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STANISLAUS LAFCO

Stanislaus Local Agency Formation Commission

1010 – 10 th Street, 3rd Floor ♦ Modesto, CA 95354

(209) 525-7660 ♦ FAX (209) 525-7643

www.stanislauslafco.org

OUT OF BOUNDARY SERVICE APPLICATION

AGENCY TO EXTEND SERVICE:

AGENCY NAME: City of Modesto

CONTACT PERSON: Alfredo Aguilera

MAILING ADDRESS: 1010 10th Street, Modesto, CA 95354

PHONE: (209) 571-5180

E-MAIL: alaguilera@modestogov.com

PROPERTY OWNER (PARTY RECEIVING SERVICE):

PROPERTY OWNER NAME: Costa Limited Partners, L.P.

SITE ADDRESS: 4555 Northstar Way, Modesto, CA 95356

PHONE: _____

E-MAIL: _____

ASSESSOR PARCEL NUMBER(S): 046-011-002

ACREAGE: 9.33

(If multiple properties, attach a list with names, addresses and APNs.)

REQUIRED ATTACHMENTS - Please provide the following:

- ☒ Completed application and fees. (See [Schedule of Fees and Deposits](#). Please consult with LAFCO staff to determine the appropriate fee.)
- ☒ Map showing existing facilities and proposed extensions. The map should include measurements detailing how services are to be extended to the property.
- ☒ Draft service agreement or contract between the service provider and property owner OR a will-serve letter from the service provider.

PROPOSAL-SPECIFIC ATTACHMENTS – The following may also be required:

- ☒ If the proposed extension will serve new development, a copy of the environmental determination made by the Lead Agency.
- ☐ If the proposed service extension is to remedy a health and safety situation, documentation of the health and safety issue.

The following application questions are intended to obtain enough data about the proposal to allow the Commission and staff to adequately assess the service extension. By taking the time to fully respond to the questions below, you can reduce the processing time for this application. You may include any additional information that you believe is pertinent. Use additional sheets where and if necessary.

1. List type of service(s) to be extended:

Water and Sewer services will be extended approximately 1,235 feet starting from the intersection
of Bang Avenue and Northstar Way to service the proposed development.

2. Is the service extension for new development or an existing use? Provide a complete description of the project and/or use to be served.

Service extensions will be for new development. Proposed development will include site improvements.

8 commercial/light industrial buildings, including a roller hockey arena.

Total approximate 93,000 s.f. for buildings

3. Is this request to address a health and safety situation? ☒ Yes ☐ No

If yes, please explain below.

Public utility service would provide reliable municipal water/sewer services to the development, and would meet public health and safety standards, avoiding reliance on non-municipal OWTS/well

4. Is the property to be served within the Agency's sphere of influence? ☒ Yes ☐ No

5. LAFCO policies generally prefer annexation rather than an extension of services outside the agency's boundary. Is annexation of the territory by your agency anticipated at a future time? ☒ Yes ☐ No

6. Please provide an explain of the Agency's preference for an out-of-boundary instead of annexation.

Out-of-boundary is preferred. Annexation is anticipated in the future as development of the surrounding area occurs and when conditions are appropriate. Utilities are needed now to facilitate development.

7. Are there any land use entitlements involved in the project or contract? ☒ Yes ☐ No
If yes, please check the entitlements that were obtained and provide a copy of the approval:

☒ Tentative Map and Conditions

☒ Subdivision Map or Parcel Map

☐ Specific Plan

☐ General Plan Amendment

☒ Rezoning

☐ Other: _____

CERTIFICATION

I hereby certify that the statement furnished above and in the attached exhibits present the data and information required for this evaluation of service extension to the best of my ability, and that the facts, statement, and information presented herein are true and correct to the best of my knowledge and belief.

INDEMNITY AGREEMENT

As part of this application, the applicant agrees to defend, indemnify, hold harmless and release the Stanislaus Local Agency Formation Commission (LAFCO), its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, LAFCO's action on a proposal or on the environmental documents submitted to support it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, and expert witness fees that may be asserted by any person or entity, including the applicant arising out of or in connection with the application.

SIGNED:



PRINTED NAME:

Alfredo Aguilera

AGENCY:

City of Modesto

DATE:

8-27-26

Please forward the completed form, fees, and related information to:

Stanislaus Local Agency Formation Commission
1010 10th Street, 3rd Floor
Modesto, CA 95354

**MODESTO CITY COUNCIL
RESOLUTION NO. 2026-246**

RESOLUTION APPROVING A WILL SERVE LETTER AND OUTSIDE SERVICE AGREEMENT WITH COSTA LIMITED PARTNERS, LP, TO CONNECT TO THE CITY OF MODESTO'S EXISTING WATER & SEWER SYSTEMS FOR THE PROPERTY LOCATED AT 4555 NORTH STAR WAY (APN: 046-011-002) AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE WILL SERVE LETTERS AND EXECUTE THE OUTSIDE SERVICE AGREEMENTS

WHEREAS, Costa Limited Partners, LP own a commercial property located at 4555 North Star Way which is located outside of Modesto City Limits and within the City's Sphere of Influence; and

WHEREAS the owners are proposing to connect to City's water system and sewer system; and

WHEREAS, on May 22, 2012, the City Council approved Resolution No. 2012-202 that amended City Council Policy 5.001; and

WHEREAS, on June 5, 2012, the City Council approved final adoption of Ordinance No. 3566-C.S. amending City of Modesto Municipal Code Section 11-1.05; and

WHEREAS, on November 25, 2014, the City Council approved Resolution No. 2014-472 that amended City Council Policy 5.001; and

