

7/6/93
DATE

15.
AGENDA ITEM #

TO: RICHARD J. RAMIREZ, CITY MANAGER APPROVED () DENIED
FROM: JOHN R. MCCARTHY, DIRECTOR OF PUBLIC WORKS () CONTINUED FROM
SUBJECT: APPROVAL OF A RESOLUTION APPROVING THE FINAL MAP FOR TRACT 1886 (JWT, INC.) AND AUTHORIZING ACCEPTANCE OF SUBDIVISION AGREEMENT AND SECURITIES; A RESOLUTION DECLARING INTENT TO ANNEX INTO PASO ROBLES LANDSCAPE AND LIGHTING DISTRICT NO. 1; AND A RESOLUTION ANNEXING TRACT 1886 INTO PASO ROBLES LANDSCAPE AND LIGHTING DISTRICT NO. 1 AS SUBAREA 13.

DATE: JUNE 25, 1993

Needs: That the City Council approve a Resolution authorizing execution and recordation of the Final Map, execution and recordation of the Subdivision Agreement and Memorandum of Agreement, and authorizing acceptance of the Faithful Performance and Maintenance Securities for Tract 1886 (JWT, Inc.); a Resolution declaring the intention to annex Tract 1886 into Paso Landscape and Lighting District No. 1; and a Resolution annexing Tract 1886 into Paso Robles Landscape and Lighting District No. 1 as Subarea 13.

Facts:

1. The Subdivider is requesting to enter into a Subdivision Improvement Agreement with the City for Tract 1886, located on the west side of Golden Hill Road, south of Union Road.
2. The Tentative Map was approved by the City Council on June 5, 1990 by Resolution No. 90-93.
3. The Developer has met all conditions of his tentative map and has paid all Final Map fees.
4. City staff has reviewed the final tract map and finds it to be in substantial conformance with the approved tentative map and technically correct.
5. The Subdivider has posted securities to guarantee installation of public improvements in accordance with his Subdivision Agreement, the Subdivision Map Act and the City of El Paso de Robles Municipal Code.
6. The securities and Subdivision Agreement were approved as to form by the City Attorney.

7. In conformance with the Conditions of Approval of Resolution No. 90-93 for the Tentative Map, the Subdivider has executed a Petition requesting that his project be annexed, into City of Paso Robles Landscape and Lighting District No. 1.

**Analysis
and**

Conclusion: Staff requests the City Council to adopt a resolution approving the Final Map for execution and recordation, authorizing the execution of the subdivision agreement and memorandum of agreement and the securities posted to guarantee the installation of public improvement for **Tract 1886 (JWT, Inc.)**; and approving a resolution declaring the intent to annex **Tract 1886** into City of Paso Robles Landscape and Lighting District No. 1 and setting the date and time for public hearing; and a resolution annexing **Tract 1886** into **Paso Robles Landscape and Lighting District No.1** as **Subarea No. 13**.

Policy

Reference: Title 22 of the Municipal Code Section and Subdivision Map Act, Landscaping and Lighting Act of 1972, Sections 22500, et seq. and 22608.1, Streets and Highways Code, and Resolution No. 90-93 (Tentative Map Approval).

Fiscal

Impact: The City will collect fees into the General Fund for Engineering Plan Checking and Inspection services. Sewer operational costs will increase due to the installation of a sanitary sewer lift station, requiring daily monitoring by the Wastewater Department. No general funds are needed for, and all costs associated with, the landscaping and lighting will be paid through the benefit maintenance district (Paso Robles Landscape and Lighting District No. 1) and levied to the benefitting property owners within **Tract 1886**.

Options:

1. That the City Council adopt a resolution authorizing acceptance and recordation of the Final Map, authorizing the execution and recordation of the Subdivision Agreement and Memorandum of Agreement, and acceptance of Securities for **Tract 1886 (JWT, Inc.)**; adopt a resolution declaring the intention to annex **Tract 1886** into City of Paso Robles Landscape and Lighting District No. 1; and adopt a resolution annexing **Tract 1886** into **City Paso**

Robles Landscape and Lighting District No.1 as Subarea No. 13.

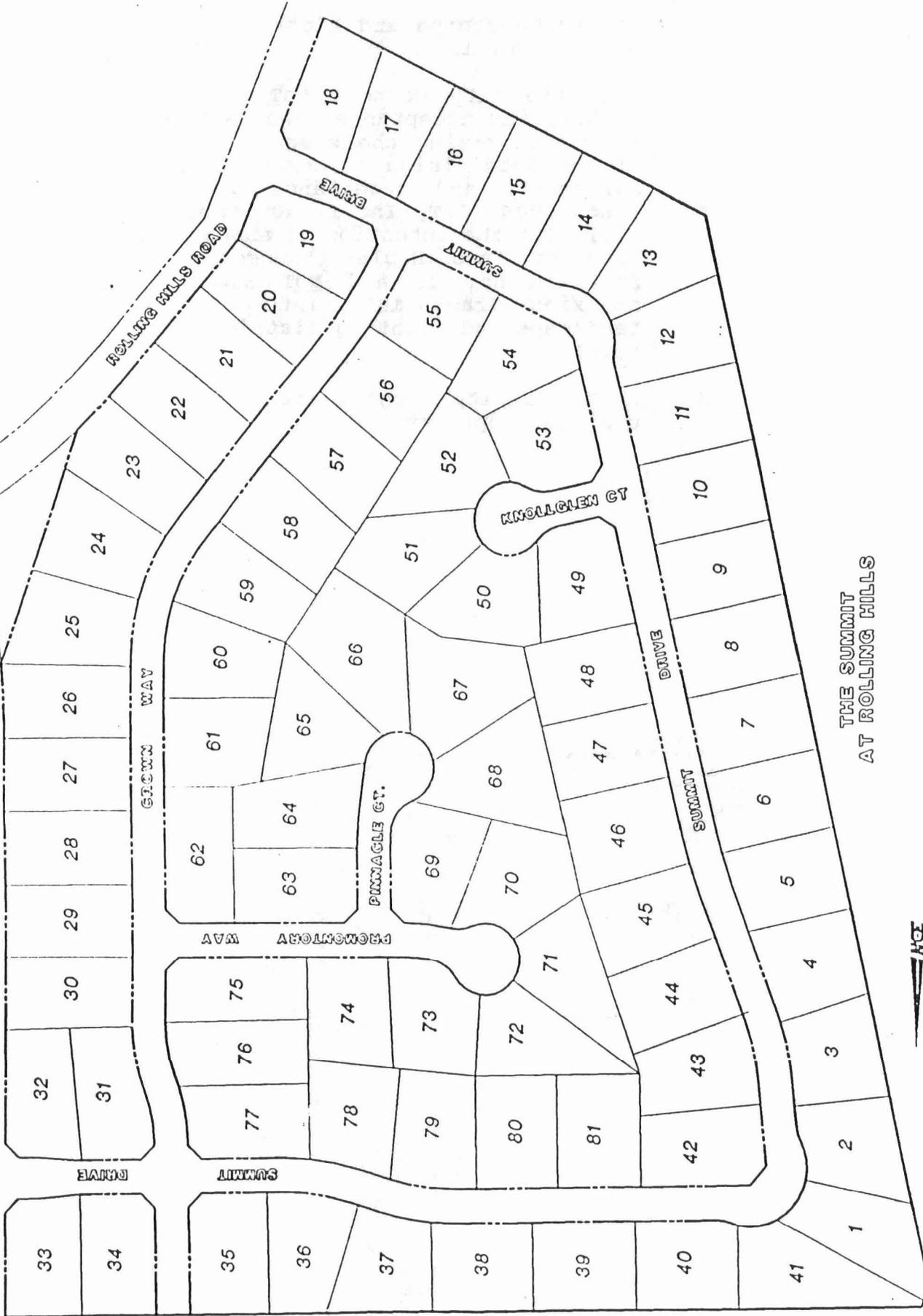
2. That the City Council **NOT** adopt a resolution authorizing acceptance recordation of the Final Map, authorizing the execution and recordation of the Subdivision Agreement and Memorandum of Agreement, and acceptance of Securities for **Tract 1886 (JWT, Inc.)**; **NOT** adopt a resolution declaring the intention to annex **Tract 1886** into City of Paso Robles Landscape and Lighting District No. 1; and **NOT** adopt a resolution annexing **Tract 1886** into **City Paso Robles Landscape and Lighting District No.1 as Subarea No. 13.**
3. That the City Council amend, modify or reject the above options.

