

RESCINDED BY

Reso. # 1921

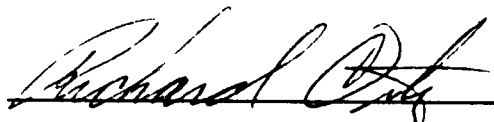
RESOLUTION NO. 1908

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
DAVIDSON, KAVANAGH & BREZZO AND WITH JOHN W.
QUINN, ET AL, FOR THE CONSTRUCTION OF
IMPROVEMENTS TO RUBION DRIVE AND
THE INSTALLATION OF A 10" WATER
MAIN ALONG METZ ROAD BETWEEN
WALKER DRIVE AND RUBION
DRIVE

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, and with JOHN W. QUINN, et al, an Agreement
providing for the construction of improvements to Rubion Drive
and for the installation of a new 10" water main along Metz Road
between Walker Drive and Rubion Drive in the City of Soledad, in
the form of the document hereunto attached, marked "Exhibit A,"
and incorporated herein by reference.

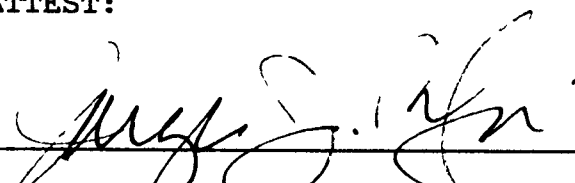
PASSED AND ADOPTED by the City Council of the City of
Soledad at a regular meeting duly held on the 16th day of May,
1989, by the following vote:

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

THIS AGREEMENT is made as of the 2nd day of May, 1989, by and between:

DAVIDSON, KAVANAGH & BREZZO, a general partnership, herein called First Party;

JOHN W. QUINN and MARY QUINN, husband and wife, and RICHARD J. GARCIA and LUCIA F. GARCIA, husband and wife, herein collectively called Second Parties; and

CITY OF SOLEDAD, a municipal corporation of the State of California, herein called CITY.

RECITALS:

A. First Party is the owner in fee of a parcel of land situated in the City of Soledad, Monterey County, California, particularly described in "Exhibit A," hereunto attached and incorporated herein by reference. First Party is developing a residential subdivision thereon, known and designated as "Villa Oaks Subdivision," pursuant to Conditional Use Permit ("CUP") No. 88-08, issued to it by CITY. Condition No. 8 of said CUP provides as follows:

8. Rubion Drive north of the property to Metz Road shall be improved to its full width, including drainage, and curb and gutter on the east side. The bridge crossing and approach shall be paved and improved as determined to be necessary by the City Engineer and Monterey County Water Conservation and Flood Control District.

THREE PARTY AGREEMENT - FINAL MAP

VILLA OAKS SUBDIVISION SS:88-01
Davidson, Kavanagh & Brezzo

B. Second Parties are the owners in fee of a parcel of land situated in the City of Soledad, Monterey County, California, particularly described in "Exhibit B," hereunto attached and incorporated herein by reference. Second Parties are developing a mobilehome park thereon, known and designated as "Greenleaf Estates Mobilehome Park," pursuant to CUP No. 86-20 issued to them by CITY. Condition No. 3 of said CUP provides as follows:

3. The Developer shall enter into a contract with the City, in a form acceptable to City, requiring the Developer to install street improvements on the undeveloped portion of the east side of Rubion Drive to the bridge that crosses the flood diversion channel (curb, gutter, sidewalk, street trees, street light) and to warranty the work for the period of one year; said obligation to be secured by a surety bond or other security acceptable to City.

C. It now appears that work of construction on Villa Oaks Subdivision will commence prior to the start of construction of Greenleaf Estates Mobilehome Park. It is therefore proposed that First Party install all of the improvements to Rubion Drive required by Condition No. 8 of CUP No. 88-08, and that in consideration thereof Second Parties reimburse First Party for one-half of the cost of the improvements to said street required by Condition No. 3 of CUP No. 86-20.

