organization.

**PROPERTY OWNER:**

Print name of the legal title owner of the property that the proposed encroachment is appurtenant to.

**ADDRESS TO SEND PERMIT:**

Fill in address where Permit is to be mailed; this needs to be a current working address.

**AUTHORIZED SIGNATURE:**

If other than legal property owner, proof of authorization may be required.

**TITLE:**

If applicant is signing for an organization, use working title; if applicant is the legal property owner, write owner.



**APPLICATION FOR GRADING PERMIT**

**MINISTERIAL PERMIT #**

**DISCRETIONARY PERMIT #**

**APPLICATION IS NOT COMPLETE UNTIL ALL REQUIRED ITEMS ARE COMPLETE AND ATTACHMENTS ARE INCLUDED. Enter N/A if not applicable. PRINT OR TYPE CLEARLY**

Description of Work:		
Will any soil be imported or exported to/from the site? Circle one: YES NO	Indicate amount:	cubic yards
Assessor's Parcel Number:	Parcel Map #:	Tract Map #:
Use Permit # (if any):	Encroachment Permit # (if any):	
Estimated total cubic yards of earthwork:	Area to be disturbed:	Square Feet:
Qualified Special Inspection firm to perform site observation and testing: Name:	Contact:	Phone # ( ) - Fax # ( ) -
<b>Job Address:</b> Street, City, Zip		
Nearest Cross Street:	Estimated starting date:	Estimated completion date:
		Phone # ( ) - Fax # ( ) -
<b>Property Owner:</b> Street, City, Zip		
<b>Mailing Address:</b> Street, City, Zip		
<b>Contractor's Name:</b>		Phone # ( ) - Fax # ( ) -
Contractor's Address: Street, City, Zip		
	License #:	Class:
<b>Engineer's Name:</b>		Contact:
Engineer's Address: Street, City, Zip		Phone # ( ) - Fax # ( ) -
AUTHORIZED: <b>(circle one)</b> CONTRACTOR / REPRESENTATIVE / OWNER		
Applicant's Name: (if other than owner or contractor)		
Mailing Address: Street, City, Zip:		Phone # ( ) - Fax # ( ) -
I hereby acknowledge that the information I have provided is correct and agree that all grading shall be in accordance with applicable provisions of County Code and State Laws regulating grading. On behalf of the owner, or as the owner, I herewith consent to all necessary inspections incident to the issuance of this permit. I hereby waive any claim of liability or damages against Tehama County based on the issuance of this permit on any subsequent court order declaring this permit invalid and on any future damages suffered by reason of the issuance of the permit or reliance thereon.		
<b>Signature of Applicant:</b>		<b>Date:</b>

**PERMIT APPLICATIONS EXPIRE AFTER ONE YEAR UNLESS AN EXTENSION IS GRANTED  
FOR OFFICIAL USE ONLY BELOW THIS LINE**

<b>PLANNING DEPARTMENT CLEARANCE</b>			
Date to Planning Dept.:	Flood Zone:	Panel Number:	
Special Conditions: YES NO			
Planner's Signature:			Date:
<b>PUBLIC WORKS ENGINEERING DIVISION CLEARANCE</b>			
Encroachment Permit:		Special Conditions: YES NO	
Engineer's Signature:			Date:
Grading Plan Attached: YES NO		Erosion Plan Attached: YES NO	
Ongoing Maintenance Plan Attached: YES NO		Wet Weather Season: YES NO	
Posting of Security: YES NO		Application to Modify Permit: YES NO	
Discretionary Conditions:			
Effective Date of Permit:		Fees Paid: \$	Check #: Cash

**Insert Transportation Permit Application here (page 42)**

(ADOBE PDF FORMAT ONLY)