Attachments (6):

Copy Final Map
Resolution Approving Final Map
Subdivision Agreement/Memo of Agreement
Resolution of Acceptance
Landscape & Lighting Petition
Resolution of Intent to Annex
Resolution of Annexation

:jj/council/agreemnt.acp/1886agnd.pkt

GOLDEN HILL ROAD



THE SUMMIT
AT ROLLING HILLS



15-4

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EL PASO DE ROBLES, CALIFORNIA,
APPROVING THE FINAL MAP AND ACCEPTING AND APPROVING
THE EXECUTION AND RECORDATION OF THE SUBDIVISION AGREEMENT
FOR TRACT 1886 (JWT, INC.)**

WHEREAS, the Developer has met all conditions of tentative map and submitted payment and performance securities posted to guarantee the installation of public improvements, a certificate of insurance, and has paid all fees; and

WHEREAS, City staff has reviewed the final tract map and finds it to be in substantial conformance with the approved tentative map and technically correct.

WHEREAS, the City Attorney has approved as-to-form the securities, Subdivision Agreement and certificate of insurance for this subdivision.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council of the City of Paso Robles approve the final map for Tract 1886 and authorize execution and recordation of the tract map.

Section 2. That the City Council approve the execution and recordation of the Subdivision Agreement and Memorandum of Agreement.

Section 3. That the City Council accept the Performance and Payment securities posted to guarantee the installation of public improvements.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this _____ day of _____, 1993, on the following vote:

AYES:
NOES:
ABSENT:

CHRISTIAN E. IVERSEN, MAYOR

ATTEST:

RICHARD J. RAMIREZ, CITY CLERK



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY CLERK'S OFFICE
CITY OF EL PASO DE ROBLES
910 PARK STREET
EL PASO ROBLES, CA 93446

FOR RECORDER USE ONLY

SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: _____

NAME OF SUBDIVIDER: JWT, INC. (referred to as "SUBDIVIDER")

SUBDIVISION TRACT NO.: 1886
(referred to as "Subdivision")

TENTATIVE MAP RESOLUTION OF APPROVAL NO.: 90-93
(referred to as "Resolution of Approval")

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$2,277,500.00

ESTIMATED TOTAL COST OF MONUMENTATION: Included in above estimate.

SURETY: THE INSCO DICO GROUP

BOND NOS.: PERFORMANCE BOND #129517S (\$475,998.00) - JUNE 14, 1993 (GOLDEN HILL ROAD SEWER LINE)
PAYMENT BOND #129517S (\$237,999.00) - JUNE 14, 1993 (GOLDEN HILL ROAD SEWER LINE)
PERFORMANCE BOND #129518S (\$514,715.00) - JUNE 14, 1993 (ROLLING HILLS ROAD SEWER LINE)
PAYMENT BOND #129518S (\$257,358.00) - JUNE 14, 1993 (ROLLING HILLS ROAD SEWER LINE)
PERFORMANCE BOND #129519S (\$721,968.00) - JUNE 14, 1993 (ON-SITE IMPROVEMENTS)
PAYMENT BOND #129519S (\$360,984.00) - JUNE 14, 1993 (ON-SITE IMPROVEMENTS)
PERFORMANCE BOND #129520S (\$564,819.00) - JUNE 14, 1993 (PUBLIC IMPROVEMENTS)
PAYMENT BOND #129520S (\$282,410.00) - JUNE 14, 1993 (PUBLIC IMPROVEMENTS)

1 This Agreement is made and entered into by and between the
2 CITY OF EL PASO DE ROBLES, a municipal corporation of the State of
3 California (hereinafter referred to as "CITY") and JWT, INC., a
4 California corporation (hereinafter referred to as "SUBDIVIDER").

5 **RECITALS**

6 A. SUBDIVIDER has presented to CITY for approval and
7 recordation, a final subdivision map of a proposed 81 lot

1 residential subdivision pursuant to provisions of the Subdivision
2 Map Act of the State of California and CITY's ordinances and
3 regulations relating to the filing, approval and recordation of
4 subdivision maps. The Subdivision Map Act and CITY's ordinances
5 and regulations relating to the filing, approval and recordation of
6 subdivision maps are collectively referred to in this Agreement as
7 the "Subdivision Laws."

8 B.. A tentative map of the Subdivision has been approved,
9 subject to the Subdivision Laws and to the requirements and
10 ~~conditions contained~~ in the Resolution of Approval. The Resolution
11 of Approval is on file in the Office of the City Clerk and is
12 incorporated into this Agreement by reference.

13 C. The Subdivision Laws establish as a condition precedent
14 to the approval of a final map that SUBDIVIDER must have complied
15 with the Resolution of Approval and must have either (1) completed,
16 in compliance with CITY standards, all of the improvements and land
17 development work required by the Subdivision Laws or the Resolution
18 of Approval, or (2) have entered into a secured agreement with CITY
19 to complete the improvements and land development within a period
20 of time specified by CITY.

21 D. In consideration of approval of a final map for the
22 Subdivision by the City Council, SUBDIVIDER desires to enter into
23 this Agreement, whereby SUBDIVIDER promises to install and
24 complete, at SUBDIVIDER's own expense, all the public improvement
25 work required by CITY in connection with the proposed Subdivision.
26 SUBDIVIDER has secured this Agreement by improvement security
27 required by the Subdivision Laws and approved by the City Attorney.

28 E. Complete Improvement Plans for the construction,
29 installation and completion of the improvements have been prepared
30 by SUBDIVIDER and approved by the City Engineer. The Improvement
31 Plans for Tract No. 1886 are on file in the Office of the City
32 Engineer and are incorporated into this Agreement by this refer-
33 ence. All references in this Agreement to the Improvement Plans
34 shall include reference to any specifications for the improvements
35 as approved by the City Engineer.

1 F. An estimate of the cost for construction of the public
2 improvements and performing land development work in connection
3 with the improvements according to the Improvement Plans has been
4 made and had been approved by the City Engineer. The estimated
5 amount is stated on Page 1 of this Agreement. The basis for the
6 estimate is attached as Exhibit "A" to this Agreement.

7 G. CITY has adopted standards for the construction and
8 installation of improvements within CITY. The Improvement Plans
9 have been prepared in conformance with CITY standards in effect on
10 the date of approval of the Resolution of Approval.

11 H. Prior to completion of the required improvements and
12 their acceptance by CITY, it is necessary that certain monuments
13 and stakes, as specified on the final map for the Subdivision,
14 shall be installed and also that street signs be placed at
15 intersections.

16 I. SUBDIVIDER recognizes that by approval of the final map
17 for Subdivision, CITY has conferred substantial rights upon
18 SUBDIVIDER, including the right to sell, lease, or finance lots
19 within the Subdivision, and has taken the final act necessary to
20 construct the public improvements within the Subdivision. As a
21 result, CITY will be damaged to the extent of the cost of
22 installation of the improvements by SUBDIVIDER's failure to perform
23 its obligations under this Agreement, including, but not limited
24 to, SUBDIVIDER's obligation to commence construction of the
25 improvements by the time established in this Agreement. CITY shall
26 be entitled to all remedies available to it pursuant to this
27 Agreement and law in the event of a default by SUBDIVIDER. It is
28 specifically recognized that the determination of whether a
29 reversion to acreage or rescission of the Subdivision constitutes
30 an adequate remedy for default by the SUBDIVIDER shall be within
31 the sole discretion of CITY.

32 NOW, THEREFORE, in consideration of the approval and recorda-
33 tion by the City Council of the final map of the Subdivision,
34 SUBDIVIDER and CITY agree as follows:

1 **1. SUBDIVIDER's Obligations to Construct Improvements.**
2 **SUBDIVIDER shall:**

3 a. Comply with all the requirements of the Resolution
4 of Approval, and any amendments thereto, and with the
5 provisions of the Subdivision Laws.