WHEREAS, on December 9, 2014, the City Council approved adoption of Ordinance No. 3611-C.S. amending City of Modesto Municipal Code Section 11-1.05; and

WHEREAS, all of these amendments included language allowing the City Manager upon the recommendation of the Director responsible for utility system planning, to approve standard agreements of service for extension of water and

sewer services into certain unincorporated areas that are located within the former Del Este Water Service Area without City Council approval; and

WHEREAS the property located at 4555 North Star Way is not located within the former Del Este Water Service area and therefore requires City Council approval prior to allowing the new water service connection; and

WHEREAS, it has been determined that a sufficient quantity of potable water is available for normal usage by the proposed development; and

WHEREAS, the water connection fees will be paid and associated permits be obtained prior to beginning any on site construction; and

WHEREAS, the property located at 4555 North Star Way is not located within one of those designated areas and therefore requires City Council approval prior to allowing the sewer connection; and

WHEREAS, City staff has completed an analysis and determined that it is reasonable for the City of Modesto to provide sewer service to this property; and

WHEREAS, pursuant to Government Code Section 56133, a city may provide extended services outside its jurisdictional boundaries only if it first requests and receives written approval from the Stanislaus Local Agency Formation Commission (LAFCO); and

WHEREAS, the sewer connection fees shall be paid and associated permits will be obtained prior to connecting to the City sewer system; and

WHEREAS, the property owner signed an Outside Service Agreements for sewer and water service with the City as required to receive sewer and water service outside the City limits.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Will Serve Letters and Outside Service Agreements with Costa Limited Partners, LP to connect to the City of Modesto's existing water and sewer system for the property located at 4555 North Star Way (APN:046-011-002).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to sign the Will Serve Letters and execute the Outside Service Agreements, in a form approved by the City Attorney.

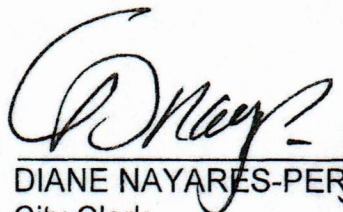
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2026, by Councilmember Escutia-Braaton, who moved its adoption, which motion being duly seconded by Councilmember Alvarez, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Alvarez, Bavaro, Escutia-Braaton, Ricci, Williams, Wright, Mayor Zwahlen

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST:


DIANE NAYARES-PEREZ, CMC,
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: 
JOSE M. SANCHEZ, City Attorney



June 24th, 2026

Costa Limited Partners, L.P.
3400 Spyres Way
Manteca, CA 95336

Subject: Sewer Will Serve Letter for a commercial property located at 4555 NorthStar Way, Modesto CA (APN: 046-011-002)

To Whom It May Concern:

As requested in your application dated May 07, 2026, the proposed commercial development consisting of 8 commercial/industrial buildings including a roller hockey arena, totaling approximately 93,000 square footages of buildings located at 4555 NorthStar Way, Modesto CA (APN 046-011-002), will be allowed to make a sewer service connection to the City's sewer system to accommodate normal usage as described below.

Sewer Service:

Pursuant to Modesto City Council Resolution No. 91-434 that establishes various conditions for the extension of sewer services into unincorporated areas, it has been determined that a connection to the City's sewer system will be allowed to accommodate normal usage by the proposed development.

In general, Resolution No. 91-434 provides that sewer service extensions may be approved by the City Manager, on a case-by-case basis, to properties located outside the Modesto Municipal Sewer District No. 1, but within the Ultimate Sewer Service Area, when all the following conditions are met:

1. The sewer system in which the service connection will be made has sufficient capacity to receive the amount and type of discharge expected from the proposed facility.
2. An appropriately sized sewer line or manhole exists relatively close to the subject property to serve as the connection point.
3. That all applicable water and sewer connection fees are paid, and associated permits be obtained prior to beginning any on-site construction. The property owner agrees to pay all associated monthly water and sewer service charges.
4. The property owner must execute an outside service agreement with the City of Modesto.

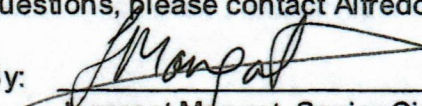
In addition to the above requirements, the following items are specific conditions on the proposed project:

5. That the project's proposed sewer demands will not change significantly from the above reference letter.
6. The property owner shall connect to the sanitary sewer manhole at the intersection of Bangs Avenue and Northstar Way and extend the sanitary sewer main to be able to service the property. Design of the connecting sewer main shall be per City Standards and by a registered engineer authorized to perform such work. The proposed design shall be approved by the City and all costs associated with its design, installation, and permits shall be borne by the property owner.
7. That the property owner enters into a standard outside sewer service agreement with the City, as required for sewer service outside the City limits. For Starting the agreement process, you can contact Deborah Long at (209) 342- 4712 for more information.

On May 22, 2012, the City Council approved Resolution No. 2012-203 that amended City Council Policy 5.002 relating to sewer connection into unincorporated areas. On June 5, 2012, the City Council approved final adoption of Ordinance No. 3567-C.S. amending City of Modesto Municipal Code Section 11-1.05. Both amendments included language which required that the City Manager, upon the recommendation of the Director responsible for utility system planning, request City Council approval for all extensions of sewer services into unincorporated areas.

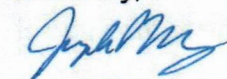
Construction of the sewer service connection identified to serve the above referenced property shall be completed prior to twelve (12) months from the City Council date of this letter, and if after such time the service connections have not been made, the City's approval of said connections will be revoked.

