

RESOLUTION NO. 1928

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
 WHITNEY, MINEO AND CORTES

BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute with WHITNEY, MINEO and CORTES, a general partnership, an Agreement 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 26th day of July, 1989, by the following vote:

AYES, and those 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


 CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT

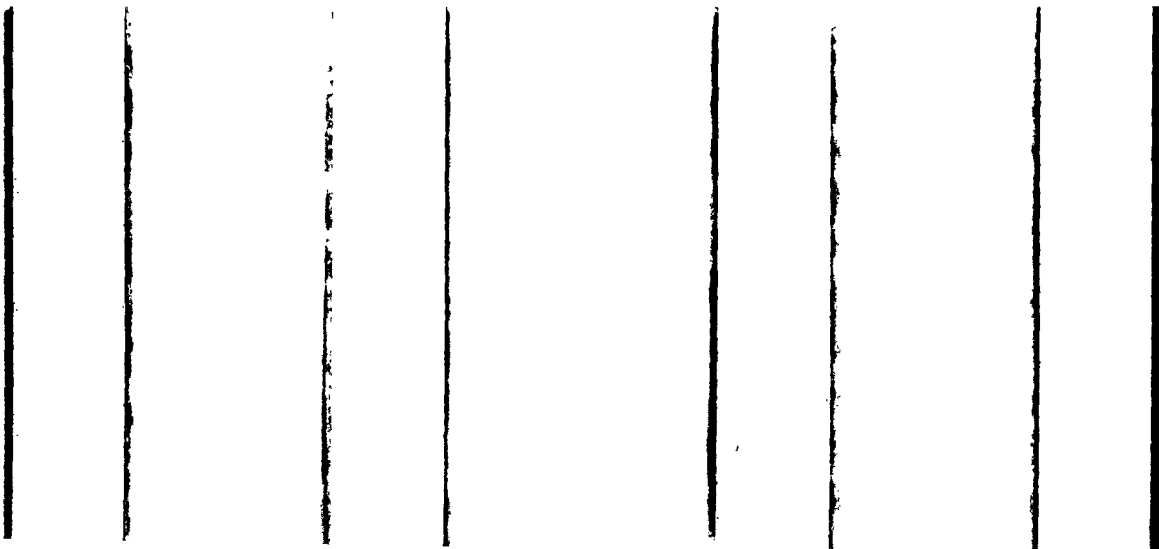
THIS AGREEMENT is made by and between the CITY OF SOLEDAD, a municipal corporation of the State of California, hereinafter called CITY, and WHITNEY, MINEO and CORTES, a general partnership, hereinafter called DEVELOPER.

RECITALS:

A. On December 23, 1988, CITY entered into a Development Agreement with ANDALUCIA, LTD., a California limited partnership, for the development of residential housing on a certain tract of land in the City of Soledad, Monterey County, California, therein particularly described, pursuant to Ordinance No. 476 adopted by the City Council of the City of Soledad on February 22, 1989. A certified copy of said Development Agreement was recorded in the office of the County Recorder on March 16, 1989, on Reel 2341, at Page 367, Official Records of Monterey County, California, and reference is hereby made to the same for further particulars.

B. DEVELOPER has acquired or is acquiring title to a portion of said tract of land from ANDALUCIA, LTD., together with all of the rights, privileges, duties and obligations of ANDALUCIA, LTD. under said Development Agreement, and proposes to develop the same for residential housing in accordance with the terms of said Development Agreement. Attached hereto and incorporated herein by reference is a copy of the proposed

Exhibit "A"



Tentative Map of the development, to be known and designated as Andalucia Subdivision, Phase III.

C. DEVELOPER has requested CITY to prezone said land for residential uses and to obtain approvals from the Monterey County Local Agency Formation Commission (LAFCO) for an amendment of the Sphere of Influence and for the annexation of said land to the City of Soledad. CITY has retained the services of EMC Planning Group, Inc., to assist in the proceedings before LAFCO and to prepare a Supplemental Environmental Impact Report (SEIR) for the project.

