

## RESOLUTION NO. 1907-A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
 AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR  
 SUBDIVISION IMPROVEMENTS BY AND BETWEEN THE  
 CITY OF SOLEDAD AND DAVIDSON, KAVANAGH,  
 & BREZZO A GENERAL PARTNERSHIP  
 (VILLA OAKS SUBDIVISION)

BE IT RESOLVED by the City Council of the City of Soledad, that the Mayor and the City Clerk are hereby authorized and directed to execute with Davidson, Kavanagh & Brezzo a general partnership, an agreement for the subdivision improvements, in the form of the documents hereunto attached, marked as "Exhibit 1", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 9th day of May, 1989, by the following vote:

AYES, and in favor thereof, Councilmembers: Campos,  
 Holguin, Ledesma, Mayor Pro Tem Untalon, Mayor Ortiz  
 NOES, Councilmembers: None  
 ABSENT, Councilmembers. None

  
 MAYOR OF THE CITY OF SOLEDAD

ATTEST:  
  
 CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT

(SUBDIVISION IMPROVEMENTS)

THIS AGREEMENT is made by and between the CITY OF SOLEDAD, a municipal corporation of the State of California, hereinafter called CITY, and DAVIDSON, KAVANAGH & BREZZO, a partnership, hereinafter referred to as SUBDIVIDER.

RECITALS:

A SUBDIVIDER has filed with the City Clerk of CITY, for presentation to the City Council for its approval, a final subdivision map entitled "Villa Oaks Subdivision."

B. SUBDIVIDER has requested approval of said map prior to the construction and completion of improvements, including streets, highways or public ways and public utility facilities which are a part of, or appurtenant to, the subdivision shown on said map, all in accordance with the Plans and Specifications for said improvements which heretofore have been filed with the City Clerk and which have been approved by the City Engineer.

C. Before the City Council of CITY can approve said final map and accept the dedications therein offered, it is necessary that SUBDIVIDER first enter into and execute this agreement with CITY.

AGREEMENT.

Therefore, for and in consideration of the approval

... 1"

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of said subdivision map and of the acceptance of the dedications therein and herein offered, and pursuant to the requirements of the Subdivision Map Act of the State of California and the subdivision ordinance of the City of Soledad (Title 16 of the Municipal Code), the parties agree as follows:

1. Performance of Work. SUBDIVIDER will do and perform, or cause to be done and performed, at SUBDIVIDER's own expense, in a good and workmanlike manner, and will furnish all required materials, all under the direction and to the satisfaction of the City Engineer, all of the following work and improvements within and without the subdivision:

(a) Street improvements, as per plans and specifications approved by the city engineer;

(b) Water, gas, sewer, drainage, electrical, telephone and cable TV utilities;

(c) Landscaping as per plans and specifications and this agreement; and

(d) All other work specified in this agreement.

SUBDIVIDER shall also do all work and furnish all materials necessary in the opinion of the City Engineer, and on his order, to complete the improvements in accordance with said plans and specifications, or with any changes required or ordered by the City Engineer which in his opinion are necessary or required to complete the work.

2. Work to Conform to Engineer's Requirements. All of said work shall be done at the places, of the materials, in

the manner, and at the grades, shown upon the plans and specifications approved by the City Engineer, and to the satisfaction of the City Engineer. SUBDIVIDER shall obtain and pay for any testing required by the City Engineer, employing a firm or firms approved by the City Engineer.

3. Time of Commencement and Completion of Work.

The time for the commencement of said work shall be on or before \_\_\_\_\_, 19\_\_\_\_, and all such work shall be completed within three hundred sixty-five (365) days thereafter. At least fifteen (15) calendar days prior to the commencement of work hereunder, SUBDIVIDER shall notify the City Engineer in writing of the date fixed by SUBDIVIDER for commencement thereof, so that the City Engineer may provide inspection services.

4. Time of the Essence; Extension. Time is of the

essence of this agreement; provided, that in the event good cause is shown therefor, the City Council of CITY may extend the time for completion of the improvements hereunder. Any such extension may be granted without notice to the SUBDIVIDER's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension.