If you have any questions, please contact Alfredo Aguilera at (209) 571-5180.

Recommended By: 

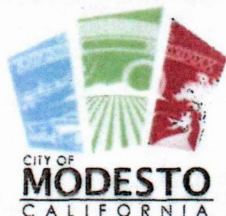
Jaspreet Mangat, Senior Civil Engineer

Sincerely,



Joseph P. Lopez
City Manager

cc: William S. Wong - Director of Utilities
Stanislaus County Building Dept.



June 24th, 2026

Costa Limited Partners, L.P.
3400 Spyres Way
Manteca, CA 95336

Subject: Water Will Serve Letter for a commercial property located at 4555 Northstar Way, Modesto CA (APN: 046-011-002)

To Whom It May Concern:

As requested in your application dated May 07, 2026, the proposed commercial development consisting of 8 commercial/industrial buildings including a roller hockey arena, totaling approximately 93,000 square footages of buildings located at 4555 Northstar Way, Modesto CA (APN: 046-011-002) will be allowed to make the necessary water service connections to the City's existing water system as described below.

Water Service:

Pursuant to Modesto City Council Resolution No. 98-306 and City Council Policy No. 5.001, both addressing the extension of water service into unincorporated areas, it has been determined that a sufficient quantity of potable water is available for normal usage by the proposed development.

In general, Council Policy No. 5.001 provides that water service extensions may be approved by the City Manager on a case-by-case basis to properties outside the Modesto City Limits, outside of the Modesto Municipal Sewer District Number 1 and outside of the City's Sphere of Influence when all of the following conditions are met:

1. The development has been authorized by the appropriate land use agency.
2. The property is inside, contiguous to, or near the former service area of the Del Este Water Company.
3. City staff has completed an analysis and determined that it is reasonable for the City of Modesto to extend water service based on a plan to pay for the service extension costs, the quantity of water used, the type of water use and the overall impact on the water system.

In addition to the above requirements, the following items are specific conditions on the proposed project:

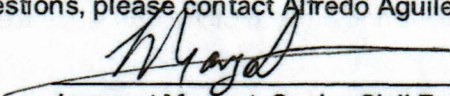
4. That the water demand requirements for the proposed structure will not change significantly from the information contained in the above referenced application.

5. That the proposed development meets all of the applicable Fire District's fire code requirements, and current edition of the California Fire Code, California Building Code and California Residential Code for water fire flow pressure and volume.
6. That the water service connections for the proposed development are made from the existing 12-inch water main in Bangs Avenue and extend through Northstar Way and make a looped connection with existing water main in Glass Lane. The water service connection shall be designed per City /Standards and by a registered engineer authorized to perform such work. Improvement plans shall be submitted to the City for review and approval. All costs associated with its design, installation, and permits shall be borne by the property owner.
7. That the water service lines, and associated meter sizes needed to serve the proposed project be installed.
8. This parcel is inside the sphere of influence but outside the city limits, so the water related charges will be charged 25% higher than the regular rate as per the city ordinance No. 3776 C.S.
9. That all applicable water connection fees are paid, and associated permits be obtained prior to beginning any on-site construction.
10. That the property owner enters into a standard water service agreement with the City, as required for water service outside the City limits, by contacting Land Development Engineering, Deborah Vilmur at (209) 577- 5281 for more information.

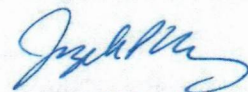
Construction of the water connection identified to serve the above referenced project shall be completed prior to twelve (12) months from the date of this letter, and if after such time the service connections have not been made, the City's approval of said connections will be revoked.

If you have any questions, please contact Alfredo Aguilera at (209) 571-5180.

Recommended By:


Jaspreet Mangat, Senior Civil Engineer

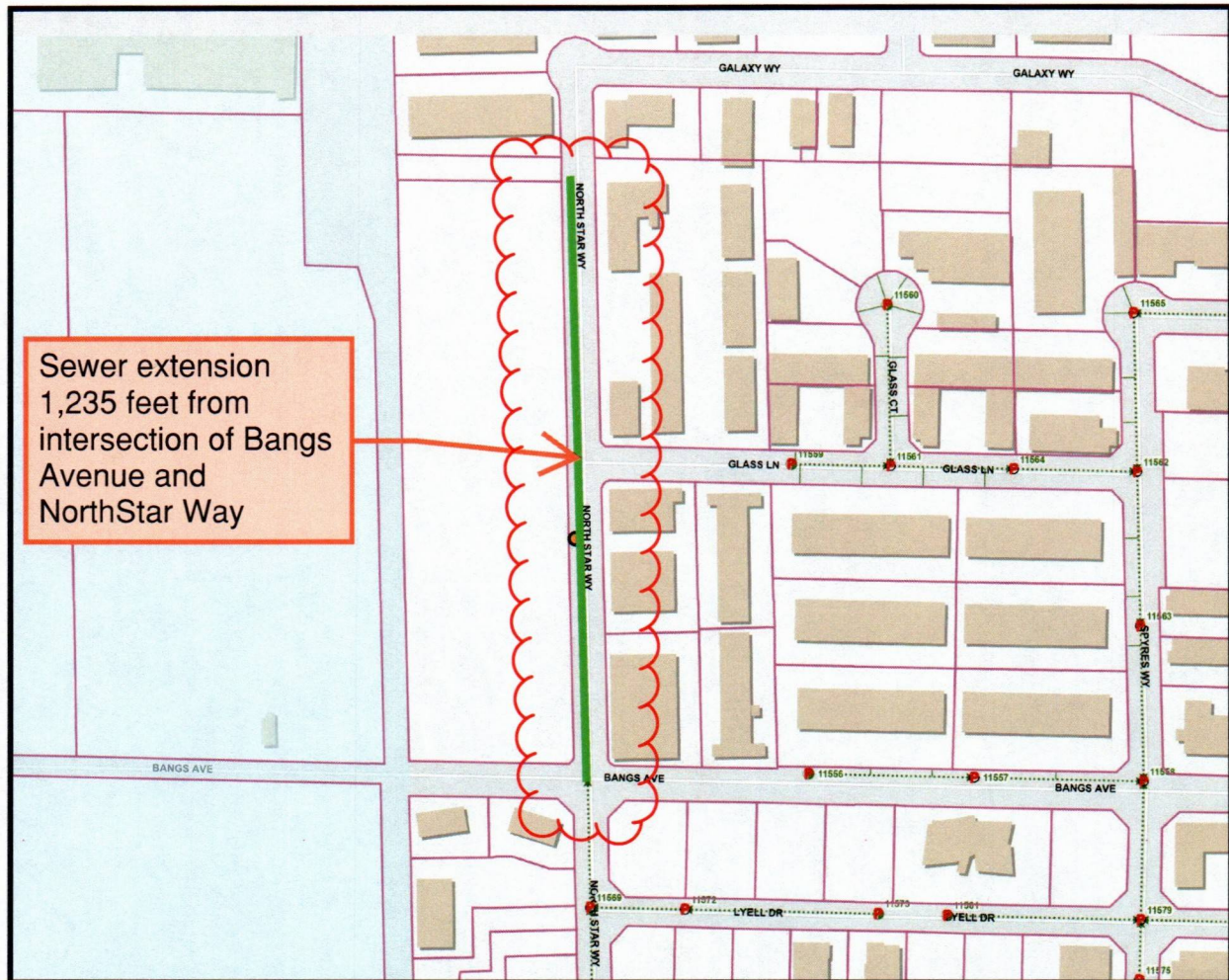
Sincerely,



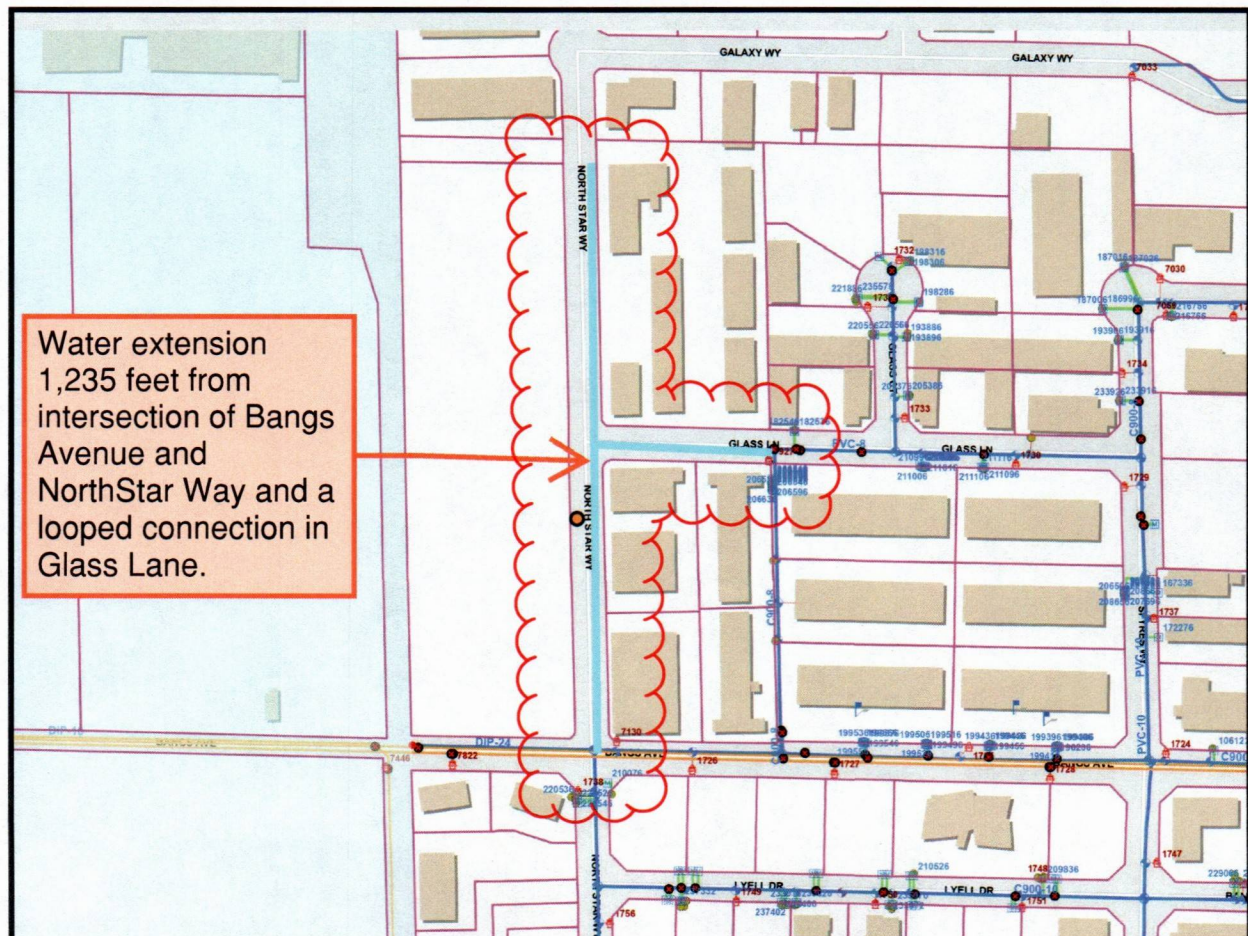
Joseph P. Lopez
City Manager

cc: William S. Wong - Director of Utilities
Jim Alves - Utilities
Stanislaus County - Building

