

RESOLUTION NO. 93-105

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EL PASO DE ROBLES, CALIFORNIA, AUTHORIZING
A ONE-YEAR TIME EXTENSION FOR PARCEL MAP PR 89-195
(ROGER THOMPKINS)**

WHEREAS, the Developer (Roger Thompkins) entered into a Subdivision Agreement on June 4, 1991 giving the Subdivider one year to construct and install public improvements within the project; and

WHEREAS, on May 7, 1992 Developer (Roger Thompkins) requested a one-year time extension, which was granted and approved on July 7, 1992 by Resolution No. 92-109; and

WHEREAS, on April 30, 1993 the Subdivider requested a second one-year time extension to his subdivision agreement.

WHEREAS, City staff has reviewed the project and finds the requested time extension to be necessary in order for the Developer to obtain financing to install the required public improvements as specified in the Subdivision Agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council authorize a second one-year time extension to the Subdivision Agreement for Parcel Map PR 89-195.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 1st day of June, 1993, on the following vote:

AYES: Heggarty, Macklin, Martin, Picanco, and Iversen
NOES: None
ABSENT: None


CHRISTIAN E. IVERSEN, MAYOR

ATTEST:

RICHARD J. RAMIREZ, CITY CLERK

RECORDING REQUESTED AND
WHEN RECORDED SEND TO:
OFFICE OF THE CITY CLERK
CITY OF EL PASO DE ROBLES
P. O. BOX 307
PASO ROBLES, CA 93447

DOC. NO. 78714
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CA

DEC 17 1991

FRANCIS M. COONEY
County Clerk-Recorder
TIME 2:00 PM

SUBDIVISION AGREEMENT

DATE OF AGREEMENT: JUNE 4, 1991

NAME OF SUBDIVIDER: ROGER E. TOMPKINS, ETAL
(referred to as "SUBDIVIDER")

SUBDIVISION TRACT NO.: PARCEL MAP NO. 89-195
(referred to as "Subdivision")

TENTATIVE MAP RESOLUTION OF APPROVAL NO.: 89-018
(referred to as "Resolution of Approval")

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$12,180.00

ESTIMATED TOTAL COST OF MONUMENTATION: INCLUDED IN ABOVE ESTIMATE

SURETY: SANTA LUCIA NATIONAL BANK

BOND NOS.: LETTERS OF CREDIT: PERFORMANCE #05-91, PAYMENT #04-91

THIS AGREEMENT is entered into this FOURTH day of JUNE, 1991, between ROGER E. AND CAMILLE G. TOMPKINS, GREG PARIS, TODD HANAUER, RICHARD DAVIS AND MARCELLE BAKULA, 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 know as Parcel Map PR 89-195, 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 of the 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, or as further amended for

any approved phasing, complete all of the following improvements in and upon the aforesaid subdivision, Parcel Map PR 89-195 , 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:

A. PLANS AND SPECIFICATIONS:

A-1. All improvement plans shall be submitted to the office of the City Engineer for approval.

A-2. All improvements shall be placed to the City of Paso Robles Specifications, Standards and approved plans.

A-3. A mylar copy of the recorded map and one print shall be furnished to the CITY. As-built drawings shall be furnished to the CITY for approval prior to acceptance of the improvements.

A-4. All property corners and street monuments must be set in accordance with the recorded map. Bench marks shall be placed at 1000' intervals as required by the City Engineer.

B. GRADING:

B-1. A preliminary soils report shall be prepared by a Registered Civil Engineer to determine the structural design of footings for buildings in this subdivision and requirements for preparation of the site grading.

B-2. The SUBDIVIDER shall submit a complete grading and drainage plan to the City Engineer for approval. All grading shall be in conformance with Chapter 70 of the Uniform Building Code.

B-3. A Registered Civil Engineer shall certify that all grading has been completed in conformance with the approved plans and specifications, Chapter 70 of the Uniform Building Code, and the preliminary investigation.

B-4. Site grading of all lots shall be in accordance with the approved grading plan. All lots shall be graded to drain to the streets or to an approved drainage facility.

B-5. Dust control shall be maintained at all times; work shall cease during adverse winds as directed by the City Engineer. Soil conservation shall be maintained during construction to prevent erosion, landslides, and other damage to adjacent property. Method of protection may be obtained from the U.S. Soil Conservation Service.

