

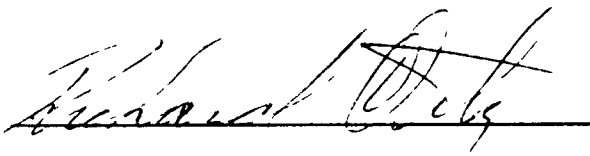
RESOLUTION NO. 1921

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 City Clerk be, and they are hereby, authorized and directed to execute with DAVIDSON, KAVANAGH & BREZZO, a general partnership, and with JOHN W. QUINN, etal, 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 No. 1" and incorporated herein by reference.

This Resolution supersedes and revokes Resolution No. 1908, adopted by the City Council of the City of Soledad duly held on the 28th day of June, 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 17 day of June, 1989, by and between DAVIDSON, KAVANAGH & BREZZO, a general partnership (herein called "First Party"), JOHN W. QUINN and MARY QUINN, husband and wife (herein collectively called "Second Parties") and the 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.

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," 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.

D. The City Engineer of City has determined that in order to provide adequate fire flow to Villa Oaks Subdivision and to Greenleaf Estates mobilehome

park, as well as to other anticipated future developments in the vicinity, it will be necessary to install a 10" water main, with valves, hydrants, and other appurtenances, along Metz Road from Walker Drive to Rubion Drive. It is therefore proposed that First Party install said water line and appurtenances to City requirements and specifications in order to provide adequate fire flow to those projects and to future developments in the vicinity, and that in consideration thereof Second Parties reimburse First Party for their proportionate share of the cost of installing said 10" water main. It is further proposed that City take steps to provide partial reimbursement to First Party and to Second Parties, as their respective interests appear, by future developers of property in the vicinity whose properties will benefit from said improvement, pursuant to the provisions of Sections 66485, 66486, 66487 of the California Government Code.

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 prior to issuance of a grading permit for the Greenleaf Estates mobilehome park, Second Parties or the then owners of the Greenleaf Estates project if it has been sold, will reimburse First Party in an amount equal to one-half ($\frac{1}{2}$) 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 construction of said improvements, excluding any charges for interest, overhead, administration, (other than overhead or administration charges of the prime contractor performing the work which are included in the contract price), or other indirect expenses.

3. First Party agrees that it will, at its own expense, install a 10" water main, with valves, hydrants, and other appurtenances, along Metz Road from Walker Drive to Rubion Drive, said work to be done to City standards and requirements according to plans and specifications prepared by First Party and approved by the City Engineer of City.

4. In consideration of the installation of said water main by First Party, Second Parties agree that prior to issuance of a grading permit for the Greenleaf Estates mobilehome park, Second Parties or the then owners of the Greenleaf Estates project if it has been sold, will reimburse First Party in an amount equal to 78/131 (59.54%) of the total cost of said work. At the time of completion 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 construction of said improvements, excluding any charges for interest, overhead or administration (other than overhead or administration charges of the prime contractor performing the work which are included in the contract price), or other indirect expense.

5. Upon the completion of said 10" water main on Metz Road, City will have it tested by or under the supervision of the City Engineer to determine the amount of fire flow provided at the intersection of Metz Road and Rubion Drive. If as a result of such testing the City Engineer finds and determines that the installation of the new 10" water main along Metz Road provided for in Paragraphs 3 and 4 above, when combined with a fire protection system within Greenleaf Estates mobilehome park installed and maintained in accordance with the requirements of Items "o," "p," and "q" of Condition No. 2 of CUP No. 86-20, will provide adequate fire flow to the park without the necessity of installing sprinklers in individual mobile home units within the park, City hereby agrees to waive the sprinkler requirement contained in Item "n" of said Condition No. 2. The determination of the City Engineer in this regard shall be final and binding upon all parties concerned. Provided, that such waiver is conditional upon Second Parties participation in the financing of said water main project in accordance with the provisions of Paragraph 4 above.