SEWER EXTENSION



WATER EXTENSION



Recording Requested By
City of Modesto
Return to / Mail to
City of Modesto City Clerk
P.O. Box 642
Modesto, CA 95353

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**OUTSIDE SERVICE AGREEMENT FOR WATER SERVICE AND
AGREEMENT TO WAIVE PROTEST TO ANNEXATION PROCEEDINGS**

This Agreement is made and entered into in the City of Modesto, County of Stanislaus, State of California, by and between the City of Modesto, a municipal corporation of the State of California, (hereinafter "City"), and COSTA LIMITED PARTNERS, LP, a California limited partnership, (hereinafter "Owner") and entered into on the date the last party executes said agreement.

This Agreement is made with reference to the following recitals:

- A. Owner desires to have water service from City to its property located outside the city limits of City and more fully described in paragraph 1 below, ("Property"), and
- B. In order to provide said water service, City must extend its system, and
- C. City is agreeable to providing said water service under the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

1. This agreement is between the City and the Owner of the following described property:

Address: 4555 NORTH STAR WAY

APN: 046-011-002

Legal Description: SEE EXHIBIT A FOR FULL DESCRIPTION OF PROPERTY.

2. Owner agrees to pay all fixed fees for all system operations and management services for water service. These include, but are not limited to, the following: deposit, disconnect fee, reconnect fee, late payment penalty fee, return check fee, collection agency fee, water disconnect notice, unauthorized reconnect, lock breakage fee/lock replacement fee, disconnect water line at main for nonpayment fee.

3. In the event Owner, for any reason, fails to make any of the payments provided for in Paragraph 2 in a timely manner, City may, at its option, terminate this Agreement by giving written notice thereof to Owner by First class mail. City may thereafter, at any time upon fifteen (15) calendar days written notice by First class mail to Owner, refuse to provide water service, or City may disconnect the water service connection to said property, at the City's sole discretion.

In the event of Owners' breach of this Agreement, the remedy provided in this Paragraph to City is cumulative and is in addition to any other remedies in law or equity that may be available to City. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible. The waiver or failure to enforce any breach hereof shall not be construed as a waiver of or bar to enforcement of subsequent breaches.

4. To the extent permitted by law, Owner agrees to and does hereby waive any and all rights it may have under law to challenge the payment of the City fees as provided for in Paragraphs 2 above. In the event, for whatever reason, Owner at any time contests, protests, or files any action in state or Federal court to invalidate the applicability of said fees to Owner, then, this Agreement shall immediately terminate and shall be of no further force and effect.

5. Owner shall comply with all water use rules and regulations as set forth in the

Modesto Municipal Code.

6. Owner shall pay water service charges and water main connection charges as set forth in the Modesto Municipal Code.

7. If the necessary water mains or services or appurtenances do not exist to provide water service to the property, City and Owner shall comply with the requirements of the Modesto Municipal Code and the City of Modesto Engineering Standard Specifications for the installation of necessary water mains and appurtenances thereto. The necessary water mains, services and appurtenances shall be installed by either City or Owner, as set forth in said requirements, to provide water service to the above property. In no event, will City be obligated to pay the initial cost of any such water mains, services or appurtenances at the direction of Owner. Rather, City agrees to use the procedures, methods, timing and other criteria set forth in its written authorities to provide water service to Owner at the good faith convenience of the City. Owner may accelerate the process of receiving water service from City by agreeing in a subsequent agreement to pay the facilities installation costs of such services in advance of their installation, subject to reimbursement pursuant to the aforementioned written authorities.

8. It is distinctly covenanted and agreed by the parties hereto that this Agreement shall be recorded and that all the covenants and agreements expressed above shall be held to run with and bind the above-described land and all subsequent owners and occupants thereof.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested by its City Clerk pursuant to Modesto Municipal Code 11-1.05 (b) and City Ordinance No. 3611-C.S., adopted on the 9th day of December, 2014, and OWNER has caused this agreement to be duly executed.

CITY:

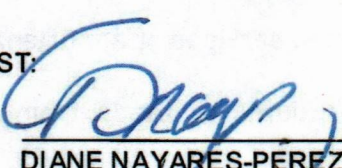
CITY OF MODESTO,
a California municipal corporation

By: _____


JOSEPH P. LOPEZ
City Manager

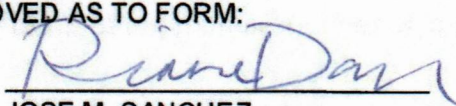
ATTEST: _____

By: _____


DIANE NAYARES-PEREZ, CMC
City Clerk

APPROVED AS TO FORM:

By: _____


JOSE M. SANCHEZ
City Attorney

APPROVED AS TO SUFFICIENCY:

By: _____


TOBY WELLS
Director of Engineering Services

OWNER:

COSTA LIMITED PARTNERS, LP
A California Limited Partnership

Signature: _____

Name: _____

(Print Name)

Title: _____

Date _____

Signature: _____

Name: _____

(Print Name)

Title: _____

Date _____

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.