5. Repairs and Replacements. SUBDIVIDER shall

replace, or have replaced, or repair, or have repaired, as the

case may be, all pipes and monuments shown on the map which have been destroyed or damaged, and SUBDIVIDER shall replace, or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repair of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

6. Utility Deposits; Statement. SUBDIVIDER shall file with the City Clerk, prior to the commencement of any work to be performed within the area delineated on the Map, a written statement signed by SUBDIVIDER, and each public utility corporation involved, to the effect that SUBDIVIDER has made all deposits legally required by such public utility corporation for the connection of any and all public utilities to be supplied by such public utility corporation within the subdivision.

7. Permits; Compliance with Law. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices, and pay all fees and taxes required by law.

8. Superintendence by SUBDIVIDER. SUBDIVIDER shall

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give personal superintendence to the work on said improvement, or have a competent foreman or superintendent, satisfactory to the City Engineer, present at the work site at all times during construction, with authority to act for SUBDIVIDER.

9. Inspection by CITY. SUBDIVIDER shall at all times maintain proper facilities, and provide safe access for inspection by CITY personnel to all parts of the work and to the shops wherein the work is in preparation.

10. Site Maintenance; Deposits. At all times during the construction period, SUBDIVIDER shall: (a) take all reasonable measures to control dust originating on the project site; (b) take all necessary action to control erosion on the site so that eroded soil or silt will not be carried by storm water onto adjacent lands or into the municipal storm sewer system; and (3) otherwise maintain the site so as not to cause any nuisance, disturbance, or damage to other persons, or to the property of other persons, within or without the subdivision. Upon the execution of this agreement, SUBDIVIDER shall pay to CITY the sum of \$5,000.00 as a deposit to insure compliance with this requirement. If at any time the City Engineer, in his sole judgment, finds that such measures have not been taken, or that measures taken are incomplete or inadequate, he shall so notify SUBDIVIDER, either verbally or in writing, and SUBDIVIDER shall forthwith take corrective action as directed by the City Engineer. Upon the failure of SUBDIVIDER to take, and thereafter diligently pursue, such

corrective action as specified in said notice, CITY may have the necessary work performed at SUBDIVIDER's expense and may utilize the funds deposited hereunder by SUBDIVIDER for that purpose; all of the deposited funds not so utilized by CITY shall be refunded to SUBDIVIDER upon the completion of the improvements required by this agreement, and the acceptance of the same by CITY. Should the deposited funds be insufficient for the aforesaid purpose, SUBDIVIDER agrees to pay to CITY the amount of any such deficiency, on demand.

11. Excavation Permit. SUBDIVIDER shall obtain an excavation permit from the City Engineer before the commencement of any excavation in, on, or under the surface of any existing public street, lane, alley, sidewalk, or other public place. SUBDIVIDER further agrees to notify the City Engineer at least five (5) days in advance of the exact date and time when the proposed excavation is to commence.

12. Street Lighting. SUBDIVIDER agrees that it will, at its own expense, install street lighting facilities, including but not limited to electroliers and luminaires, in accordance with all laws, codes, rules and regulations of governmental authorities applicable to such work. Said facilities shall be dedicated to CITY immediately upon installation. Said installation shall include underground wiring circuits and electrical service equipment.

13. CATV Cable. SUBDIVIDER shall provide for the installation of an underground television cable within the

subdivision in accordance with applicable requirements of CITY's CATV ordinance and the franchise issued pursuant thereto.

14. Curb Marking of Utilities. SUBDIVIDER shall cause the location of water and sewer laterals serving each parcel within the subdivision to be marked with an identifying letter (e.g., "S" for sewer), said letter to be impressed on the concrete curb face above the exact location of the line to which it refers.