6 b. Complete, at SUBDIVIDER's own expense, all the
7 public improvement work required on the Tentative Map and
8 Resolution of Approval in conformance with approved Improve-
9 ment Plans and the CITY standards as follows:

10 **IMPROVEMENT** **DEADLINE DATE**

11 **1. OFF-SITE IMPROVEMENTS**

12 **Golden Hill Road Improvements:**

| | |
|--|--------------------------|
| 13 Sewer Line Installation..... | <u>AUGUST 20, 1993</u> |
| 14 Water Line Installation..... | <u>OCTOBER 08, 1993</u> |
| 15 Storm Drain Installation..... | <u>AUGUST 27, 1993</u> |
| 16 Curb, gutter and sidewalk..... | <u>JANUARY 07, 1994</u> |
| 17 A.C. Paving..... | <u>FEBRUARY 25, 1994</u> |
| 18 Traffic Striping/delineation..... | <u>MARCH 25, 1994</u> |

19 **Rolling Hills Road Improvements:**

| | |
|--|---------------------------|
| 20 Sewer Line Installation..... | <u>AUGUST 27, 1993</u> |
| 21 Water Line Installation..... | <u>OCTOBER 08, 1993</u> |
| 22 Storm Drain Installation..... | <u>SEPTEMBER 10, 1993</u> |
| 23 Curb, gutter and sidewalk..... | <u>JANUARY 07, 1994</u> |
| 24 A.C. Paving..... | <u>FEBRUARY 25, 1994</u> |
| 25 Traffic Striping/delineation..... | <u>MARCH 25, 1994</u> |
| 26 Grading of Right-of-Way..... | <u>SEPTEMBER 17, 1993</u> |
| 27 Detention Basin Installations..... | <u>SEPTEMBER 17, 1993</u> |
| 28 Underground Utilities Installation..... | <u>DECEMBER 10, 1993</u> |
| 29 Landscaping and Hydroseeding..... | <u>MARCH 25, 1994</u> |

30 **2. ON-SITE IMPROVEMENTS**

| | |
|---------------------------------------|---------------------------|
| 31 Grading..... | <u>SEPTEMBER 17, 1993</u> |
| 32 Drainage..... | <u>SEPTEMBER 17, 1993</u> |
| 33 Utilities..... | <u>DECEMBER 10, 1993</u> |
| 34 Sanitary Sewer Lift Station..... | <u>OCTOBER 08, 1993</u> |
| 35 Paving..... | <u>FEBRUARY 25, 1994</u> |
| 36 Landscaping..... | <u>MARCH 25, 1994</u> |
| 37 Hydroseeding..... | <u>MARCH 25, 1994</u> |

38 **(NOTE: All improvements must be completed within one year**
39 **from the date of this Agreement.)**

1 SUBDIVIDER agrees that CITY may impose necessary changes
2 to the scope of the improvement work if CITY determines that
3 such changes are necessary and incidental to the successful
4 completion and function of the improvements or required to
5 meet CITY's standards.

6 c. Furnish the necessary materials for completion of
7 the public improvements in conformity with the Improvement
8 Plans and CITY standards.

9 d. Acquire and dedicate, or pay the cost of acquisition
10 ~~by CITY,~~ of all rights-of-way, easements and other interests
11 in real property for construction or installation of the
12 public improvements, free and clear of all liens and encum-
13 brances. The SUBDIVIDER's obligations with regard to
14 acquisition by CITY of off-site rights-of-way, easements and
15 other interests in real property shall be subject to a
16 separate agreement between SUBDIVIDER and CITY. SUBDIVIDER
17 shall also be responsible for obtaining any public or private
18 drainage easements or authorization to accommodate the
19 Subdivision.

20 e. Commence construction of the improvements by the
21 time established in Section 21 of this Agreement and complete
22 the improvements by the deadline stated in Paragraph 1(b)
23 above, unless a time extension is granted by the CITY as
24 authorized in Section 21.

25 f. Install all Subdivision monuments required by law
26 prior to the completion and acceptance of the public improve-
27 ments by CITY.

28 g. Install street name signs conforming to CITY
29 standards. If permanent street name signs have not been
30 installed before acceptance of the improvements by CITY,
31 SUBDIVIDER shall install temporary street name signs according
32 to such conditions as the City Engineer may require.

33 **2. Acquisition and Dedication of Easements or Rights-of-Way.**

34 If any of the public improvement and land development work
35 contemplated by this Agreement is to be constructed or installed on

1 land not owned by **SUBDIVIDER**, no construction or installation shall
2 be commenced before:

3 a. The offer of dedication to **CITY** of appropriate
4 rights-of-way, easements or other interest in real property,
5 and appropriate authorization from the property owner to allow
6 construction or installation of the improvements or work, or

7 b. The dedication to, and acceptance by, the **CITY** of
8 appropriate rights-of-way, easements or other interests in
9 real property, as determined by the City Engineer, or

10 c. The issuance by a court of competent jurisdiction
11 pursuant to the State Eminent Domain Law of an order of
12 possession. **SUBDIVIDER** shall comply in all respects with the
13 order of possession.

14 3. Security. **SUBDIVIDER** shall at all times guarantee
15 **SUBDIVIDER's** performance of this Agreement by furnishing to **CITY**,
16 and maintaining, good and sufficient security as required by the
17 Subdivision Laws on forms approved by **CITY** for the purposes and in
18 the amounts as follows:

19 a. To assure faithful performance of this Agreement in
20 regard to said improvements in an amount of 100% of the
21 estimated cost of the improvements; and

22 b. To secure payment to any contractor, subcontractor,
23 persons renting equipment, or furnishing labor, materials for
24 the improvements required to be constructed or installed
25 pursuant to this Agreement in the additional amount of 50% of
26 the estimated cost of the improvements; and

27 c. To guarantee or warranty the work done pursuant to
28 this Agreement for a period of one year following acceptance
29 thereof by **CITY** against any defective work or labor done or
30 defective materials furnished in the additional amount
31 of 10% of the estimated cost of the improvements; and

32 d. **SUBDIVIDER** shall also furnish to **CITY** good and
33 sufficient security in the amount of 100% of the
34 estimated cost of setting Subdivision monuments as stated
35 previously in this Agreement.

2 The securities required by this Agreement shall be kept on file
3 with the City Clerk. The terms of the security documents refer-
4 enced on Page 1 of this Agreement are incorporated into this
5 Agreement by this reference. If any security is replaced by
6 another approved security, the replacement shall be filed with the
7 City Clerk and, upon filing, shall be deemed to have been made a
8 part of and incorporated into this Agreement. Upon filing of a
9 replacement security with the City Clerk, the former security may
be released.

10 4. Alterations to Improvements Plans.

11 a. Any changes, alterations or additions to the
12 improvement plans and specifications or to the improvements,
13 not exceeding 10% of the original estimated cost of the
14 improvement, which are determined by CITY to be necessary and
15 incidental to the successful completion and function of the
16 improvements or required to meet CITY standards, shall not
17 relieve the improvement security given for faithful perfor-
18 mance of this Agreement. In the event such changes, altera-
19 tions, or additions exceed 10% of the original estimated cost
20 of the improvement, SUBDIVIDER shall provide improvement
21 security for faithful performance as required by Paragraph 3
22 of this Agreement for 100% of the total estimated cost of the
23 improvement as changed, altered, or amended, minus any
24 completed partial releases allowed by Paragraph 6 of this
25 Agreement.

26 b. SUBDIVIDER shall construct the improvements in
27 accordance with CITY standards in effect at the time of
28 adoption of the Resolution of Approval. CITY reserves the
29 right to modify the standards applicable to the Subdivision
30 and this Agreement, when necessary to protect the public
31 safety or welfare or comply with applicable State or Federal
32 law or CITY zoning ordinances. If SUBDIVIDER requests and is
33 granted an extension of time for completion of the improve-
34 ments, CITY may apply the standards in effect at the time of
35 the extension.

1 5. Inspection. SUBDIVIDER shall at all times maintain
2 proper facilities and safe access for inspection of the public
3 improvements by CITY inspectors and to the shops wherein any work
4 is in preparation. Upon completion of the work, SUBDIVIDER may
5 request a final inspection by the City Engineer, or the City
6 Engineer's authorized representative. If the City Engineer, or the
7 designated representative, determine that the work has been
8 completed in accordance with this Agreement, then the City Engineer
9 shall certify the completion of the public improvements to the City
10 Council. No improvements shall be finally accepted unless all
11 aspects of the work have been inspected and determined to have been
12 completed in accordance with the Improvement Plans and CITY
13 standards. SUBDIVIDER shall bear all costs of inspection and
14 certification.

15 6. Release of Securities. The securities required by this
16 Agreement shall be released as follows:

17 a. Security given for faithful performance of any act,
18 obligation, work or agreement shall be released upon the final
19 completion and acceptance of the act or work, subject to the
20 provisions of subsection (b) hereof.

21 b. Security given to secure payment to the contractor,
22 his or her subcontractors and to persons furnishing labor,
23 materials or equipment shall, six months after the completion
24 and acceptance of the work, be reduced to an amount equal to
25 the total claimed by all claimants for whom lien have been
26 filed and of which notice has been given to the legislative
27 body, plus an amount reasonably determined by the City
28 Engineer to be required to assure the performance of any other
29 obligations secured by the security. The balance of the
30 security shall be released upon the settlement of all claims
31 and obligations for which the security was given.

32 c. No security given for the guarantee or warranty of
33 work shall be released until the expiration of the warranty
34 period and until any claims filed during the warranty period
35 have been settled. As provided in Paragraph 11, the warranty

1 period shall not commence until final acceptance of all the
2 work and improvements by the City Council.

3 d. CITY may retain from any security released an amount
4 sufficient to cover costs and reasonable expenses and fees,
5 including reasonable attorneys' fees.