Partnership - signature of a partner required

Sole Proprietorship - signature of proprietor required

LLC - signature of proprietor or partner required

(SEAL)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

On July 23, 2026 before me, Julia Maria Maniscalco, Notary Public
(insert name and title of the officer)

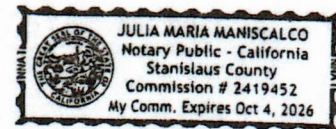
personally appeared Joseph P. Lopez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus)

On June 18, 2020 before me, Kathryn C. Hohenwarter, Notary Public
(insert name and title of the officer)

personally appeared Denise Costa
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathryn C. Hohenwarter

(Seal)



AGREEMENT TO WAIVE PROTEST TO ANNEXATION PROCEEDINGS

This Agreement, made and entered into in the City of Modesto, County of Stanislaus, State of California, this ____ day of _____, 2025, by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter called "CITY", and COSTA LIMITED PARTNERS, LP, A California Limited Partnership, hereinafter called "OWNER".

This Agreement is made with reference to the following recitals:

1. CITY and OWNER entered into an Outside Service Agreement on _____, 2025 (hereinafter "OSA"). That OSA required OWNER to do any and all acts necessary to annex the following described property to CITY when requested to do so by CITY:

Address: 4555 NORTH STAR WAY

APN: 046-011-002

SEE EXHIBIT A FOR FULL DESCRIPTION OF PROPERTY.

2. In reliance on the promise related in the next preceding paragraph, the CITY retained the right to terminate its OSA and disconnect water service to the above-described property, refuse to provide water service to it, and/or seek other remedies against Owner, in the event that OWNER did not take all actions necessary to annex its property to CITY.

3. Pursuant to Government Code Section 57051, OWNER has the legal right to file a written protest either as an owner of land or as a registered voter within inhabited territory proposed to be annexed to CITY against annexation of that territory.

4. CITY and OWNER agree that the right described in the next preceding paragraph is an advantage of law intended solely for Owner's benefit, and not a law established for a public reason which cannot be waived or circumvented by agreement.

5. OWNER agrees and represents that if the right described in paragraph 3 is jointly held, it has the sole authority to exercise that right, and that OWNER will maintain such sole authority throughout the life of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

- A. OWNER agrees that all of the foregoing recitals are factually true.
- B. OWNER agrees to and does hereby, waive any and all rights, whether jointly or severally held, to do any act authorized by Government Code Section 57051 to the full extent allowed by Civil Code Section 3513.
- C. OWNER understands and agrees that this Agreement to waive protest rights does not in any manner amend or alter the OSA.
- D. In consideration of OWNER'S agreements contained herein, CITY agrees to accept this waiver as a partial discharge of OWNER'S duties and obligations under the OSA, with respect to OWNER'S duty thereunder to do all things necessary to annex its property to the CITY when requested to do so by CITY.

IN WITNESS WHEREOF, the CITY OF MODESTO, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested by its City Clerk on the 23rd day of July, 2025, and OWNER has executed the Agreement the day and year first above written.

CITY:

CITY OF MODESTO,
a California municipal corporation

By: _____

Joseph P. Lopez
JOSEPH P. LOPEZ
City Manager

ATTEST:

By: _____

Diane Nayares-Perez
DIANE NAYARES-PEREZ, CMC
City Clerk

APPROVED AS TO FORM:

By: _____

Jose M. Sanchez
JOSE M. SANCHEZ
City Attorney

OWNER:

COSTA LIMITED PARTNERS, LP
A California Limited Partnership

Signature: _____

Dinoe Costa
Name: Dinoe Costa
(Print Name)

Title: managing member

Date 6/18/26

Signature: _____

Name: _____
(Print Name)

Title: _____

Date _____

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.*

Partnership - signature of a partner required

Sole Proprietorship - signature of proprietor required

LLC - signature of proprietor or partner required

(SEAL)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

On July 23, 2026 before me, Julia Maria Maniscalco, Notary Public
(insert name and title of the officer)

personally appeared Joseph P. Lopez
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julia M. L. (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Stanislaus

On June 18, 2026 before me, Kathryn C. Hohenwarter, Notary Public
(insert name and title of the officer)

personally appeared Denise Costa

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathryn C. Hohenwarter

(Seal)

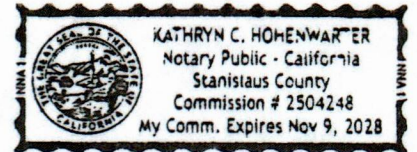


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 046-011-002-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN AND LYING IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL "A", AS SHOWN ON THE MAP FILED IN BOOK 15 OF PARCEL MAPS, PAGE 32, STANISLAUS COUNTY RECORDS; THENCE NORTH 1° 38' 05" WEST, 622.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "A" AND THE SOUTHWEST CORNER OF PARCEL "A", AS SHOWN ON THE MAP FILED IN BOOK 34 OF PARCEL MAPS, PAGE 50, STANISLAUS COUNTY RECORDS; THENCE NORTH 1° 38' 38" WEST, 576.82 FEET; THENCE SOUTH 89° 25' 47" EAST, 340.05 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE, OF THE 70.00 FOOT WIDE NORTH STAR WAY; THENCE SOUTH 1° 38' 03" EAST ALONG SAID RIGHT OF WAY LINE, 578.11 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A" AS SHOWN ON THE MAP FILED IN BOOK 34 OF PARCEL MAPS, PAGE 50; THENCE SOUTH 1° 38' 05" EAST ALONG SAID RIGHT OF WAY LINE 578.11 FEET TO THE POINT OF BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 92° 26' 25"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 24.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 50.00 FEET WIDE BANGS AVENUE; THENCE NORTH 89° 11' 40" WEST ALONG SAID RIGHT OF WAY LINE, 324 .35 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

(PURSUANT TO NOTICE OF MERGER NO. 94-02 AND EVIDENCED BY DOCUMENT RECORDED JUNE 1, 1994, AS DOCUMENT NO. 94-0054789, STANISLAUS COUNTY RECORDS.)