15. Landscaping; Trees. Except as hereinafter in this paragraph otherwise provided, landscaping shall be installed and paid for by SUBDIVIDER in accordance with a landscape plan prepared by SUBDIVIDER and approved by CITY. Upon the execution of this agreement SUBDIVIDER shall pay to CITY the sum of \$300.00 for each street tree shown on the approved landscape plan, in consideration of which CITY agrees that it will, when the subdivision has been completely built out, purchase and install all of the street trees shown on the approved landscape plan. Provided, however, that SUBDIVIDER may, at its election and at its own expense, install some or all of said street trees according to said plan during the course of development of the subdivision, in which event CITY shall purchase and install only those trees shown on said plan which, at the time the subdivision is fully developed, have not been installed by SUBDIVIDER. When the subdivision has been completely developed CITY shall refund to SUBDIVIDER the

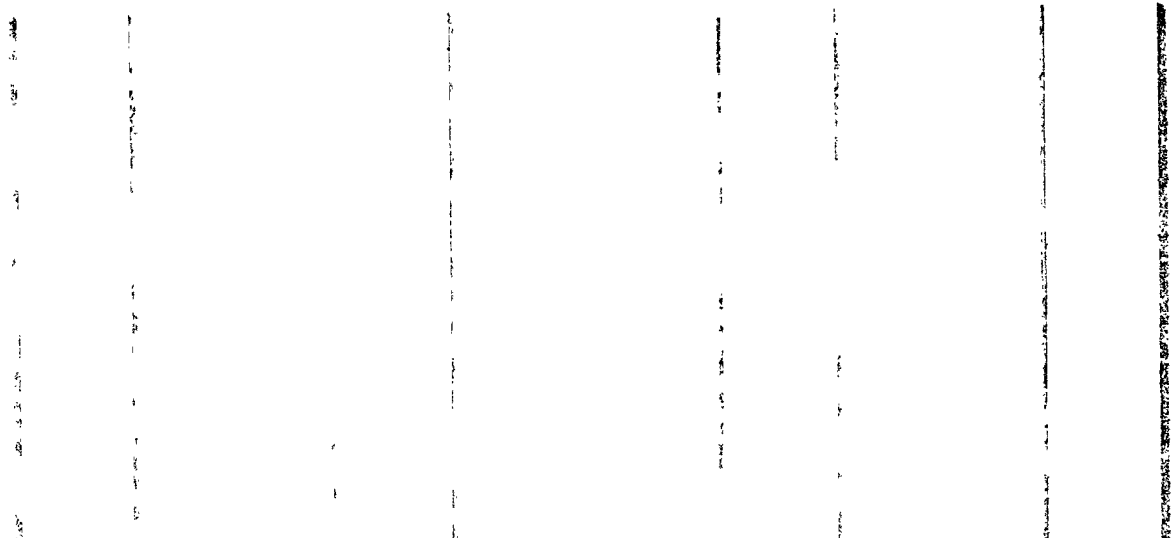
sum of \$300.00 for each tree installed by SUBDIVIDER, less ten percent (10%) to cover CITY's administrative costs. Until the subdivision is fully developed, SUBDIVIDER will at its own expense care for and maintain the street trees it has installed in the subdivision; after the subdivision is fully developed and all of the subdivision improvements called for by this agreement have been accepted by CITY, CITY will take over the maintenance of all street trees within the subdivision.

16. Waterline Installation; Partial Reimbursement.

The City Engineer has determined that in order to provide adequate fire flow to the subdivision and to other proposed and anticipated future developments in the vicinity, including but not limited to the proposed mobilehome park located at Metz Road and Rubion Drive, it will be necessary to install a 10" water main, with valves and other appurtenances, along Metz Road from Walker Drive to Rubion Drive. SUBDIVIDER agrees that it will, at its own expense, install said water main and appurtenances in Metz Road and will also install all necessary connecting lines and appurtenances between said 10" water main and the subdivision in accordance with plans and specifications prepared by SUBDIVIDER and approved by the City Engineer.

17. Grading and Drainage Plan. A grading and

drainage plan, including an underground drainage system, shall be submitted by SUBDIVIDER and approved by the City Engineer



prior to recordation of the final map of the subdivision. Said plan likewise shall be submitted to and approved by the Monterey County Flood Control & Water Conservation District prior to recordation of the final map. All grading of lots shall be done in accordance with said approved plan. Any slope with a vertical height of two feet or more shall be planted with erosion-resistant ground cover, of a variety approved by the City Engineer and the Planning Director of CITY.