6 7. Injury to Public Improvements, Public Property or Public
7 Utilities Facilities. SUBDIVIDER shall replace or have replaced,
8 or repair or have repaired, as the case may be, all public
9 improvements, public utilities facilities and surveying or
10 subdivision monuments which are destroyed or damaged as a result of
11 any work under this Agreement. SUBDIVIDER shall bear the entire
12 cost of replacement or repairs of any and all public or private
13 utility property damaged or destroyed by reason of any work done
14 under this Agreement, whether such property is owned by the United
15 States or any agency thereof, or the State of California, or any
16 agency or political subdivision thereof, or by CITY or any public
17 or private utility corporation or by any combination of such
18 owners. Any repair or replacement shall be to the satisfaction,
19 and subject to the approval, of the City Engineer.

20 8. Permits. SUBDIVIDER shall, at SUBDIVIDER's expense,
21 obtain all necessary permits and licenses for the construction and
22 installation of the improvements, give all necessary notices and
23 pay all fees and taxes required by law.

24 9. Default of SUBDIVIDER.

25 a. Default of SUBDIVIDER shall include, but not be
26 limited to, SUBDIVIDER's failure to timely commence construc-
27 tion of this Agreement; SUBDIVIDER's failure to timely cure
28 any defect in the improvements; SUBDIVIDER's failure to
29 perform substantial construction work for a period of 20
30 calendar days after commencement of the work; SUBDIVIDER's
31 insolvency, appointment of a receiver, or the filing of any
32 petition in bankruptcy either voluntary or involuntary which
33 SUBDIVIDER fails to discharge within 30 days; the commencement
34 of a foreclosure action against the Subdivision or a portion
35 thereof, or any conveyance in lieu or in avoidance of

1 foreclosure; or **SUBDIVIDER's** failure to perform any other
2 obligation under this Agreement.

3 b. **CITY** reserves to itself all remedies available to it
4 at law or in equity for breach of **SUBDIVIDER's** obligations
5 under this Agreement. **CITY** shall have the right, subject to
6 this section, to draw upon or utilize the appropriate security
7 to mitigate **CITY's** damages in event of default by **SUBDIVIDER**.
8 The right of **CITY** to draw upon or utilize the security is
9 additional to and not in lieu of any other remedy available to
10 ~~**CITY.**~~—It is specifically recognized that the estimated costs
11 and security amounts may not reflect the actual cost of
12 construction or installation of the improvements and,
13 therefore, **CITY's** damages for **SUBDIVIDER's** default shall be
14 measured by the cost of completing the required improvements.
15 The sums provided by the improvement security may be used by
16 **CITY** for the completion of the public improvements in
17 accordance with the improvement plans and specifications
18 contained herein.

19 In the event of **SUBDIVIDER's** default under this Agree-
20 ment, **SUBDIVIDER** authorizes **CITY** to perform such obligation 20
21 days after mailing written notice of default to **SUBDIVIDER** and
22 to **SUBDIVIDER's** surety, and agrees to pay the entire cost of
23 such performance by **CITY**.

24 **CITY** may take over the work and prosecute the same to
25 completion, by contract or by any other method **CITY** may deem
26 advisable, for the account and at the expense of **SUBDIVIDER**,
27 and **SUBDIVIDER's** surety shall be liable to **CITY** for any excess
28 cost or damages occasioned **CITY** thereby; and, in such event,
29 **CITY**, without liability for so doing, may take possession of,
30 and utilize in completing the work, such materials, appli-
31 ances, plant and other property belonging to **SUBDIVIDER** as may
32 be on the site of the work and necessary for the performance
33 of the work.

34 c. Failure of **SUBDIVIDER** to comply with the terms of
35 this Agreement shall constitute consent to the filing by **CITY**

1 of a notice of violation against all the lots in the Subdi-
2 vision, or to rescind the approval or otherwise revert the
3 Subdivision to acreage. The remedy provided by this subsec-
4 tion c. is in addition to and not in lieu of other remedies
5 available to CITY. SUBDIVIDER agrees that the choice of
6 remedy or remedies for SUBDIVIDER's breach shall be in the
7 discretion of CITY.

8 . d. In the event that SUBDIVIDER fails to perform any
9 obligation hereunder, SUBDIVIDER agrees to pay all costs and
10 expenses—incurred by CITY in securing performance of such
11 obligations, including costs of suit and reasonable attorneys'
12 fees.

13 e. The failure of CITY to take an enforcement action
14 with respect to a default, or to declare a breach, shall not
15 be construed as a waiver of that default or breach or any
16 subsequent default or breach of SUBDIVIDER.

17 11. Warranty. SUBDIVIDER shall guarantee or warranty the
18 work done pursuant to this Agreement for a period of one year after
19 final acceptance by the City Council of the work and improvements
20 against any defective work or labor done or defective materials
21 furnished. If within the warranty period any work or improvement
22 or part of any work or improvement done, furnished, installed,
23 constructed or caused to be done, furnished, installed or con-
24 structed by SUBDIVIDER fails to fulfill any of the requirements of
25 this Agreement or the improvement plans and specifications referred
26 to herein, SUBDIVIDER shall without delay and without any cost to
27 CITY, repair or replace or reconstruct any defective or otherwise
28 unsatisfactory part or parts of the work or structure. Should
29 SUBDIVIDER fail to act promptly or in accordance with this
30 replacement, SUBDIVIDER hereby authorizes CITY, at CITY's option,
31 to perform the work 20 days after mailing written notice of default
32 to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the
33 cost of such work by CITY. Should CITY determine that an urgency
34 requires repairs or replacements to be made before SUBDIVIDER can
35 be notified, CITY may, in its sole discretion, make the necessary

1 repairs or replacement or perform the necessary work and SUBDIVIDER
2 shall pay to CITY the cost of such repairs.

3 12. SUBDIVIDER Not Agent of CITY. Neither SUBDIVIDER nor any
4 of SUBDIVIDER's agents or contractors are or shall be considered to
5 be agents of CITY in connection with the performance of
6 SUBDIVIDER's obligations under this Agreement.

7 13. Injury to Work. Until such time as the improvements are
8 accepted by CITY, SUBDIVIDER shall be responsible for and bear the
9 risk of loss to any of the improvements constructed or installed.
10 Until such time as all improvements required by this Agreement are
11 fully completed and accepted by CITY, SUBDIVIDER will be respon-
12 sible for the care, maintenance of, and any damage to such
13 improvements. CITY shall not, nor shall any officer or employee
14 thereof, be liable or responsible for any accident, loss or damage,
15 regardless of the cause, happening or occurring to the work or
16 improvements specified in this Agreement prior to the completion
17 and acceptance of the work or improvements. All such risks shall
18 be the responsibility of and are hereby assumed by SUBDIVIDER.

19 14. Other Agreements. Nothing contained in this Agreement
20 shall preclude CITY from expending monies pursuant to agreements
21 concurrently or previously executed between the parties, or from
22 entering into agreements with other subdividers for the appor-
23 tionment of costs of water and sewer mains, or other improvements,
24 pursuant to the provisions of CITY ordinances providing therefor,
25 nor shall anything in this Agreement commit CITY to any such
26 apportionment.

27 15. SUBDIVIDER's Obligation to Warn Public During Construc-
28 tion. Until final acceptance of the improvements, SUBDIVIDER shall
29 give good and adequate warning to the public of each and every
30 dangerous condition existent in said improvements, and will take
31 all reasonable actions to protect the public from such dangerous
32 condition.

33 16. Vesting of Ownership. Upon acceptance of the work on
34 behalf of CITY and recordation of the Notice of Completion,

1 ownership of the improvements constructed pursuant to this
2 Agreement shall vest in CITY.

3 17. Final Acceptance of Work. Acceptance of the work on
4 behalf of CITY shall be made by the City Council upon recommenda-
5 tion of the City Engineer after final completion and inspection of
6 all improvements. The City Council shall act upon the Engineer's
7 recommendation within 30 days from the date the City Engineer
8 certifies that the work has been finally completed, as provided in
9 Paragraph 5. Such acceptance shall not constitute a waiver of
10 defects by CITY.

11 a. The CITY will consider reimbursement of excess costs
12 for the installation of off-site sanitary improvements in
13 accordance with Article 9 of the City Sewerage System
14 Operations Code, entitled Reimbursement of Excess Costs.

15 b. At the time of issuance of building permits the
16 Subdivider or property owner shall pay Orchard Bungalow
17 Assessment District fees as established.