AGREEMENT:

It is therefore mutually agreed by and between the respective parties to this agreement, as follows:

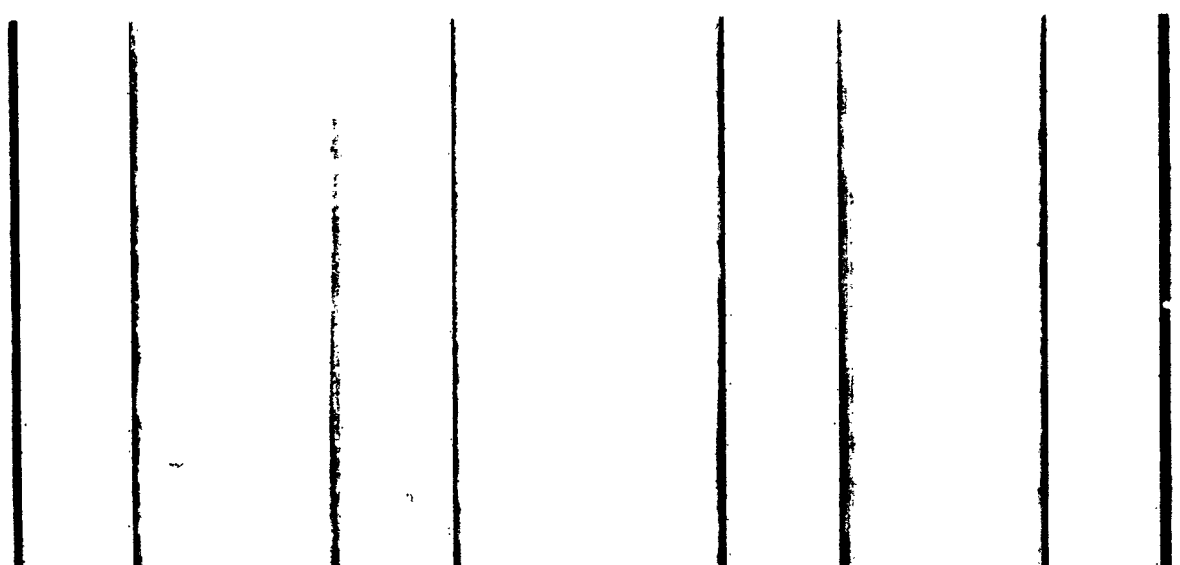
1. First Party agrees that it will, at its own

expense, install the following street improvements on the easterly one-half of Rubion Drive in accordance with the requirements of Condition No. 8 of CUP No. 88-08, set forth in Recital A above, and the terms and conditions of this agreement:

- (a) paving to full street width;
- (b) installation of drainage facilities;
- (c) installation of curb, gutter and sidewalk;
- (d) 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 of CITY and the Monterey County Flood Control and Water Conservation District;
- (e) installation of street lighting to CITY requirements;
- (f) installation of fire hydrants to CITY requirements; and
- (g) installation of street trees at 40-foot intervals in accordance with CITY requirements.

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

2. In consideration of the performance of said work



by First Party, Second Parties agree that when all of the work has been completed and accepted by CITY, they will reimburse First Party in an amount equal to one-half (½) of the total cost of the work insofar, and only insofar, as said cost relates to the installation of the following improvements as required by Condition No. 3 of CUP No. 86-20:

- (a) paving to full street width;
- (b) installation of drainage facilities;
- (c) installation of curb, gutter and sidewalk;
- (d) installation of street lighting to CITY requirements;
- (e) installation of fire hydrants to CITY requirements; and
- (f) installation of street trees at 40-foot intervals in accordance with CITY requirements.

Upon completion of the improvements specified in this Paragraph 2, First Party shall submit to Second Parties verifiable documentation of the actual costs incurred by First Party which are subject to reimbursement, as hereinabove in this paragraph provided. The costs subject to reimbursement shall include only direct costs of the design and construction of said improvements, excluding any charges for overhead, interest, administration, or other indirect expenses. Payment shall be due within ten (10) days after receipt by Second Parties of said documentation.

3. CITY agrees that the performance of all of the

obligations of First Party under the provisions of Paragraph 1 above, and the performance of all of the obligations of Second Parties under the provisions of Paragraph 2 above, shall satisfy both Condition No. 8 of CUP No. 88-08 and Condition No. 3 of CUP No. 86-20.

4. This agreement shall be binding upon, and shall inure to the benefit of, the legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have executed this agreement as of the day and year first hereinabove written.

CITY OF SOLEDAD, a municipal corporation,

By _____
Mayor

ATTEST:

City Clerk

DAVIDSON, KAVANAGH & BREZZO, a general partnership,

By _____
Partner

By _____
Partner

John W. Quinn

Mary Quinn

Richard J. Garcia

Lucia F. Garcia

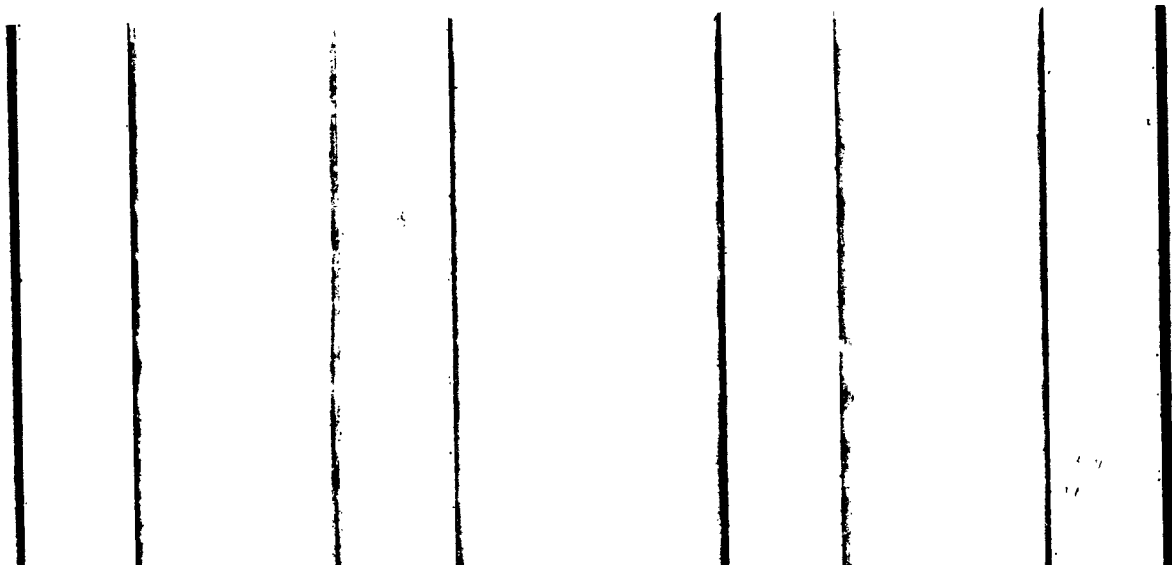


EXHIBIT A

DESCRIPTION

REEL 2303 PAGE 348

PARCEL I:

Being a part of that certain 11.24 acre tract of land conveyed from Innocents Vosti to J. Wm. Francioni, et ux, by deed dated November 24, 1934, and recorded in Volume 418 of Official Records, at Page 186, Monterey County Records, and being also a part of that certain 5.00 acre tract of land conveyed also from Innocents Vosti to John William Francioni, et ux, by deed dated July 26, 1926, recorded in Volume 103 Official Records, at Page 153, Monterey County Records, and being also a part of that certain 10 acre tract of land conveyed from Nettie T. Baker, et al, to J. Williams Francioni, et ux, by deed dated December 7, 1933, recorded in Volume 376, Official Records, at Page 434, Monterey County Records, said part being particularly described as follows, to-wit:

Beginning at the most southerly corner of said 11.24 acre tract of land and running thence along the easterly boundary thereof.

(1) N. 1 degrees 25' E., 443.6 feet to a 2" diameter steel bar standing at the northeast corner of said 11.24 acre tract of land, said corner being also the southwest corner of said 10 acre tract of land; thence leave said boundary and running along the southerly boundary of said 10 acre tract of land.

(2) S. 76 degrees 29' E., 61.36 feet to a 1" diameter iron pipe; thence leave last mentioned boundary and running parallel to and 60 feet easterly (measured at a right angle) from the boundary common to said 10 acre tract of land and said 5.00 acre tract of land

(3) N 1 degrees 25' E., 287.4 feet to a 1-1/4" diameter iron pipe; thence

(4) N. 76 degrees 46-3/4' W., 966.65 feet, at 61.36 feet intersect said common boundary 966.65 feet to a 1-1/2" diameter iron pipe standing in the Westerly boundary of said 11.24 acre tract of land; thence along last mentioned boundary

(5) S. 12 degrees 21' W., 183.93 feet to a steel bar standing at the southwest corner of said 11.24 acre tract of land; said corner being also in the Northeasterly line of that certain tract of land conveyed by Innocents Vosti to Theodore N. Jones, et ux, by deed dated March 8, 1940, and recorded March 9, 1940, in Volume 655 Official Records of Monterey County, at Page 249, thence along the Southwesterly boundary of said 11.24 acre,

(6) S. 49 degrees 59' E., 1178.6 feet to the place of beginning.