18. Undergrounding of Utilities. All gas, electric, telephone, and cable television utilities shall be placed underground, both within the subdivision and within the 60' street right of way between Vosti Avenue and the southwesterly boundary of the subdivision.

19. Improvements to Rubion Drive. The westerly one-half of Rubion Drive between Metz Road and the northerly boundary of the subdivision is now fully improved, but the easterly one-half of said street at that location remains unimproved. SUBDIVIDER agrees that it will, at its own expense, install the following street improvements on the easterly one-half of said street in accordance with the requirements of Condition No. 8 of Conditional Use Permit No. 88-08, set forth above, and the terms and conditions of this agreement:

- (1) paving to full street width;
- (2) installation of drainage facilities;

- (3) installation of curb, gutter and sidewalk;
- (4) installation of paving and improvements to the bridge crossing and approaches to the same (including walkways with guardrails, fencing, or other devices sufficient to provide protection from vehicular traffic) as determined to be necessary by the City Engineer and the Monterey County Flood Control & Water Conservation District;
- (5) installation of street lighting to CITY requirements;
- (6) installation of fire hydrants to CITY requirements; and
- (7) installation of street trees at 40-foot intervals in accordance with the provisions of Paragraph 15 above.

All such work shall be done to city standards and according to plans and specifications prepared by SUBDIVIDER and approved by the City Engineer and, where applicable, by the Monterey County Flood Control & Water Conservation District.

20. Street Dedication. Prior to recordation of the final map of the subdivision, SUBDIVIDER shall obtain a conveyance or conveyances in recordable form satisfactory to the City Attorney of CITY, dedicating as a public street the 60-foot right of way between Vosti Avenue and the southwesterly boundary of the subdivision; also any other conveyances that, in the sole judgment of the CITY, may be

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needed to acquire land for street purposes in connection with this subdivision.

21. Fencing. SUBDIVIDER shall, at its own expense, install perimeter fencing along the exterior boundaries of the subdivision, of a design and materials approved by the Planning Director of CITY; also six foot high redwood fencing along the side yard property lines within the subdivision, extending to a point twenty feet distant from the front property line.

22. Street and Traffic Control Signs. SUBDIVIDER shall, at its own expense, install street signs at all street intersections within the subdivision, which shall conform to CITY requirements. SUBDIVIDER shall also, at its own expense, install traffic control signs within the subdivision as designated by the City Engineer and the Chief of Police, which shall conform to the requirements of CITY and of the State Vehicle Code.

23. Fire Hydrants. SUBDIVIDER shall, at its own expense, install fire hydrants throughout the subdivision at locations approved by the City Engineer, not more than 300 feet apart.

24. Contract Security. Concurrently with the execution of this agreement SUBDIVIDER shall furnish to CITY:

(a) A surety bond in an amount equal to at least one hundred percent (100%) of the estimated cost of construction of all improvements to be

installed pursuant to this agreement, as determined by the City Engineer, as security for the faithful performance of SUBDIVIDER's obligations under this agreement.

(b) A surety bond in an amount equal to at least fifty percent (50%) of the estimated cost of construction of all improvements to be installed pursuant to this agreement, as determined by the City Engineer, as security for the payment of all persons performing labor and furnishing materials in connection with the construction of said improvements.

The surety bonds furnished under the provisions of this paragraph shall be in the form prescribed by Sections 66499.1 and 66499.2, respectively, of the Government Code. With the approval of the City Attorney, an alternate form of security as prescribed by Section 66499 of the Government Code may be substituted for one or more of the surety bonds required under the foregoing provisions of this paragraph.

25. Hold-Harmless Agreement. SUBDIVIDER hereby agrees to, and shall, hold CITY, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from SUBDIVIDER's or from SUBDIVIDER's contractors', subcontractors', agents', or

employees' operations under this agreement, whether such operations be by SUBDIVIDER or by any of SUBDIVIDER's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER's contractors or subcontractors. SUBDIVIDER agrees to, and shall, defend CITY and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

(a) That CITY does not, and shall not, waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold-harmless agreement, or because of the acceptance of CITY, or the deposit with CITY by SUBDIVIDER, of any of the insurance policies described in paragraph 26 hereof.