18 18. Indemnity/Hold Harmless. CITY or any officer or employee
19 thereof shall not be liable for any injury to persons or property
20 occasioned by reason of the acts or omissions of SUBDIVIDER, its
21 agents or employees in the performance of this Agreement.
22 SUBDIVIDER further agrees to protect, indemnify, and hold harmless
23 CITY, its officials and employees from any and all claims, demands,
24 causes of action, liability or loss of any sort, because of, or
25 arising out of, acts or omissions of SUBDIVIDER, its agents or
26 employees in the performance of this Agreement, including all
27 claims, demands, causes of action, liability, or loss because of,
28 or arising out of, in whole or in part, the design or construction
29 of the improvements. This indemnification and agreement to hold
30 harmless shall extend to injuries to persons and damages or taking
31 of property resulting from the design or construction of said
32 Subdivision, and the public improvements as provided herein, and in
33 addition, to adjacent property owners as a consequence of the
34 diversion of waters from the design or construction of public
35 drainage systems, streets and other public improvements. Accep-

1 tance by CITY of the improvements shall not constitute an assump-
2 tion by the CITY of any responsibility for any damage or taking
3 covered by this paragraph. CITY shall not be responsible for the
4 design or construction of the Subdivision or the improvements
5 pursuant to the approved improvement plans or map, regardless of
6 any negligent action or inaction taken by CITY in approving the
7 plans or map, unless the particular improvement design was
8 specifically required by CITY over written objection by SUBDIVIDER
9 submitted to the City Engineer before approval of the particular
10 improvement design, which objection indicated that the particular
11 improvement design was dangerous or defective and suggested an
12 alternative safe and feasible design. After acceptance of the
13 improvements, SUBDIVIDER shall remain obligated to eliminate any
14 defect in design or dangerous condition caused by the design or
15 construction defect; however, SUBDIVIDER shall not be responsible
16 for routine maintenance. Provisions of this paragraph shall remain
17 in full force and effect for 10 years following the acceptance by
18 CITY of improvements. It is the intent of this section that
19 SUBDIVIDER shall be responsible for all liability for design and
20 construction of the improvements installed or work done pursuant to
21 this Agreement and that CITY shall not be liable for any
22 negligence, nonfeasance, misfeasance or malfeasance in approving,
23 reviewing, checking, or correcting any plans or specifications or
24 in approving, reviewing or inspecting any work or construction.
25 The improvement security shall not be required to cover the
26 provisions of this paragraph.

27 19. Sale or Disposition of Subdivision. Sale or other
28 disposition of this property will not relieve SUBDIVIDER from the
29 obligations set forth herein. SUBDIVIDER agrees to notify CITY in
30 writing at least 30 days in advance of any actual or pending sale
31 or other disposition of the property. If SUBDIVIDER sells the
32 property or any portion of the property within the Subdivision to
33 any other person, SUBDIVIDER may request a novation of this
34 Agreement and a substitution of security. Upon approval of the
35 novation and substitution of securities, SUBDIVIDER may request a

1 release or reduction of the securities required by this Agreement.
2 Nothing in the novation shall relieve SUBDIVIDER of the obligations
3 under Paragraph 17 for the work or improvement done by SUBDIVIDER.

4 20. Time of the Essence. Time is of the essence of this
5 Agreement.

6 21. Time for Commencement of Work/Time Extensions. SUBDI-
7 VIDER shall commence substantial construction of the improvements
8 required by this Agreement not later than nine (9) months prior to
9 the time for completion. In the event good cause exists as
10 determined by the City Manager, ~~the time~~ for commencement of
11 construction or completion of the improvements hereunder may be
12 extended. The extension shall be made in writing executed by the
13 City Manager. Any such extension may be granted without notice to
14 SUBDIVIDER's surety and shall not affect the validity of this
15 Agreement or release the surety or sureties on any security given
16 for this Agreement. The City Manager shall be the sole and final
17 judge as to whether or not good cause has been shown to entitle
18 SUBDIVIDER to an extension. Delay, other than delay in the
19 commencement of work, resulting from an act of CITY, or by an act
20 of God, which SUBDIVIDER could not have reasonably foreseen, or by
21 storm or inclement weather which permits the conducting of work, or
22 by strikes, boycotts, similar actions by employees or labor
23 organizations, which prevent the conducting of work, and which were
24 not caused by or contributed to by SUBDIVIDER, shall constitute
25 good cause for an extension of the time for completion. As a
26 condition of such extension, the City Manager may require SUBDI-
27 VIDER to furnish new security guaranteeing performance of this
28 Agreement as extended in an increased amount as necessary to
29 compensate for any increase in construction costs as determined by
30 the City Engineer.

31 22. No Vesting of Rights. Performance by SUBDIVIDER of this
32 Agreement shall not be construed to vest SUBDIVIDER's rights with
33 respect to any change in any zoning or building law or ordinance.

34 23. Notices. All notices required or provided for under this
35 Agreement shall be in writing and delivered in person or sent by

1 mail, postage prepaid and addressed as provided in this section.
2 Notice shall be effective on the date it is delivered in person,
3 or, if mailed, on the date of deposit in the United States Mail.
4 Notices shall be addressed as follows unless a written change of
5 address is filed with CITY:

6 CITY: City of El Paso de Robles
7 P.O. Box 307
8 Paso Robles, CA 93447-0307

9 SUBDIVIDER: - Estrella Associates
10 Attn: Richard Willhoit
11 1830 Spring Street
12 Paso Robles, CA 93446

13 Surety: The Insko Dico Group
14 17780 Fitch
15 Irvine, CA 92714

16 24. Severability. The provisions of this Agreement are
17 severable. If any portion of this Agreement is held invalid by a
18 court of competent jurisdiction, the remainder of the Agreement
19 shall remain in full force and effect unless amended or modified by
20 the mutual consent of the parties.

21 25. Captions. The captions of this Agreement are for
22 convenience and reference only and shall not define, explain,
23 modify, limit, exemplify, or aid in the interpretation,
24 construction or meaning of any provisions of this Agreement.

25 26. Litigation or Arbitration. In the event that suit or
26 arbitration is brought to enforce the terms of this Agreement, the
27 prevailing party shall be entitled to litigation costs and
28 reasonable attorneys' fees.

29 27. Incorporation of Recitals. The Recitals to this
30 Agreement are hereby incorporated into the terms of this Agreement.

31 28. Entire Agreement. This Agreement constitutes the entire
32 Agreement of the parties with respect to the subject matter. All

1 modifications, amendments, or waivers of the terms of this
2 Agreement must be in writing and signed by the appropriate
3 representatives of the parties. In the case of CITY, the
4 appropriate party shall be the City Manager.

5 IN WITNESS WHEREOF, this Agreement is executed by CITY, by and
6 through its City Manager.

7 CITY:

8 CITY OF EL PASO DE ROBLES

9 By: _____
10 Mayor, CHRISTIAN E. IVERSEN

11 ATTEST:

12 _____
13 City Clerk, RICHARD J. RAMIREZ

14 SUBDIVIDER:

15 JWT, INC., a California
16 corporation

17 BY: _____
18 *[Signature]*
19 _____

20 RICHARD J. WILLHOIT,
21 General Manager
22

23 council/agreemnt.sub/1886-jwt.agr

STATE OF CALIFORNIA
COUNTY OF San Luis Obispo ss

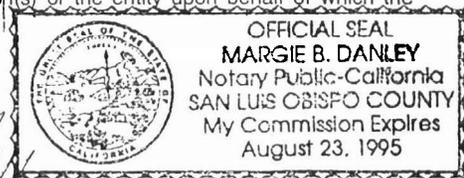
On July 24, 1993 before me, Margie B. Danley,
personally appeared Richard J. Willhoit,
_____ personally known to me (or ~~proved~~

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

WITNESS my hand and official seal.

Signature _____

Margie B. Danley



(This area for official notarial seal)

15-2a

CORPORATE RESOLUTION

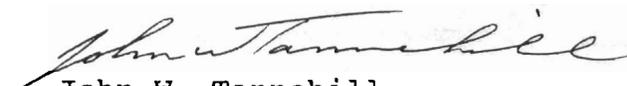
The Board of Directors of JWT, Inc., held a special meeting June 15, 1993 at six (6) p.m. All Directors present and duly notified of the meeting.

Mr. John W. Tannehill acting as Chairman for the meeting and directed that the notice of special meeting, and written waiver of notice and consent to the holding of this meeting signed by each director of the Corporation be made a part of the records of this meeting and to insert the same into the minute book of the Corporation.

After discussion, and on motion duly made, seconded, and unanimously carried, the following resolution was adopted:

IT IS HEREBY RESOLVED, that John W. Tannehill, as President and Secretary of JWT, Inc. has authorized the following functions specific to Subdivision Tract Map 1886 in the City of Paso Robles, California; Richard J. Willhoit as delegated agent to the Department of Real Estate and signature of same to filings necessary to the City of Paso Robles to secure the Final Map.

There being no further business to come before the Board, on motion duly made, seconded, and unanimously carried, the meeting was adjourned.


John W. Tannehill
President

BONDING ESTIMATE

THIS ESTIMATE IS FOR BONDING PURPOSES ONLY AND IS NOT TO BE USED AS A BIDDING DOCUMENT. UNIT PRICES ARE AS REQUIRED BY THE CITY OF PASO ROBLES, OR, WHEN NOT PUBLISHED BY THE CITY, ARE BASED ON THE ENGINEER'S BEST JUDGEMENT. CONTRACTOR IS RESPONSIBLE FOR OWN ESTIMATE OF QUANTITIES FOR BIDDING PURPOSES.