6. In consideration of the construction of said 10" water main in Metz Road by First Party, as provided in Paragraph 3 above, City agrees that if said project is financed by First Party alone without any contribution by Second Parties, it will institute and carry out proceedings under Sections 66485, 66486 and 66487 of the California Government Code to provide partial reimbursement to First Party for that portion of the cost of construction of said water main, including interest, that is in excess of the construction required to provide adequate fire flow to Villa Oaks Subdivision. However, if Second Parties pay to First Party their share of the cost of said construction specified in paragraph 4 above, City agrees that it will institute and carry out said statutory proceedings to provide partial reimbursement to First Party and to Second Parties, in proportion to their respective financial contributions to said project, for that portion of the cost of construction of said water main, including interest, that is in excess of the construction required to

provide adequate fire flow to Villa Oaks Subdivisions and to Greenleaf Estates mobilehome park.

7. City agrees that the full performance by First Party of its obligations under this agreement will satisfy all of the requirements of Condition No. 2 and Condition No. 8 of CUP No. 8-08.

8. City agrees that the full performance by Second Parties of their obligations under this agreement, and specifically their financial participation in the construction of the Rubion Drive improvements provided for in Paragraphs 1 and 2 above, will satisfy all of the requirements of Condition No. 3 of CUP No. 86-20.

9. This agreement 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 as of the day and year first hereinabove written.

CITY OF SOLEDAD, a municipal corporation

By: [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

DAVIDSON, KAVANAGH & BREZZO, a general partnership

By: [Signature]
Partner

By: [Signature]
Partner

[Signature]
JOHN W. QUINN

[Signature]
MARY QUINN

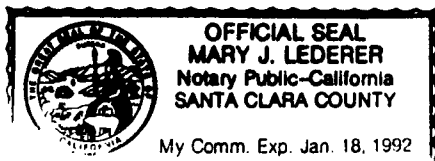
STATE OF CALIFORNIA)
(ss.
COUNTY OF MONTEREY)

On this _____ day of _____, 1989, before me, the undersigned, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as _____ of the CITY OF SOLEDAD, a municipal corporation of the State of California, and acknowledged to me that the CITY OF SOLEDAD, a municipal corporation, executed it.

Notary Public

STATE OF CALIFORNIA)
(ss.
COUNTY OF SANTA CLARA)

On this 11th day of July, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN N. BREZZO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument on behalf of the partnership and acknowledged to me that such partnership executed the same.

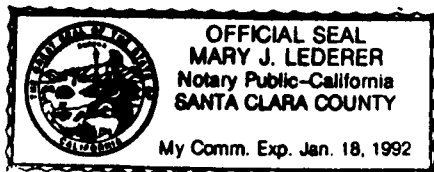


Mary J. Lederer

Notary Public

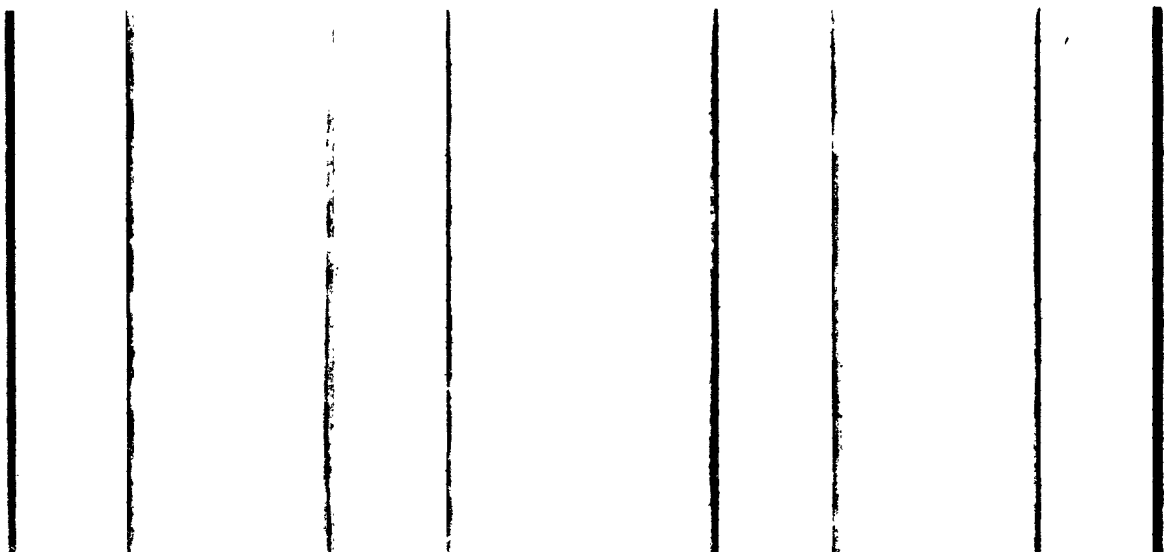
STATE OF CALIFORNIA)
(ss.
COUNTY OF SANTA CLARA)