D. The purpose of this agreement is to provide reimbursement to CITY for its costs incurred and to be incurred in connection with the matters described in Recital C above.

AGREEMENT:

It is therefore mutually agreed by and between the parties hereto, as follows:

1. DEVELOPER hereby agrees to reimburse CITY, on demand, for all costs incurred and to be incurred by it in connection with the processing of the Tentative Map referred to in Recital C above, with the rezoning of the subject tract of land, with the processing of the applications to LAFCO described in said Recital C, and with the preparation of the SEIR for the project. Said costs include all direct and indirect expenses for services provided by CITY staff (administrative, engineering and legal), as well as all

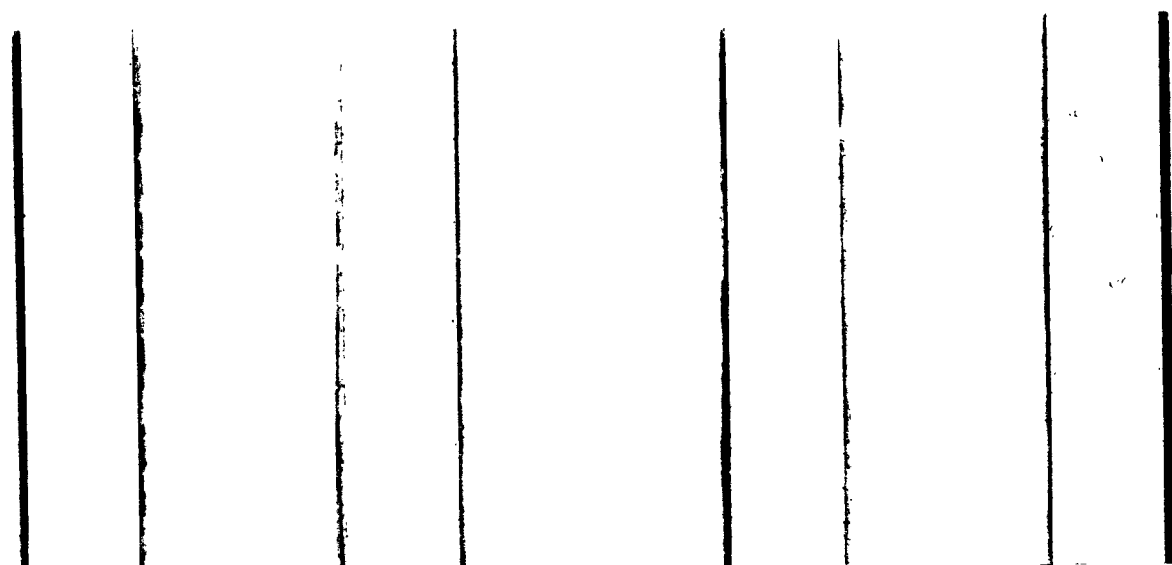
amounts paid to EMC for its services as described in Recital C above.

2. DEVELOPER has deposited with CITY the sum of \$16,439.00 to secure payment of its costs as set forth in Paragraph 1 above. Upon the execution of this Agreement DEVELOPER will deposit an additional \$11,000.00 to be used and applied by CITY in payment of said costs as the same are incurred. If at any time, in the judgment of the City Manager, it appears that the amount deposited will not be sufficient to cover all such costs, DEVELOPER will, on demand of the City Manager, make an additional deposit or deposits sufficient to cover the deficiency. CITY agrees that upon completion of the development it will refund to DEVELOPER all funds in excess of those needed to cover the costs actually incurred.

3. In the event legal action is commenced to enforce the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, to be fixed by the Court and made a part of any judgment entered therein.

4. This agreement, and all of the provisions hereof, shall be binding upon the heirs, legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have executed



this agreement this 26th day of July, 1989.

CITY

DEVELOPER

CITY OF SOLEDAD, a municipal corporation,

WHITNEY, MINEO and CORTES, a general partnership,

By [Signature]
Mayor

By [Signature]
General Partner

ATTEST:

[Signature]
City Clerk