ESTIMATED FOR PROJECT: TRACT 1886 - PASO ROBLES
 BY: KILP BOND ESTIMATE
 DATE: 8 MAY 1992
 REV. DATE: 14 JULY 1992

EXHIBIT "A"

| ITEM | QUANTITY | UNIT COST | TOTAL | |
|-------------------------------|------------|-----------|--------------|--------------|
| <u>EARTHWORK - DEMOLITION</u> | | | | |
| CLEAR AND GRUB (Acres) | 24 | \$250.00 | \$5,959.91 | |
| CUT & FILL (CY) | 65,000 | \$2.50 | \$162,500.00 | |
| | | SUBTOTAL | \$168,459.91 | |
| <u>SEWER</u> | | | | |
| | DEPTH (FT) | | | |
| 8" PVC (LF) | 6 | 1,139 | \$15.00 | \$17,079.15 |
| 8" PVC (LF) | 7 | 2,206 | \$16.00 | \$35,290.24 |
| 8" PVC (LF) | 8 | 466 | \$17.00 | \$7,922.00 |
| 8" PVC (LF) | 9 | 240 | \$18.00 | \$4,320.00 |
| 8" PVC (LF) | 10 | 227 | \$19.00 | \$4,313.00 |
| 8" PVC (LF) | 11 | 955 | \$20.00 | \$19,101.00 |
| 8" PVC (LF) | 12 | 538 | \$21.00 | \$11,304.93 |
| 10" PVC (LF) | 8 | 270 | \$22.00 | \$5,940.00 |
| 12" PVC (LF) | 6 | 157 | \$25.00 | \$3,935.25 |
| 12" PVC (LF) | 10 | 457 | \$29.00 | \$13,264.89 |
| 12" PVC (LF) | 12 | 800 | \$31.00 | \$24,787.60 |
| 12" PVC (LF) | 16 | 793 | \$40.00 | \$31,736.00 |
| 12" PVC (LF) | 18 | 454 | \$42.00 | \$19,067.58 |
| 4" CL 150 PVC F.M. (LF) | | 826 | \$15.00 | \$12,393.85 |
| 4" LATERALS STD (EA) | | 81 | \$400.00 | \$32,400.00 |
| MANHOLE (EA) | | 27 | \$2,000.00 | \$54,000.00 |
| DROP MANHOLE (EA) | | 3 | \$2,500.00 | \$7,500.00 |
| RECONSTRUCT MANHOLE (EA) | | 1 | \$700.00 | \$700.00 |
| LIFT STATION (LS) | | 1 | \$35,000.00 | \$35,000.00 |
| | | SUBTOTAL | | \$340,045.49 |
| <u>WATER</u> | | | | |
| | DEPTH (FT) | | | |
| 8" PVC (LF) | 3 | 7,527 | \$18.00 | \$135,486.00 |
| 8" GATE VALVES (EA) | | 19 | \$600.00 | \$11,400.00 |
| 1" WATER SERVICE (EA) | | 81 | \$300.00 | \$24,300.00 |
| 1" WATER METER (EA) | | 2 | \$950.00 | \$1,900.00 |
| 12" WATER RELOCATION (EA) | | 320 | \$40.00 | \$12,800.00 |
| AIR RELIEF VALVES (EA) | | 4 | \$500.00 | \$2,000.00 |
| FIRE HYDRANTS (EA) | | 14 | \$2,000.00 | \$28,000.00 |
| CHECK VALVE & VAULT (EA) | | 1 | \$4,000.00 | \$4,000.00 |
| | | SUBTOTAL | | \$219,886.00 |

RECEIVED

STURM URMIN

| | | | |
|---------------|-----|---------|-------------|
| 18" HDPE (LF) | 966 | \$25.00 | \$24,150.00 |
| 21" HDPE (LF) | 169 | \$27.00 | \$4,563.00 |
| 24" HDPE (LF) | 521 | \$30.00 | \$15,615.00 |
| 30" HDPE (LF) | 632 | \$35.00 | \$22,102.50 |
| 36" HDPE (LF) | 70 | \$40.00 | \$2,800.00 |
| 48" HDPE (LF) | 670 | \$50.00 | \$33,500.00 |

| | | | |
|-----------------------------|---|------------|------------|
| OVERFLOW AT DET. BASIN (EA) | 2 | \$500.00 | \$1,000.00 |
| FIELD INLET @ 18" HDPE (EA) | 1 | \$1,000.00 | \$1,000.00 |

DROP INLET

| | | | |
|-------------------------------|----|------------|-------------|
| PASO ROBLES STD. (EA) | 11 | \$2,500.00 | \$27,500.00 |
| TYPE G4 MOD. (EA) | 1 | \$2,750.00 | \$2,750.00 |
| 31+13 CALTRANS GT 3-D1(EA) | 1 | \$5,000.00 | \$5,000.00 |
| MANHOLES (EA) | 8 | \$1,200.00 | \$9,600.00 |
| HEADWALL @ 24" (EA) | 1 | \$550.00 | \$550.00 |
| SAME @ 24" W/TRASHRACK (EA) | 1 | \$1,300.00 | \$1,300.00 |
| HEADWALL @ 36" (EA) | 1 | \$800.00 | \$800.00 |
| HEADWALL @ 2-30" (EA) | 1 | \$950.00 | \$950.00 |
| SAME @ 2-30" W/TRASHRACK (EA) | 1 | \$1,900.00 | \$1,900.00 |
| HEADWALL - 48/18 (EA) | 1 | \$1,250.00 | \$1,250.00 |
| 6X8 RING VAULT (EA) | 1 | \$2,500.00 | \$2,500.00 |
| CUTOFF WALL (EA) | 2 | \$1,000.00 | \$1,800.00 |
| RIP RAP (CY) | 56 | \$75.00 | \$4,222.50 |

SUBTOTAL \$164,853.00

UTILITIES

| | | | |
|---------------------------------|-------|-------------|-------------|
| COMBINED TRENCH | 6,400 | \$14.00 | \$89,600.00 |
| (CABLE TV, TELEPHONE, P.G. &E.) | | | |
| RELOCATE GAS (LS) | 1 | \$10,000.00 | \$10,000.00 |

SUBTOTAL \$99,600.00

STREETS

| | | | | |
|---------------------------|------------|------------|--------------|-------------|
| 6" CURB + 18" GUTTER (LF) | 13,470 | \$10.00 | \$134,700.00 | |
| DRIVE APPROACH (EA) | 39 | \$250.00 | \$9,750.00 | |
| CROSS GUTTER (EA) | 7 | \$2,000.00 | \$14,000.00 | |
| SIDEWALK RAMPS (EA) | 16 | \$350.00 | \$5,600.00 | |
| 5' SIDEWALKS (SF) | 38,860 | \$2.50 | \$97,150.00 | |
| | DEPTH (IN) | | | |
| CL II BASE (SF) | 8.0 | 169,432 | \$0.56 | \$94,881.92 |
| CL II BASE R.H. (SF) | 10.0 | 5,335 | \$0.70 | \$3,734.50 |
| CL II BASE G.H. (SF) | 16.0 | 31,536 | \$1.12 | \$35,320.32 |
| CL II BASE (PATH)(SF) | 4.0 | 3,300 | \$0.28 | \$924.00 |

| | | | | |
|----------------------|------------|---------|--------|--------------|
| | DEPTH (IN) | | | |
| A.C. PUMT (SF) | 3.00 | 169,432 | \$0.75 | \$127,074.00 |
| A.C. PUMT R.H. (SF) | 2.75 | 5,335 | \$0.69 | \$3,667.81 |
| A.C. PUMT G.H. (SF) | 4.00 | 31,536 | \$1.00 | \$31,536.00 |
| A.C. PUMT (PATH)(SF) | 2.00 | 3,300 | \$0.50 | \$1,650.00 |
| A.C. OVERLAY (SF) | 3.00 | 60,400 | \$0.75 | \$45,300.00 |

| | | | |
|----------------------------|-------|------------|-------------|
| MEDIAN STRIP INTERIOR (EA) | 2 | \$700.00 | \$1,400.00 |
| MONUMENTS (EA) | 34 | \$250.00 | \$8,500.00 |
| STREET SIGNS (EA) | 12 | \$100.00 | \$1,200.00 |
| STREET LIGHTS (EA) | 28 | \$2,000.00 | \$56,000.00 |
| TRAFFIC STRIPING (LF) | 5,400 | \$0.10 | \$540.00 |
| GOLDEN HILL STRIPING (LS) | 1 | \$2,500.00 | \$2,500.00 |

