

TRACT 850 SUBDIVISION AGREEMENT

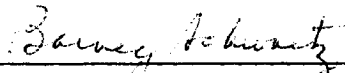
WITH

ACCOMPANYING RESOLUTION

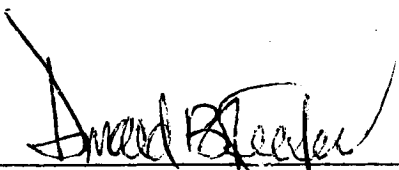
RESOLUTION NO. 2467

RESOLVED, that the Mayor and City Clerk of the City of El Paso de Robles be, and they are hereby authorized and directed to execute the within and foregoing Agreement dated August 20, 1980 between BONITA HOMES, INC., A California Corporation, and the CITY OF EL PASO DE ROBLES, A Municipal Corporation.

Passed and Adopted this 20th day of August, 1980.

  
\_\_\_\_\_  
BARNEY SCHWARTZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
DONALD B. KEEFER, CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF SAN LUIS OBISPO (SS.  
CITY OF EL PASO DE ROBLES )


I, Donald B. Keefer, City Clerk of the  
City of El Paso de Robles, California, do hereby certify that the  
foregoing Resolution No. 2467 was duly and regularly adopted,  
passed and approved by the City Council of the City of El Paso de Robles,  
California, at a regular meeting of said City Council held at  
the regular meeting place thereof, on the 19th day of August, 1980,  
by the following vote:

AYES: Councilmen...Minshull, Monroe, Parish, Stemper and Schwartz.....

NOES: Councilmen...None.....

ABSENT: Councilmen...None.....

Dated this 19th day of August, 1980.



\_\_\_\_\_  
City Clerk and Ex-Oficio Clerk of the City  
Council, City of El Paso de Robles, State  
of California.

SUBDIVISION AGREEMENT

TRACT NO. 850

THIS AGREEMENT is entered into this 19th day of August,  
1980, between BONITA HOMES, INC., A California Corporation, hereinafter called  
SUBDIVIDER, and the CITY OF EL PASO DE ROBLES, a Municipal Corporation, herein-  
after called CITY:

WITNESSETH:

WHEREAS, SUBDIVIDER is now the owner of and desires to subdivide into lots,  
certain real property known as Tract No. 850, 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. 850, 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 provide a six-foot (6') Public Utilities Easement adjacent to all road right-of-ways in this subdivision.

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. SUBDIVIDER shall construct drainage retardation facilities to control storm run-off from this subdivision.

E. STREETS:

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

5. 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.

6. 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.

7. SUBDIVIDER agrees to dedicate a park area and construct park improvements in accordance with a park plan approved by the City Parks and Recreation Director. The cost of the improvements shall be credited towards recreation fees.

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

9. 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.

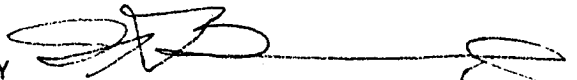
10. SUBDIVIDER understands there will be a fee per water connection at the time that each building is connected to the water main.

11. 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-site and off-site storm drain facilities.

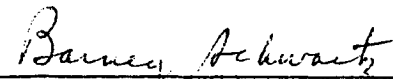
17. This agreement is made and executed in duplicate, and either copy shall be for all purposes, deemed an original.

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.

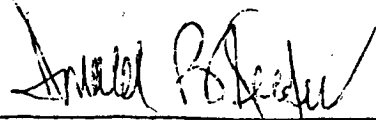
BONITA HOMES, INC. "SUBDIVIDER"  
A California Corporation

BY   
John H. Ghormley, President

CITY OF EL PASO DE ROBLES "CITY"  
A Municipal Corporation

BY   
Barney Schwartz, Mayor

ATTEST:

  
Donald B. Keefer, City Clerk