B-6. All top soil removed shall be stockpiled and distributed over individual lots and slopes. All slopes shall be protected with hydroseed as directed by the City Engineer.

C. UTILITIES:

C-1. SUBDIVIDER shall provide all utilities (electricity, gas, telephone, cable television, street lights, water and sanitary sewer) underground at no cost to 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 boundary of the subdivision on all streets, except as specifically waived on the plans.

C-4. An underground street light system to serve the parcel 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 (6) foot Public Utility Easement adjacent to all road right-of-ways in this subdivision, as required by the public utilities.

C-6. SUBDIVIDER shall submit a composite utility plan signed as approved by a representative of each utility company.

D. DRAINAGE:

D-1. SUBDIVIDER shall install all necessary storm drain facilities within the project, and from the project, in accordance with the approved plans.

E. STREETS:

E-1. SUBDIVIDER shall install all street name signs, and required traffic signs, and paint striping as required.

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 the aforesaid subdivision.

3. SUBDIVIDER agrees that it has filed, or will forthwith file, as a condition of and prior to recordation of the parcel map, with said City Clerk, a Performance bond in the amount of TWELVE THOUSAND ONE HUNDRED AND EIGHTY DOLLARS (\$12,180.00) and a Labor and Materials bond in fifty (50) percent of the same amount, or a Certificate of Deposit for the full amount of \$12,180.00 is also satisfactory, to guarantee SUBDIVIDER'S compliance 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.

4. Upon completion and acceptance of the work, CITY will release all but ten (10) percent of the Performance bond to serve as a guarantee bond, that amount being deemed sufficient to guarantee faithful performance by the SUBDIVIDER of his obligation to remedy any defects or failure, however caused, in the

improvements occurring within the period of one (1) year following the completion and acceptance of the work. SUBDIVIDER agrees and understands that until all subdivision improvements are accepted, SUBDIVIDER bears total responsibility for compliance with all City Standards regardless of the nature or cause of any damage, defect or failure of improvements as installed. SUBDIVIDER further acknowledges and understands within the one (1) year guarantee period after the project is accepted as final, SUBDIVIDER will bear the total responsibility for all maintenance and care of the improvements as installed, reserving to SUBDIVIDER the right of recourse or indemnity against any third party who causes damage to such improvements.

5. All security bonds and insurance 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. The bonding company furnishing said bonds must have a minimum A rating as established by Bests' Key Rating Guide For Casualty and Property Insurance.

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 buildings are occupied, or SUBDIVIDER agrees that he will forthwith deposit with the 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.

7. SUBDIVIDER agrees that he will forthwith, as a condition of and prior to the recordation of the parcel map, deposit with said City Clerk, fees as a payment 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.

8. SUBDIVIDER agrees that he will forthwith deposit with City Clerk of CITY, fees as a payment of the SUBDIVIDER towards cost of future off-site storm drain facilities. The drainage fee is in addition to the storm drainage to be installed.

9. SUBDIVIDER agrees to and understands that he will be responsible for sewer connection, water connection, water meter, traffic and all other fees established by City Ordinance at the time building permits are obtained.

10. SUBDIVIDER does hold and save CITY harmless from any and all claims arising from entry and construction on public property by SUBDIVIDER or those acting for or on behalf of SUBDIVIDER and does hereby agree to defend and indemnify CITY against all suits, costs, losses, awards or judgments arising therefrom.

will advise its insurance carrier of this indemnity provision and the Certificate of Insurance will provide that it includes contractual liability assumed in the Agreement to Indemnify. SUBDIVIDER agrees to indemnify CITY against any claim, loss, cost or expense for storm damage caused by the subdivision prior to final acceptance of the improvements.

11. SUBDIVIDER will provide CITY with a certificate of liability insurance showing CITY as an additional primary 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.

12. SUBDIVIDER agrees that no buildings will be occupied until all improvements are completed to the satisfaction of the City Engineer, and accepted by the CITY.

13. SUBDIVIDER agrees to indemnify the CITY from any and all claims, loss, cost or expense arising from or related to CITY'S approval of the SUBDIVIDER'S subdivision project. This agreement to indemnify includes, but is not limited to, claims for inverse condemnation made by adjoining owners in connection with any asserted adverse effects of the proposed subdivision on the property of the adjoining owners.