(b) That the aforesaid hold-harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined

to be applicable to any of such damages or claims for damages.

26. Subdivider's Insurance. SUBDIVIDER shall not commence work under this agreement until SUBDIVIDER shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form, amount and carrier, nor shall SUBDIVIDER allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

(a) Compensation Insurance. SUBDIVIDER shall maintain during the life of this agreement Worker's Compensation Insurance for all SUBDIVIDER's employees employed at the site of improvement, and in case any work is sublet, SUBDIVIDER shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractor's or subcontractor's employees unless such employees are covered by the protection afforded by SUBDIVIDER. In case any class of employees is engaged in work under this agreement at the site of the project is not protected under any Worker's Compensation Law, SUBDIVIDER shall provide, and

shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. SUBDIVIDER hereby indemnifies CITY for any damage resulting to it from failure of either SUBDIVIDER or any contractor or subcontractor to take out or maintain such insurance.

(b) Public Liability and Property Damage Insurance. SUBDIVIDER shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall insure CITY, its elective and appointive boards, commissions, officers, agents and employees, SUBDIVIDER and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from SUBDIVIDER's or any contractor's or subcontractor's operations hereunder, whether such operations be by SUBDIVIDER or any contractor or subcontractor, or by anyone directly or indirectly employed by either SUBDIVIDER or any contractor or subcontractor, and the amounts of such insurance shall be as follows:

(1) Public Liability Insurance. In an amount not less than One Million Dollars

(\$1,000,000.00) for injuries, including but not limited to, death, to any one person and, subject to the same limit for each person, in an amount not less than Three Million Dollars (\$3,000,000.00) on account of any one occurrence.

(2) Property Damage Insurance. In an amount of not less than One Hundred Thousand Dollars (\$100,000.00) for damage to the property of any one person and, subject to the same limit for each person, in an amount not less than One Hundred Thousand Dollars (\$100,000.00) on account of one occurrence.

(c) Contractual Liability Insurance. SUBDIVIDER shall take out and maintain during the life of this agreement an insurance policy in the amount of at least Five Hundred Thousand Dollars (\$500,000.00), insuring CITY, its elective and appointive boards, commissions, officers, agents and employees, SUBDIVIDER and any contractor or subcontractor performing work covered by this agreement against damages sustained by reason of any action or actions at law or in equity, and/or any claims or demands by reason of any breach or alleged breach of contract, or provision thereof, or by reason of any contractual liability or alleged

contractual liability on any contract, entered into by SUBDIVIDER and/or any of SUBDIVIDER's contractors, subcontractors, agents and/or employees.

In the event that any of the aforesaid insurance policies provided for in this paragraph 26 insures any entity, person, board, or commission other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy CITY, its elective and appointive boards, commissions, officers, agents and employees, SUBDIVIDER and any contractor or subcontractor performing work covered by this agreement.

27. Evidence of Insurance. Concurrently with the execution of this agreement SUBDIVIDER shall furnish CITY with satisfactory evidence of the insurance required, and evidence that each carrier is required to give CITY at least ten (10) days' prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement.

28. Title to Improvements. Title to, and ownership of, all improvements constructed hereunder by SUBDIVIDER shall vest absolutely in CITY, upon completion and acceptance of such improvements by CITY. Such acceptance shall not constitute a waiver of defects by CITY.

29. Repair or Reconstruction of Defective Work. If, within a period of one year after final acceptance of the

work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by SUBDIVIDER, or any of the work done under this agreement, fails to fulfill any of the requirements of this agreement or the specifications referred to herein, SUBDIVIDER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective part or parts of the work or structure. Should SUBDIVIDER fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER shall pay to CITY the actual cost of such repairs plus fifteen percent (15%).

30. SUBDIVIDER Not Agent of CITY. Neither SUBDIVIDER nor any of SUBDIVIDER's agents or contractors are or shall be considered to be agents of CITY in connection with the performance of SUBDIVIDER's obligations under this agreement.