SUBTOTAL \$675,428.55

RECEIVED

| | | | |
|-------------------------|--------|--------|-------------|
| MEDIAN CURB (LF) | 1,900 | \$6.00 | \$11,400.00 |
| MEDIAN LANDSCAPING (SF) | 13,300 | \$0.50 | \$6,650.00 |

| | | | |
|----------|--|--|-------------|
| SUBTOTAL | | | \$18,050.00 |
|----------|--|--|-------------|

MISCELLANEOUS

| | | | |
|--------------------------------|---------|-------------|-------------|
| 6" MIRAMAT SWALE LINING (LF) | 1,086 | \$8.00 | \$8,688.00 |
| 12" MIRAMAT SWALE LINING (LF) | 385 | \$12.00 | \$4,620.00 |
| SIDEWALK UNDERDRAIN (EA) | 4 | \$500.00 | \$2,000.00 |
| IRON PIPE UNDERDRAIN (EA) | 12 | \$400.00 | \$4,800.00 |
| HYDROSEED DISTURBED AREAS (SF) | 774,812 | \$0.05 | \$38,740.60 |
| NATURAL GAS LINE (LF) | 5,741 | \$10.00 | \$57,410.00 |
| BARRICADE (EA) | 1 | \$500.00 | \$500.00 |
| FENCES (LS) | 1 | \$64,500.00 | \$64,500.00 |
| STREET TREE (EA) | 88 | \$140.00 | \$12,320.00 |
| PERIMETER TREES (LS) | 1 | \$3,150.00 | \$3,150.00 |
| LANDSCAPE (LS) | 1 | \$87,750.00 | \$87,750.00 |

| | | | |
|----------|--|--|--------------|
| SUBTOTAL | | | \$284,478.60 |
|----------|--|--|--------------|

| | |
|-----------------------------|----------------|
| ESTIMATED CONSTRUCTION COST | \$1,970,801.55 |
|-----------------------------|----------------|

| | |
|--------------------|--------------|
| CONTINGENCY @ 10 % | \$197,080.15 |
|--------------------|--------------|

| | |
|----------------|--------------|
| INFLATION @ 5% | \$108,394.09 |
|----------------|--------------|

| | |
|-------|----------------|
| TOTAL | \$2,276,275.79 |
|-------|----------------|

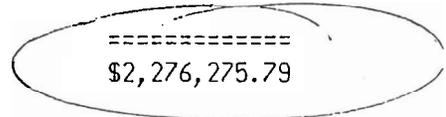
CURB AND GUTTER ESTIMATES INCLUDE CURB AROUND HANDICAP RAMPS, AND INCLUDE GUTTER ADJACENT TO DRIVEWAYS. SIDEWALK QUANTITY INCLUDES DRIVEWAYS AND HANDICAP RAMPS. DRIVEWAY APPROACH IS FOR EXTRA LABOR AT APPROACHES.

WATER AND SEWER LINE COSTS INCLUDE FITTINGS, THRUST BLOCKS AND MISCELLANEOUS ITEMS AS NEEDED FOR COMPLETE LINE INSTALLATION.

THIS PRELIMINARY OPINION AS TO COSTS IS NOT TO BE CONSTRUED AS A GUARANTEE OF COSTS. N.C.E. HAS NO CONTROL OVER THE COSTS OF LABOR, MATERIALS, EQUIPMENT, FUTURE MARKET CONDITIONS OR CONTRACTOR'S BIDDING METHODS. THE ACTUAL COST OF CONSTRUCTION MAY VARY FROM THE ESTIMATES AND/OR THE PROJECT BUDGET.

(CC)C:\QPRO\FILES\1886BREV.W01

PRICE LIST UPDATED : 5-08-92



*OK
Law
7-15-92
\$2,277,500*

RECEIVED

JUL 14 1992

15-26



attachment to memo of agreement

STATE OF CALIFORNIA
COUNTY OF San Luis Obispo

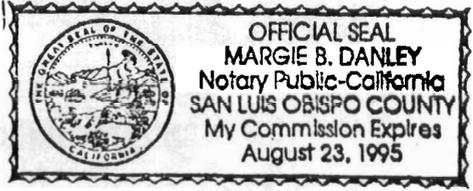
On 6-24-93 before me, Margie B. Danley

personally appeared Richard J. Wittroit
personally known to me (or proved

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

WITNESS my hand and official seal. €

Signature Margie B. Danley



(This area for official notarial seal)

PETITION

A PETITION TO THE CITY COUNCIL OF EL PASO DE ROBLES,
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA,
PETITIONING SAID COUNCIL TO INITIATE PROCEEDINGS FOR
THE ANNEXATION OF TERRITORY INTO "EL PASO DE ROBLES LANDSCAPE
AND LIGHTING MAINTENANCE DISTRICT NO. 1," AN ASSESSMENT DISTRICT
ESTABLISHED PURSUANT TO THE "LANDSCAPING AND LIGHTING ACT OF
1972" AS SET FORTH IN PART 2 OF DIVISION 15 (SECTIONS 22500
ET SEQ.) OF THE STREETS AND HIGHWAYS CODE OF
THE STATE OF CALIFORNIA

WITNESSETH:

A. WHEREAS, the petitioners, **JWT, Inc**, a California corporation, (hereinafter referred to as the "**Developer**"), is the sole owner of that certain real property located in the **City of El Paso de Robles**, County of San Luis Obispo, State of California, more particularly described in **Exhibit "A"** attached hereto (hereinafter referred to as the "**Property**"); and

B. WHEREAS, **Developer** is developing the **Property** as a single family residential subdivision approved as **Tentative Tract No. 1886** (hereinafter referred to as the "**Project**"); and

C. WHEREAS, as a condition to its approval of the recordation of the final tract map(s) to be recorded on the **Project**, the **City of El Paso de Robles** (hereinafter referred to as the "**City**") has required that those certain areas within the **Project** be improved with landscaping, lighting, and other related improvements (hereinafter referred to as the "**Landscape and Lighting Improvements**") to a standard acceptable to the **City**; and that the **Developer** provide a means satisfactory to the **City** for assuring the continued maintenance, operation, and servicing of the **Landscape and Lighting Improvements**; and

D. WHEREAS, pursuant to the "**Landscaping and Lighting Act of 1972**" as set forth in Part 2 of Division 15 (Sections 22500 et seq.) of the Streets and Highways Code of the State of California, the **City** may form an assessment district to provide for the maintenance, operation and servicing of the **Landscape and Lighting Improvements**, and for the payment of the costs and expenses incurred for such maintenance, operation, and servicing; and

E. WHEREAS, the Developer is the owner of all of the real property to be benefitted by the Landscape and Lighting Improvements of the maintenance, operation, and servicing thereof.

NOW, THEREFORE, in furtherance of the foregoing recitals, the Developer does hereby petition the City as follows:

1. In order to assure the continued maintenance, operation, and servicing of the Landscape and Lighting Improvements, and the payment of the costs and expenses incurred for such maintenance, operation, and servicing, the Developer hereby requests ~~that~~ the City annex the Property into the Paso Robles Landscape Maintenance District No. 1 (hereinafter referred to as the "District") pursuant to the "Landscaping and Lighting Act of 1972" as set forth in Part 2 of Division 15 (Sections 22500 et seq.) of the Streets and Highways Code of the State of California, in accordance with this Petition.

2. The Developer requests that the territory to be annexed to the District consists of all of the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all of the real property to be annexed into the District, the Developer hereby waives, pursuant to Streets and Highways Code Section 22608.1, preparation of an initial engineer's report and hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the annexation into the District by the City, the Developer hereby agrees as follows:

a. To install the Landscape and Lighting Improvements as required by conditions of approval of the Project and to bear all costs of constructing or otherwise installing the Landscape and Lighting Improvements;

b. To complete the construction or other installation of the Landscape and Lighting Improvements in Tract 1886 to the reasonable satisfaction of the City prior to the first close of an escrow for the sale of any lot in said Tract 1886.

c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the

District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operations and servicing of the Landscape and Lighting Improvements for Fiscal Year 92-93, if City determines to impose a levy for such fiscal year.

OWNER(S):

JWT, INC., a California corporation,
BY: *Richard Willhoit*
RICHARD WILLHOIT, General Manager

(ALL SIGNATURES MUST BE NOTARIZED)

council/land<gt.dst/1886petn.lld

STATE OF CALIFORNIA }
COUNTY OF San Luis Obispo }ss.

On June 24, 1993 before me, **Richard Willhoit** General Manger,
personally appeared _____,

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

WITNESS my hand and official seal.