EXCEPTING THEREFROM:

That certain real property situated in the Rancho San Vicente, County of Monterey, State of California, described as follows:

A portion of land being a portion of that certain 10.032 more or less acres of land conveyed from John F. Cacas, Jr. and Mary Cacas to Tony Guzman and Mary V. Guzman, his wife, by deed dated February 7, 1964 and recorded February 10, 1964, Reel 284, Page 47, Records of Monterey County, said portion of land being particularly described as follows, to-wit:

Beginning on a point on the Easterly boundary of said 10.032 more or less acres of land said point bears N. 00 dg 30' 00" E., (recorded as N. 1 degrees 25' E.) 215.33 feet from the most Southeasterly corner of said 10.032 more or less, acres of land, thence from said point of beginning:

On the arc of a circular curve to the left, with a radius of 150 feet, for an arc distance of 80.28 feet; thence

S. 77 degrees 34' 02" E., 21.44 feet; thence

S. 0 degrees 30' 00" W., 72.07 feet to the point of beginning.

A.P. NO. 022-191-27

PARCEL II:

Together with a right of way appurtenant for all purposes of a Road over, upon and across a strip of land 60 feet wide lying along, contiguous to and Westerly from the following described line: Beginning at a 1 1/2" diameter iron pipe standing at the most



DESCRIPTION

Northeasterly corner of the hereinabove described 10.032 acre tract of land running thence parallel to and 60 feet Easterly (measured of a right angle) from the Westerly boundary of said 10 acre tract of land, N. 1 degree 25' E., 449.6 feet to a 1/2" Diameter pipe standing in the boundary common to said 10 acre tract of land and the county Roadleading from Soledad to Metz. Courses all true.

PARCEL III:

A right of way for sewer purposes, over, upon and across a strip of land 10 feet wide lying along, contiguous to and Northeasterly from the Southwesterly boundary of Parcel "5" as described in deed from John Glessner to John Glessner, et al, dated November 19, 1975 and recorded in Reel 1021, of Official Records, at Page 3, Records of Monterey County, lying in the Rancho San Vicente, in the City of Soledad, California.

PARCEL IV:

A portion of that certain 638.361 more or less, acres tract of land conveyed by D. Bradburn, as Trustee under the Nettie Doud Baker Trusts to Paul Masson, Inc., dated October 4, 1968 and recorded November 1, 1968 in Reel 579, Page 476, Records of Monterey County, said portion more particularly described as follows, to wit:

Beginning at a point on the Westerly line of said 638.361 more or less acres tract of land, said point bears S. 0 degrees 30' 0 W., 243.947 feet from the most Northwesterly corner of said 638.361 more or less acres of land, thence from said point of beginning.

on a arc of a circular curve to the right, with a radius of 250.00 feet, for an arc distance of 90.984 feet; thence

N. 21 degrees 21' 8" E., 94.96 thence; thence

On an arc of a circular curve to the left with a radius of 150.00 feet, for an arc distance of 54.414; thence

N 77 degrees 16' 30" W., 61.393 feet to a point; thence

S. 0 degrees 30' 00" W., 243.947 feet to the point of beginning.

A.P. NO. 022-191-28

END OF DOCUMENT

EXHIBIT B

That portion of lot one of the subdivision of the Rancho San Vicente in Monterey County, State of California, as subdivided by Charles T. Healy in October and November 1883, and being a part of that certain 10 acre tract conveyed by Nettie T. Baker and Eva M. Hickox to J. William Franscioni and Florence Franscioni by deed dated December 7, 1933 recorded December 7, 1933 in volume 376 of official records at page 434, therein, Monterey County records, California, described as follows:

Commencing at a steel bar standing at the northeast corner of the said Franscioni 10 acre tract, on the southern side of the road leading from Soledad to Metz, and running thence along the southern side of said road, and the northern side of the said 10 acre tract, toward Soledad.

(1) N. 77 degrees 54' W., 548.08 feet to an iron pipe and from which the northwest corner of said 10 acre tract bears N. 77 degrees, 54' W. 61.36 feet distant; thence leaving the southern side of said road, and running parallel to and distant 60 feet from measure at a right angle from the west side of the side Franscioni 10 acre tract, and from the line between lots 1 and 2 of said Rancho.

(2) South, 731 feet to a pipe standing in the southern boundary of the said Franscioni 10 acre tract, and from which a steel bar standing at the southwest corner of the said Franscioni 10 acre tract bears N. 77 degrees, 54' W., 61.36 feet distant; thence along the southern side of said 10 acre tract.

(3) S. 77 degrees, 54' E., 548.08 feet to a steel bar standing at the southeast corner of said 10 acre tract; and thence along the east side of said 10 acre tract.

(4) North 731 feet to the place of beginning.

Excepting therefrom that real property described in that deed to Monterey County Flood Control and Water Conservation District, a body corporate and politic. Recorded September 28, 1972 in Reel 800, Page 552, Official Records, Monterey County California.