31. Reimbursement of Engineering, Inspection, Administrative and Legal Expenses. SUBDIVIDER agrees to reimburse CITY for all engineering, inspection, administrative and legal expenses incurred or to be incurred by CITY in connection with said subdivision. SUBDIVIDER shall deposit with CITY the sum of Thirty-five Thousand Dollars (\$35,000.00)

upon the execution of this agreement, it being understood and agreed that any portion of said deposit in excess of the actual amount of said expenses will be returned to SUBDIVIDER by CITY when all of SUBDIVIDER's obligations under this agreement have been fully performed. If at any time it appears to the City Manager of CITY that the amount so deposited will not be sufficient to cover said expenses, SUBDIVIDER shall, within ten (10) days after written request from CITY, make an additional deposit of funds in an amount determined by the City Manager to be sufficient to make up the deficiency; should SUBDIVIDER fail to do so, it shall be the responsibility of SUBDIVIDER's surety to make such additional deposit.

32. Maintenance of Improvements. All areas within the subdivision which CITY accepts for dedication, except as hereinabove in this agreement otherwise specifically provided, shall be maintained by CITY at CITY expense.

33. Notice of Breach and Default. If SUBDIVIDER refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the SUBDIVIDER should be adjudged a bankrupt, or SUBDIVIDER should make a general assignment for the benefit of SUBDIVIDER's creditors, or if a receiver should be appointed in the event of SUBDIVIDER's insolvency, or if

SUBDIVIDER, or any of SUBDIVIDER's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, City Engineer or City Council may serve written notice upon SUBDIVIDER and SUBDIVIDER's surety of the breach of this agreement, or of any portion thereof, and the default of SUBDIVIDER.

34. Breach of Agreement; Performance by Surety or CITY. In the event of any such notice, SUBDIVIDER's surety shall have the duty to take over and complete the work and the improvements herein specified; provided, however, that if the surety, within five (5) days after the serving upon it of such notice of breach, does not give CITY written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to CITY of such election, CITY may take over the work and prosecute the same to completion, by contractor or any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to SUBDIVIDER as may be on the site of the work and necessary therefor. The failure of CITY to take enforcement action with respect to a default by SUBDIVIDER, or to declare a breach, shall not be construed as a waiver of that default

or breach, or of any subsequent default or breach of  
SUBDIVIDER.

35. Notices. All notices hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid. Notices to CITY shall be addressed as follows:

City of Soledad  
P. O. Box 156  
Soledad, California 93960

The address for notices to be sent to SUBDIVIDER hereunder shall be as shown below SUBDIVIDER's signature to this agreement. Notices to any surety furnishing a surety bond or other form of security under the provisions of paragraph 25 above shall be addressed to the surety, or the agent or representative of the surety, as shown on the surety bond or other form of security provided to CITY; but if no such address is shown, then such notice may be addressed and mailed to the surety in care of the SUBDIVIDER. Any party hereto or the surety may change such address by notice in writing to the other party to this agreement and thereafter notices shall be addressed and transmitted to the new address.

36. Successors and Assigns. This agreement, and all of the provisions hereof, shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have executed

this agreement this 9<sup>th</sup> day of May, 1989.

CITY:

CITY OF SOLEDAD, a  
municipal corporation,

By Richard Cortez  
Mayor

ATTEST:

Jane J. Lederer  
City Clerk

SUBDIVIDER:

DAVIDSON, KAVANAGH & BREZZO,  
a partnership,

By John N. Brezzo  
John N. Brezzo, Partner

By \_\_\_\_\_

Address: 255 W. Julian St., Suite 200  
San Jose, CA 95110

PARTNERSHIP ACKNOWLEDGMENT

NO 203

State of CALIFORNIA  
County of SANTA CLARA

SS.

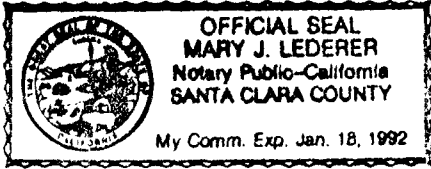
On this the 8th day of AUGUST, 1989, before me

Mary J. Lederer

the undersigned Notary Public personally appeared

John N. Brezzo

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument on behalf of the  
partnership, and acknowledged to me that he partnership executed it  
WITNESS my hand and official seal



Mary J. Lederer  
Notary's Signature