Signature *Priscilla M. Platisha*

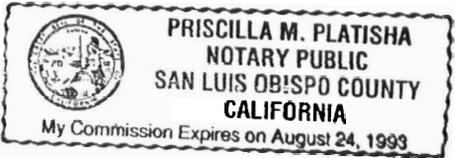


EXHIBIT "A"

Being a portion of Lots 13 and 14 of the Rancho Santa Ysabel, City of El Paso de Robles, County of San Luis Obispo, State of California and as recorded in Book A, Page 29 of Maps, in the Office of the County Recorder.

END DESCRIPTION

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL PASO DE ROBLES, CALIFORNIA, INITIATING PROCEEDINGS
AND DECLARING THE INTENTION TO ANNEX TRACT NO. 1886
TO THE PASO ROBLES LANDSCAPE AND LIGHTING DISTRICT NO. 1
(STREETS AND HIGHWAYS CODES SECTIONS 22500 ET SEQ.)**

WHEREAS, the City Council has previously conditioned the development of a project known as **Tract 1886** on the participation in a Benefit Maintenance District to fund maintenance of landscape and lighting improvements for the Tract; and

WHEREAS, the owners of the real property within the proposed District have consented in writing to the inclusion of the Tract in a District pursuant to the Landscape and Lighting Act of 1972 (Streets and Highways Code Sections 22500 et seq.); and

WHEREAS, there currently exists in the City the Paso Robles Landscape and Lighting District #1 ("District") to which this Tract can be annexed.

NOW, THEREFORE, the City Council of the City of El Paso de Robles, California, does resolve as follows:

1. The City Council of the City of El Paso de Robles hereby declares its intent to annex **Tract 1886** to the District.

2. The improvements within the Tract to be subject to assessment for maintenance by such District shall include those enumerated in Streets and Highways Code Section 22525 which are installed by the developer as a condition of approval of **Tract 1886** or which are hereafter installed by developer or City.

3. The property to be annexed to the District is located in the City of El Paso de Robles, County of San Luis Obispo, as more particularly described in Exhibit "A" hereto which is hereby incorporated herein. A map showing the boundaries of the property to be annexed is attached as Exhibit "B" which is hereby incorporated herein.

4. Pursuant to Streets and Highways Code Sections 22608.1 and 22608.2, no notice, hearing or filing of an engineer's report shall be required to form this District.

5. The part of the District annexed shall be call the "Paso Robles Landscape and Lighting District No. 1, Subarea 13".

6. The annexation of Subarea 13 to the District shall be placed upon the next agenda of a regularly scheduled meeting of the City Council.

On motion of Council Member _____, seconded by Council member _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

the foregoing Resolution No. _____ was adopted on the _____ day of _____, 1992.

MAYOR CHRISTIAN E. IVERSEN

ATTEST:

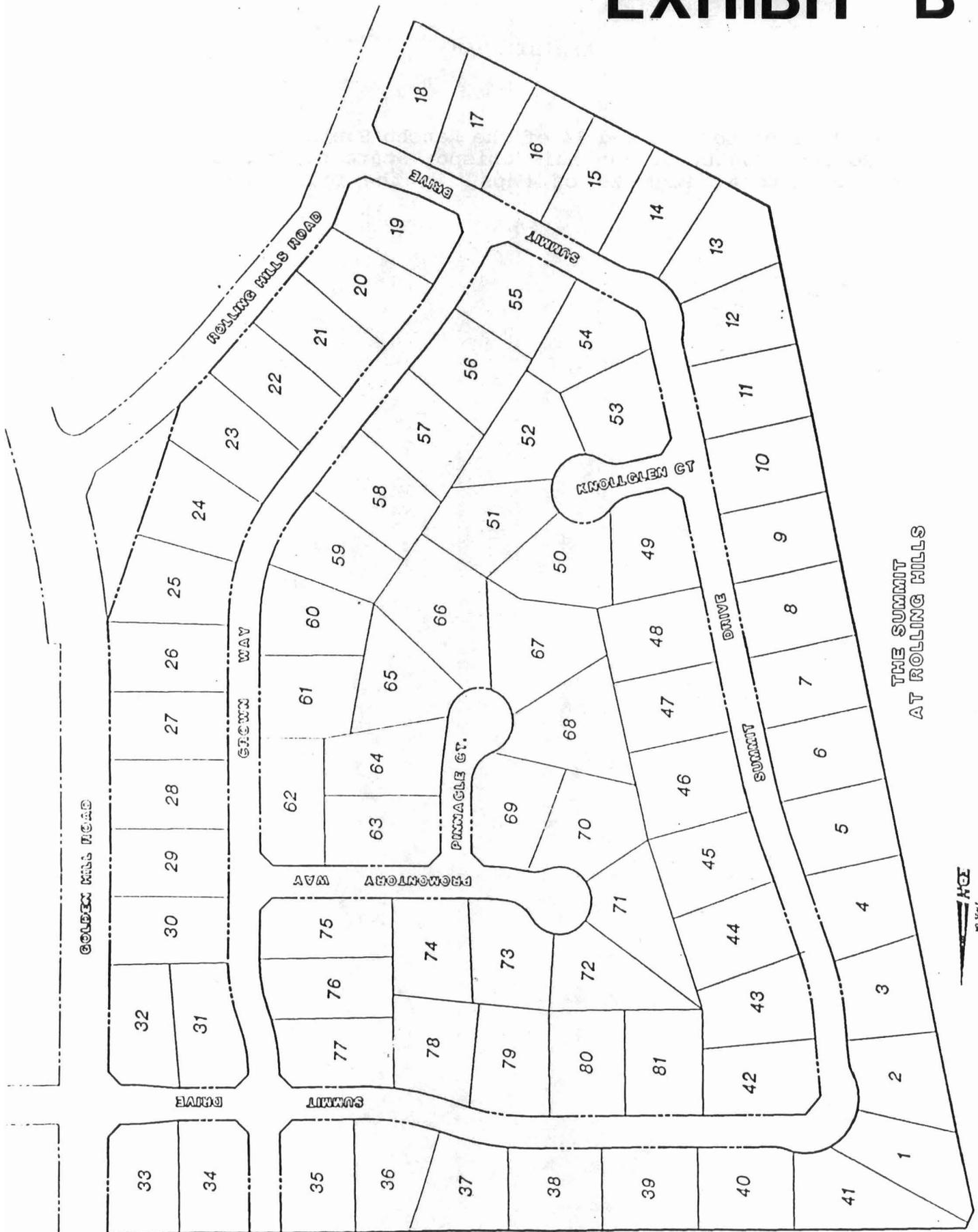
CITY CLERK RICHARD J. RAMIREZ

EXHIBIT "A"

Being a portion of Lots 13 and 14 of the Rancho Santa Ysabel, City of El Paso de Robles, County of San Luis Obispo, State of California and as recorded in Book A, Page 29 of Maps, in the Office of the County Recorder.

END DESCRIPTION

EXHIBIT "B"



THE SUMMIT
AT ROLLING HILLS



15-36

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY CLERK'S OFFICE
CITY OF EL PASO DE ROBLES
910 PARK STREET
SO ROBLES, CA 93446

FOR RECORDER USE ONLY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES,
CALIFORNIA, AS ANNEXING TRACT 1886 AS SUBAREA 13 TO THE
"PASO ROBLES LANDSCAPE AND LIGHTING DISTRICT NO. 1"
(STREETS AND HIGHWAYS CODE SECTIONS 22500, ET SEQ.)

WHEREAS, pursuant to Resolution No. _____, the City Council
has previously initiated proceedings and declared its intent to annex
Tract 1886 to Landscape and Lighting District No. 1 ("District"); and

WHEREAS, the owners of the real property have consented in writing
to annexation into the District.

NOW, THEREFORE, the City Council of the City of El Paso de Robles,
California, does resolve as follows:

Section 1. It is hereby declared that the real property located
in the City of Paso de Robles, County of San Luis Obispo, as more
particularly described in Exhibit "A" hereto, is hereby annexed to the
Paso Robles Landscape and Lighting District No. 1 and that all landscape
and lighting improvements required as conditions of approval of Tract
1886 be installed by the developer.

Section 2. The current owner of the real property, according to
the Petition for Formation of the District, is JWT, INC..

Section 2. The current owner of the real property, according to the Petition for Formation of the District, is **JWT, INC..**

Section 3. The assessment for this fiscal year (1993-94) shall be zero.

Section 4. The area annexed shall be designated **Paso Robles Landscape and Lighting District No. 1, Subarea 13.**

One motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

the foregoing Resolution No. _____ was adopted on the _____ day of _____, 1993.

MAYOR CHRISTIAN E. IVERSEN

ATTEST:

CITY CLERK RICHARD J. RAMIREZ

EXHIBIT "A"

Being a portion of Lots 13 and 14 of the Rancho Santa Ysabel, City of El Paso de Robles, County of San Luis Obispo, State of California and as recorded in Book A, Page 29 of Maps, in the Office of the County Recorder.

END DESCRIPTION