On this 11th day of July, 1989, before me, the undersigned, a Notary Public, personally appeared JOHN W. QUINN and MARY QUINN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it.



Mary J. Lederer

Notary Public



PARCEL I:

Being a part of that certain 11.24 acre tract of land conveyed from Innocents Vosti to J. Wm. Franscioni, 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 Franscioni, 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 Franscioni, 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 Innocente 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.

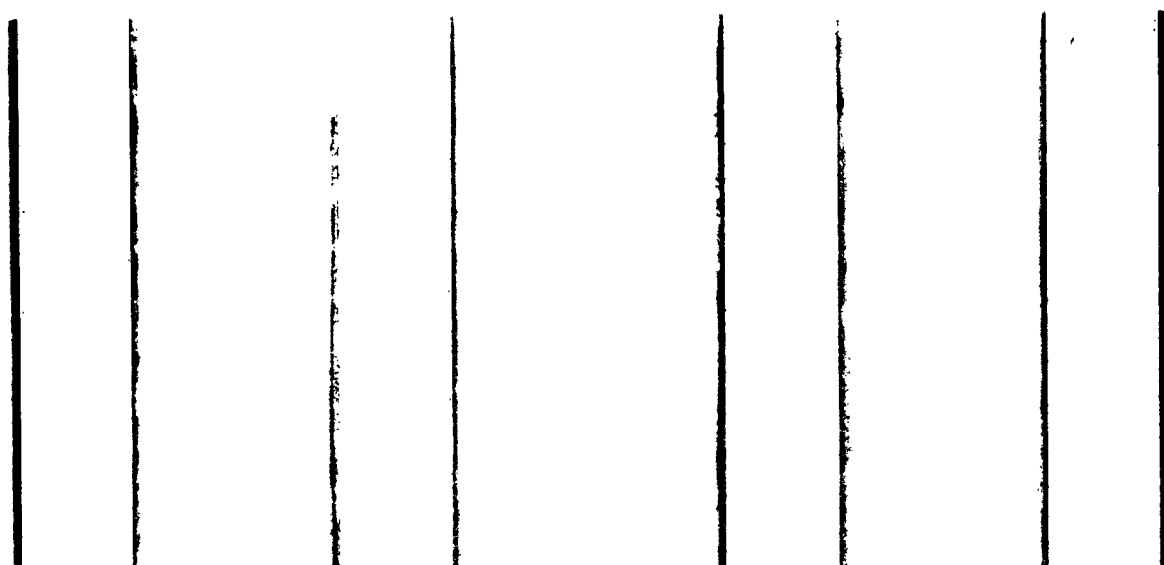
EXCEPTING THEREFROM:

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

EXHIBIT A



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 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 degrees 25' E., 443.6 feet to a 1/2" Diameter pipe standing in the boundary common to said 10 acre tract of land and the county Road leading 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, Californias.

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

EXHIBIT A

All that real property situate in the County of Monterey, State of California, described as follows:

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:

Commoncing 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, end 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.

Exhibit B