SUBDIVIDER agrees to advise CITY by written notice delivered to CITY prior to entry on any CITY street for trenching or other work and agrees to allow CITY, prior to any work within the street, to review all safety precautions and sign proposed by SUBDIVIDER.

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

15. The agreement and the real property subject to this agreement shall not be transferred or assigned without prior written notice to and prior written consent of CITY. If there has been full compliance with the terms of the agreement, CITY will consent to an assignment, provided transferee assumes the subdivision agreement in a form satisfactory to CITY and provided further that all necessary replacement Performance and Labor and Materials Bonds and Insurance are issued in a form satisfactory to and accepted by the CITY in writing.

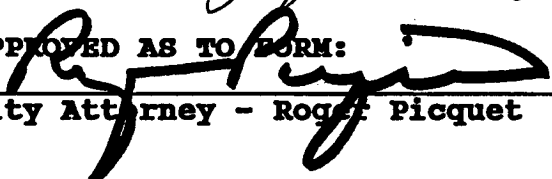
IN WITNESS WHEREOF, SUBDIVIDER has caused this instrument to be executed and CITY has caused this instrument to be executed by its Mayor and its corporate seal to be affixed hereto, pursuant to Resolution of Council of said CITY first passed and adopted the day and year hereinbefore written.

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

By: 
Mayor - Christian E. Iversen

ATTEST:

City Manager - Robert R. Grogan

APPROVED AS TO FORM:

City Attorney - Roger Picquet


"DEVELOPER":


ROGER E. TOMPKINS, OWNER


CAMILLE G. TOMPKINS, OWNER


GREG PARIS, OWNER


TODD HANAUER, OWNER


RICHARD DAVIS, OWNER

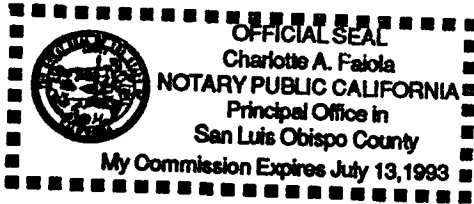

MARCELLE BAKULA

(SIGNATURES MUST BE NOTARIZED)

GENERAL ACKNOWLEDGMENT

State of California
County of San Luis Obispo } SS.

On this the 16th day of April 1991, before me,
Charlotte A. Faiola
the undersigned Notary Public, personally appeared
Roger E. Tompkins and Camille G. Tompkins



personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) are subscribed to the
within instrument, and acknowledged that they executed it.
WITNESS my hand and official seal.

Charlotte A. Faiola
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Subdivision Agreement
Number of Pages 8 Date of Document ~~4-16-91~~ 4-9-91

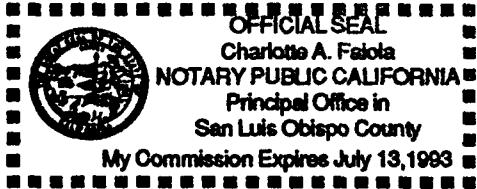
Signer(s) Other Than Named Above Greg Paris, Todd Hanauer, Richard Davis, Marcelle Bakula, Christian E. Iversen, Jerry Bankston, Roger Picquet

GENERAL ACKNOWLEDGMENT

State of California }
County of San Luis Obispo } SS.

On this the 19th day of April 1991, before me,

Charlotte A. Faiola,
the undersigned Notary Public, personally appeared
Richard Davis and Marcelle Bakula



personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it. WITNESS my hand and official seal.

Charlotte A. Faiola
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

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MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

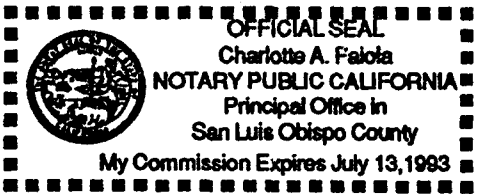
Title or Type of Document Subdivision Agreement
Number of Pages 8 Date of Document 4-9-91
Signer(s) Other Than Named Above Greg Paris, Todd Hanauer, Christian E. Iversen, Jerry Bankston, Roger Picquet, Roger & Camille Tompkins

GENERAL ACKNOWLEDGMENT

State of California }
County of San Luis Obispo } SS.