Recording Requested By
City of Modesto
Return to / Mail to
City of Modesto City Clerk
P.O. Box 642
Modesto, CA 95353

**OUTSIDE SERVICE AGREEMENT FOR SEWER SERVICE AND
AGREEMENT TO WAIVE PROTEST TO ANNEXATION PROCEEDINGS**

This Agreement is made in the City of Modesto, County of Stanislaus, State of California, by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter called CITY, and COSTA LIMITED PARTNERS, LP, A California Limited Partnership, hereinafter called OWNER, and entered into on the date the last party executes said agreement.

This Agreement is made with reference to the following recitals:

- A. OWNER desires to have sewer service from CITY to his property located outside the City limits of CITY;
- B. CITY is agreeable to providing said sewer service under the following terms and conditions,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

Address: 4555 NORTH STAR WAY

APN: 046-011-002

Legal Description: SEE EXHIBIT A FOR FULL DESCRIPTION OF PROPERTY.

1. OWNER shall do any and all acts necessary to annex the following described property to CITY when requested to do so by CITY:
2. In the event OWNER, for whatever reason, fails to take whatever action is necessary to annex said property when requested to do so by City, City may at its election terminate this agreement by giving written notice thereof to OWNER. In the event this agreement is so

terminated, OWNER acknowledges, understands, and agrees that City may thereafter, upon 30 days' written notice to OWNER, in the discretion of the Utilities Director, elect to do either of the following: (1) disconnect the sewer service connection to said property; or, (2) charge up to ten (10) times the inside-City sewer rates then in effect until OWNER'S property is annexed to the City.

3. OWNER shall pay sewer rates for service outside the CITY as provided by the Modesto Municipal Code until OWNER'S property is annexed to the CITY.

4. The remedy provided in paragraph #2, above, to City, in event the owners breach this agreement, is cumulative and is in addition to any other remedies in law or equity that may be available to City. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.

5. OWNER shall, where a sewer lateral exists to serve the property directly, obtain a permit from CITY to connect to the sewer lateral and pay all the required charges as set forth in Municipal Code Section 5-6.801 through 807, including all applicable subtrunk and perimeter sewer charges.

OWNER shall, where a sewer lateral does not exist to serve the property directly, construct the sewer lateral at his own expense. All work shall be in accordance with plans and specifications approved by CITY, and OWNER shall reimburse CITY for all costs of engineering and inspection incurred by CITY for the sewer lateral extension. In addition, OWNER shall obtain a permit from the CITY to connect to the sewer lateral and shall pay all applicable permit, subtrunk and/or perimeter sewer charges prior to beginning any on-site construction.

6. After the initial sewer connection is made for the above-described property, as set forth in paragraph 5 above, OWNER agrees to obtain a new sewer connection permit from the CITY for each additional unit or units added to the existing sewer service.

7. It is further agreed that upon execution of this agreement by both parties, OWNER shall install said sewer service within six (6) months from the date of execution of this agreement. Failure to do so renders this agreement void.

8. It is distinctly covenanted and agreed by the parties hereto that this agreement shall be recorded and that all the covenants and agreements above expressed shall be held to run with and bind the above-described land and all subsequent owners and occupants thereof.

9. OWNER agrees that sewer discharge requirements as to the property will not change significantly from the originally anticipated sewer discharge requirements.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has caused this agreement to be executed in duplicate by its City Manager pursuant to Modesto Municipal Code 5-6.309 (a) and City Ordinance No. 3612-C.S., adopted on the 9th day of December, 2014, and OWNER has caused this agreement to be duly executed.

CITY:

CITY OF MODESTO,
a California municipal corporation

By: _____

JOSEPH P. LOPEZ
City Manager

OWNER:

COSTA LIMITED PARTNERS, LP
A California Limited Partnership

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

DIANE NAYARES-PEREZ, CMC
City Clerk

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

By: _____

JOSE M. SANCHEZ
City Attorney

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.*

Partnership - signature of a partner required

Sole Proprietorship - signature of proprietor required

LLC - signature of proprietor or partner required

APPROVED AS TO SUFFICIENCY:

By: _____

TOBY WELLS
Director of Engineering Services

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

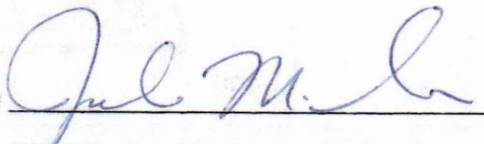
State of California
County of Stanislaus)

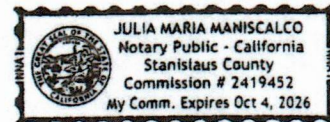
On July 23, 2024 before me, Julia Maria Maniscalco, Notary Public
(insert name and title of the officer)

personally appeared Joseph P. Lopez
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

On June 18, 2026 before me, Kathryn C. Hohenwarter, Notary
(insert name and title of the officer)

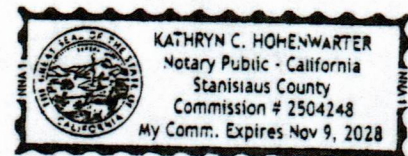
personally appeared Denise Costa
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathryn C. Hohenwarter

(Seal)



Departmental Information:

LOCATION OF PROPERTY

4555 NORTH STAR WAY

Street Address

MAILING ADDRESS OF OWNER:

(if different from location
of property)

4300 Spyres Way

Street Address

Modesto, CA 95356

City

209 602-6632

Phone Number

OWNER'S AGENT

(if any)

Name

Address

City

AGREEMENT TO WAIVE PROTEST TO ANNEXATION PROCEEDINGS

This Agreement, made and entered into in the City of Modesto, County of Stanislaus, State of California, this ____ day of _____, 2026, by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter called "CITY", and COSTA LIMITED PARTNERS, LP, A California Limited Partnership, hereinafter called "OWNER".

