

SUBDIVISION AGREEMENT

TRACT NO. 767

THIS AGREEMENT is entered into this 6th day of December 1979,
between, OVER-THE-HILL INVESTMENTS , DEVELOPER and SUBDIVIDER,
hereinafter called SUBDIVIDER, and the CITY OF EL PASO DE ROBLES,
a Municipal Corporation, hereinafter called CITY:

WITNESSETH:

WHEREAS, SUBDIVIDER is now the owner of and desires to subdivide
into lots, certain real property known as Tract No. 767, a subdivision
in the City of El Paso de Robles, San Luis Obispo County, California
and is required to comply with the provisions of Title 22, Municipal
Code of the City of El Paso de Robles, being the Subdivision Ordinance
of said CITY:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SUBDIVIDER agrees that it will, at its own cost and expense,
and in good workmanlike manner, in strict accordance with all
ordinances, laws, rules and regulations of CITY, and within one (1)
year from the date of this agreement, complete all of the following
improvements in and upon the aforesaid subdivision, Tract No. 767,
in accordance with improvement plans, specifications and any Change
Orders, filed with and approved by the City Engineer of the CITY
and in the manner hereinafter in the agreement provided, to wit:

C. UTILITIES:

C-1. SUBDIVIDER shall provide all utilities underground; electricity, water, gas, telephone, cable television, street lights, at no cost to CITY. SUBDIVIDER shall install all sanitary sewers, storm sewers, water, gas and all other underground utilities, at no cost to the CITY and subject to inspection by CITY.

C-2. All underground utilities and improvements shall be installed prior to construction of any street improvements.

C-3. All utilities to be installed to the boundary of the SUBDIVISION on all streets.

C-4. An underground street light system to serve the tract shall be installed with the system and locations to be approved by the Pacific Gas and Electric Company and the City Engineer.

C-5. SUBDIVIDER shall make arrangements with the proper utility companies to relocate any poles or facilities that may conflict with the required street improvements. All poles shall be located behind sidewalk. The CITY will not be responsible for any relocation expenses.

D. DRAINAGE:

D-1. SUBDIVIDER shall install all necessary storm drain facilities within the tract, and from the tract, and according to accepted engineering practices.

D-2. All streets shall conform to the direction of the drainage.

E. STREETS:

E-1. SUBDIVIDER shall install street name signs and required traffic signs as well as any necessary traffic striping.

E-2. SUBDIVIDER shall construct curb, gutter, and sidewalk on Pine Street adjacent to the subdivision.

E-3. SUBDIVIDER shall construct paving to centerline if necessary to provide a smooth transition between new gutter lip and existing paving.

E-4. CITY agrees to vacate that portion of 20th Street between Pine Street and the railroad. CITY may retain public utility easements in this street.

2. SUBDIVIDER agrees to pay promptly, upon receipt of bill from CITY, all costs of any engineering and inspection services made by the CITY, pertaining to Tract No. 767.

3. It is expressly agreed that SUBDIVIDER has furnished or will forthwith furnish to CITY, a written statement from the Pacific Gas and Electric Company, Pacific Telephone and Telegraph Company, the Southern California Gas Company and from Sonic Cable Corporation, specifying the terms of the installation of their services required for said subdivision. The terms thereof shall guarantee the installation of said services as required, at no cost to the CITY, and shall be subject to the approval of the CITY ENGINEER and the CITY ATTORNEY of said CITY.

4. SUBDIVIDER agrees that it has filed, or will forthwith file, with said City Clerk, a Performance Bond in the amount of Fifty Three Thousand Dollars (\$53,000.00) and a bond in 50 percent of the same amount to guarantee payment of all labor and material, to guarantee SUBDIVIDER'S compliance with all of the terms of this Agreement, and to guarantee the completion of the improvements specified under Paragraph No. 1, and to guarantee that all of said work shall be completed within one (1) year from the date of this agreement.

5. Upon final completion and acceptance of the work, CITY will release all but ten (10) percent of the improvement security, that amount being deemed sufficient to guarantee faithful performance by the SUBDIVIDER of his obligation to remedy any defects in the improvements arising from within the period of one year (1) following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished in the performance of this agreement.

6. Bonds required under this agreement shall not be effective unless and until first approved in writing by the CITY ENGINEER and the CITY ATTORNEY of said CITY.

7. SUBDIVIDER agrees that he will install street trees as approved by the CITY ENGINEER and maintain them for a period of one year after the houses are occupied, or SUBDIVIDER agrees that he will forthwith deposit with CITY CLERK of CITY, fees to discharge

the obligation of SUBDIVIDER for the installation of all street trees to be planted in said subdivision by CITY.

8. SUBDIVIDER agrees that he will forthwith deposit with said CITY CLERK, fees as a contribution of the SUBDIVIDER towards the cost of recreation facilities to be afforded the properties of the SUBDIVIDER, and other properties in the general vicinity by the CITY.

9. SUBDIVIDER understands there will be a fee per sewer connection at the time of submitting a request to connect to the sanitary sewer main.

10. SUBDIVIDER agrees to pay a water meter installation fee, plus the cost of the meter at the time of submitting the request for water meter installation by the CITY.

11. SUBDIVIDER understands there will be a fee per water connection at the time that each building is connected to the water main.

12. SUBDIVIDER agrees that he will forthwith deposit with CITY CLERK of CITY, fees as a contribution of the SUBDIVIDER towards the cost of future on and off site storm drain facilities.

13. SUBDIVIDER agrees that no units will be occupied until all major subdivision improvements are completed to the satisfaction of the CITY ENGINEER.

14. SUBDIVIDER does hold and save CITY harmless from any and all claims arising from entry and construction on public property by

SUBDIVIDER or SUBDIVIDER'S operations and does hereby agree to defend and indemnify CITY against all suits, costs, losses, awards or judgments arising therefrom. SUBDIVIDER will advise its insurance carrier of this indemnity provision and the Certificate of Insurance will provide that it includes the contractual liability assumed in the Agreement to indemnify.

15. SUBDIVIDER will provide CITY with a Certificate of Liability Insurance showing CITY as an additional insured, without reduction or offset by reason of insurance which the CITY has in effect. Said insurance policy shall be in such form and with such companies as are satisfactory to the CITY. Limits of liability shall not be less than \$500,000.00 for each occurrence, \$1,000,000.00 aggregate, and \$25,000.00 property damage.

16. In the event a dispute arises in this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.

17. This agreement is made and executed in duplicate, and either copy shall be for all purposes, deemed an original.

IN WITNESS WHEREOF, SUBDIVIDER has caused this instrument to be executed and CITY has caused this instrument to be executed by its Mayor and its corporate seal to be affixed thereto, pursuant to Resolution of the Council of said CITY first passed and adopted the day and year hereinbefore written.

OVER-THE-HILL INVESTMENTS
JOHN KUDEN AND COKER ELLSWORTH, "SUBDIVIDER"

BY: Coker E. John Kuden
JOHN KUDEN

BY: Coker Ellsworth
COKER ELLSWORTH

By: James Dotson
JAMES DOTSON
CITY OF EL PASO DE ROBLES "CITY"
A Municipal Corporation

BY: Barney Schwartz
BARNEY SCHWARTZ, MAYOR

ATTEST:

DONALD B. KEEFER, CITY CLERK

BY

Sydney J. Godsey
SYDNEY GODSEY, DEPUTY CITY CLERK