On this the 17th day of April 1991, before me,

Charlotte A. Faiola,
the undersigned Notary Public, personally appeared
Greg Paris and Todd Hanauer



personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it. WITNESS my hand and official seal.

Charlotte A. Faiola
Notary's Signature

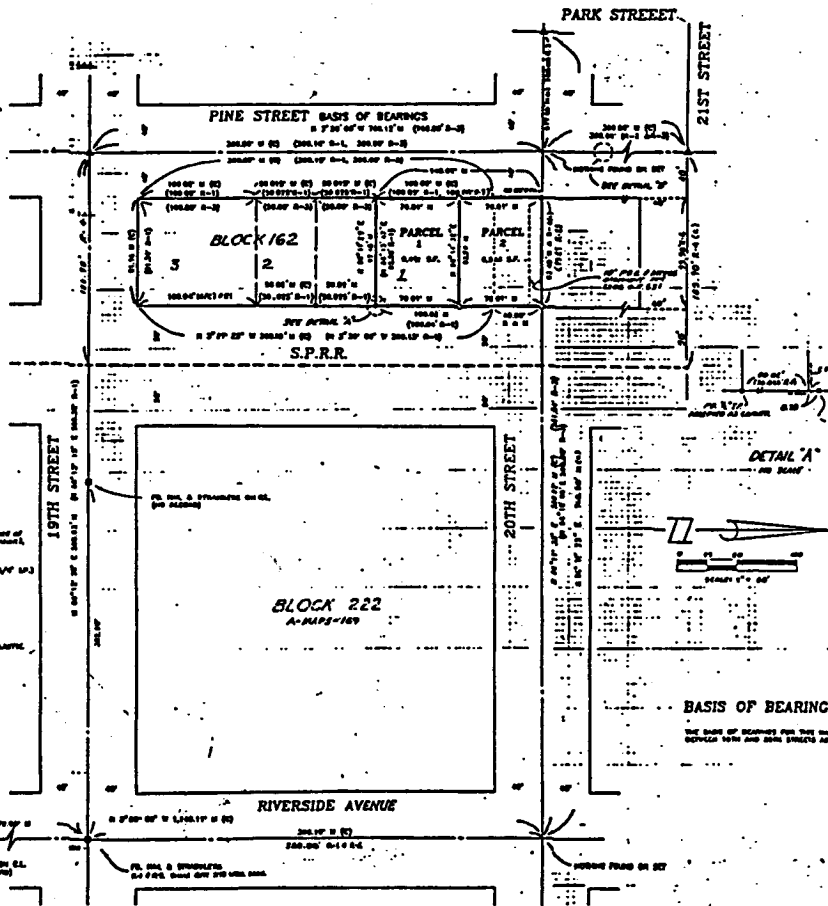
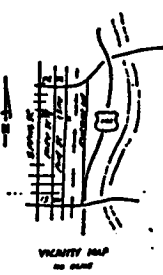
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Title or Type of Document Subdivision Agreement
Number of Pages 8 Date of Document 4-9-91
Signer(s) Other Than Named Above Richard Davis, Marcelle Bakula, Christian E. Iversen, Jerry Bankston, Roger Picquet, Roger & Camille Tompkins

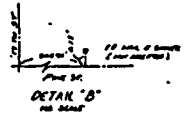
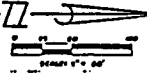
PARCEL MAP PR 89 - 195

BEING A DIVISION OF LOT 1 OF BLOCK 162
AND THE SOUTH HALF OF 20TH STREET
BETWEEN PINE STREET AND THE S.P.R.R.
IN THE CITY OF PASO ROBLES,
COUNTY OF SAN LUIS OBISPO,
STATE OF CALIFORNIA



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DETAIL "A"
NO SCALE



BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS MAP IS THE EXTENSION OF PINE STREET
BETWEEN 19TH AND 20TH STREETS AS SHOWN ON MAPS 189 AND 222 OF 1989

PREPARED BY:
SUNDT DESIGN & ENGINEERING ASSOCIATES
818 12TH STREET SUITE 212
PASO ROBLES, CA 93446
(805) 934-8737

CITY OF PASO ROBLES

PUBLIC WORKS DEPARTMENT

PR 89-195