This Agreement is made with reference to the following recitals:

1. CITY and OWNER entered into an Outside Service Agreement on _____, 2026 (hereinafter "OSA"). That Agreement required OWNER to do any and all acts necessary to annex the following described property to CITY when requested to do so by CITY:

Address: 4555 NORTH STAR WAY

APN: 046-011-002

Legal Description: SEE EXHIBIT A FOR FULL DESCRIPTION OF PROPERTY.

2. In reliance on the promise related in the next preceding paragraph, the CITY retained the right to terminate its OSA with OWNER and disconnect sewer service to the above-described property, refuse to provide sewer service to it, and/or seek other remedies against Owner, in the event that OWNER did not take all actions necessary to annex its property to CITY.

3. Pursuant to Government Code Section 57051, OWNER has the legal right to file a written protest either as an owner of land or as a registered voter within inhabited territory proposed to be annexed to CITY against annexation of that territory.

4. CITY and OWNER agree that the right described in the next preceding paragraph is an advantage of law intended solely for Owner's benefit, and not a law established for a public reason which cannot be waived or circumvented by agreement.

5. Owner agrees and represents that if the right described in paragraph 3 is jointly held, it has the sole authority to exercise that right, and that Owner will maintain such sole authority throughout the life of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

- A. OWNER agrees that all of the foregoing recitals are factually true.
- B. OWNER agrees to and does hereby, waive any and all rights, whether jointly or severally held, to do any act authorized by Government Code Section 57051 to the full extent allowed by Civil Code Section 3513.
- C. OWNER understands and agrees that this Agreement to waive protest rights does not in any manner amend or alter the OSA.
- D. In consideration of OWNER'S agreements contained herein, CITY agrees to accept this waiver as a partial discharge of OWNER'S duties and obligations under the OSA, with respect to OWNER'S duty thereunder to do all things necessary to annex its property to the CITY when requested to do so by CITY.

IN WITNESS WHEREOF, the CITY OF MODESTO, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested by its City Clerk on the 23rd day of July, 2026, and OWNER has executed the Agreement the day and year first above written.

CITY:

CITY OF MODESTO,
a California municipal corporation

By: _____

Joseph P. Lopez
JOSEPH P. LOPEZ
City Manager

OWNER:

COSTA LIMITED PARTNERS, LP
A California Limited Partnership

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Diane Nayares-Perez
DIANE NAYARES-PEREZ, CMC
City Clerk

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Jose M. Sanchez
JOSE M. SANCHEZ
City Attorney

(SEAL)

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.

Partnership - signature of a partner required

Sole Proprietorship - signature of proprietor required

LLC - signature of proprietor or partner required

ACKNOWLEDGMENT

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State of California
County of Stanislaus

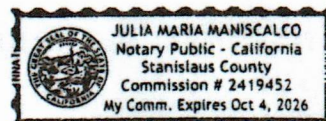
On July 23, 2026 before me, Julia Maria Maniscalco, Notary Public
(Insert name and title of the officer)

personally appeared Joseph P. Lopez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julia M. Maniscalco (Seal)



ACKNOWLEDGMENT

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State of California

County of Stanislaus

On June 18, 2020 before me, Kathryn C. Hohenwarter, Notary Public
(insert name and title of the officer)

personally appeared Denise Costa
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathryn C. Hohenwarter

(Seal)



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 046-011-002-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN AND LYING IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL "A", AS SHOWN ON THE MAP FILED IN BOOK 15 OF PARCEL MAPS, PAGE 32, STANISLAUS COUNTY RECORDS; THENCE NORTH 1° 38' 05" WEST, 622.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "A" AND THE SOUTHWEST CORNER OF PARCEL "A", AS SHOWN ON THE MAP FILED IN BOOK 34 OF PARCEL MAPS, PAGE 50, STANISLAUS COUNTY RECORDS; THENCE NORTH 1° 38' 38" WEST, 576.82 FEET; THENCE SOUTH 89° 25' 47" EAST, 340.05 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE, OF THE 70.00 FOOT WIDE NORTH STAR WAY; THENCE SOUTH 1° 38' 03" EAST ALONG SAID RIGHT OF WAY LINE, 578.11 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A" AS SHOWN ON THE MAP FILED IN BOOK 34 OF PARCEL MAPS, PAGE 50; THENCE SOUTH 1° 38' 05" EAST ALONG SAID RIGHT OF WAY LINE 578.11 FEET TO THE POINT OF BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 92° 26' 25"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 24.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 50.00 FEET WIDE BANGS AVENUE; THENCE NORTH 89° 11' 40" WEST ALONG SAID RIGHT OF WAY LINE, 324.35 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

(PURSUANT TO NOTICE OF MERGER NO. 94-02 AND EVIDENCED BY DOCUMENT RECORDED JUNE 1, 1994, AS DOCUMENT NO. 94-0054789, STANISLAUS COUNTY RECORDS.)