

RESOLUTION NO. 2088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
ACCEPTING FOR RECORDATION A FINAL SUBDIVISION MAP
89-01, SUBDIVISION AGREEMENT AND SUBDIVISION
GUARANTEE SUBMITTED BY NEW HORIZON
DEVELOPMENT, INCORPORATED FOR THE
ANDALUCIA III SUBDIVISION

WHEREAS, NEW HORIZON DEVELOPMENT, INCORPORATED, A CALIFORNIA CORPORATION, is the Subdivider of a subdivision within the City of Soledad designated as Major Subdivision 89-01, and

WHEREAS, the Subdivider has now completed the Final Map for subject subdivision in accordance with the requirements of the Subdivision Map Act, the City Municipal Code and the Conditions of Approval set forth by the Soledad Planning Commission; and

WHEREAS, the Subdivider requests that the City of Soledad accept said Subdivision Agreement and Subdivision Guarantee as prepared. NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad, as follows:

Section 1. That the the City Council hereby finds and determines that all conditions of approval have been met.

Section 2. That the City Engineer has reviewed the proposed Final Map and Subdivision Guarantee and has found the Map to be in conformance with Subdivision Map Act, the City of Soledad Municipal Code and the Conditions of Approval set forth by the Planning Commission on June 13th, 1990.

Section 3. That the City of Soledad hereby accepts the Final Map for recordation with the Monterey County Recorder.

Section 4. That the City Council of the City of Soledad hereby accepts the Subdivision Guarantee prepared by First American Title Insurance Company in the form of the document hereunto attached marked "Exhibit B" and by reference made a part hereof.

Section 5. That the City Council of the City of Soledad hereby accepts the Final Map in the form of the document hereunto attached marked "Exhibit A" and by reference

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made a part hereof.

Section 6. That the City Council of the City of Soledad hereby accepts the Subdivision Agreement in the form of the document hereunto attached marked as "Exhibit C" 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 11th day of June, 1991, by the following vote:

AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesam

NOES, Councilmembers: None

ABSENT, Councilmembers: None

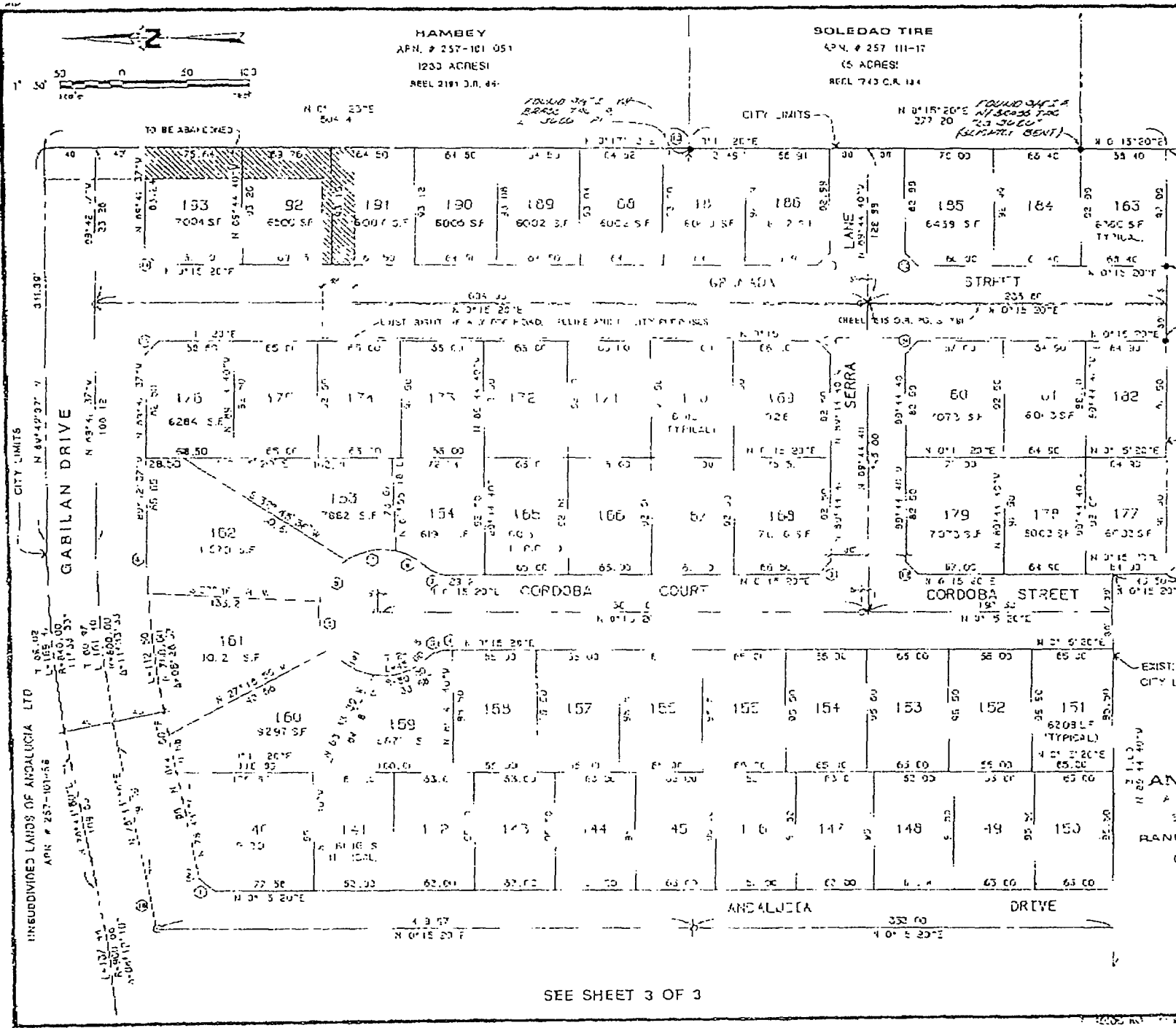
MAYOR OF THE CITY OF SOLEDAD

ATTEST:

Betty Burns

CITY CLERK OF THE CITY OF SOLEDAD

1991-06-07 09 28 4183730341 ELLIJK ENGINEERS, INC.



LEGOSMA
 APN. # 257-11-08
 15 ACRES
 REEL 2024 O.R. 116

NOTES

1. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THERE OF.
2. "C" INDICATES THE BOUNDARIES OF LAND SUBDIVIDED BY THIS MAP.
3. BEARINGS AND/OR DISTANCES WITHIN HEXAGON REFER TO DATA TABLE.
4. ALL BOUNDARY CORNERS, ALL LOT CORNERS AND WALK POINTS ARE TO BE SET WITH 3/4" IRON PIPE WITH PLASTIC FLAG "R.O.E." "S.S.I.C." UNLESS OTHERWISE SPECIFIED.
5. 0" H. WATER "C" SETS TO BE PLACED "74" EAST FROM CORNER.
6. EACH LOT IS TO BE PL. LOTS ARE EDIC. TO 100' W.U.
7. C.I.E. PUBLIC UTIL. TYP. TYPEN.
8. * RELATED FOUNDATION COMMENT.

BASIS OF BEARINGS NOTE

THE BEARING OF THE CENTER LINE OF ANDALUCIA DRIVE AS SHOWN ON THIS MAP IS BASED ON THE REFERENCE POINT NUMBER 15 OF THE TOWNSHIP 37 N. RANGE 40 E. QUAD. MONTEPELIER 45 TAKEN AS A BASIS OF BEARINGS SHOWN ON THIS MAP.

DATA			
NO.	DELTA BEARING	RADIUS	LEN. VD. I
1	43° 15' 14.97"		15.41
2	0° 15' 57"	104.00	2.15
3	42° 00' 10"	25.00	3.55
4	0° 15' 57"E		4.0
5	5° 37' 27"	70.00	40.00
6	03° 01' 40"	755.00	40.83
7	45° 30' 11"	65.00	40.00
8	33° 4' 15"	50.00	26.94
9	4° 41' 14.40"		1.11
10	4° 45' 15.20"		14.14
11	4° 45' 53.03"W		14.14
12	4° 45' 15.40"E		14.14
13	4° 04' 12.23"E		2.00
14	4° 45' 15.20"E		4.14
15	02° 20' 17"	655.00	45.29

TRACT NO _____

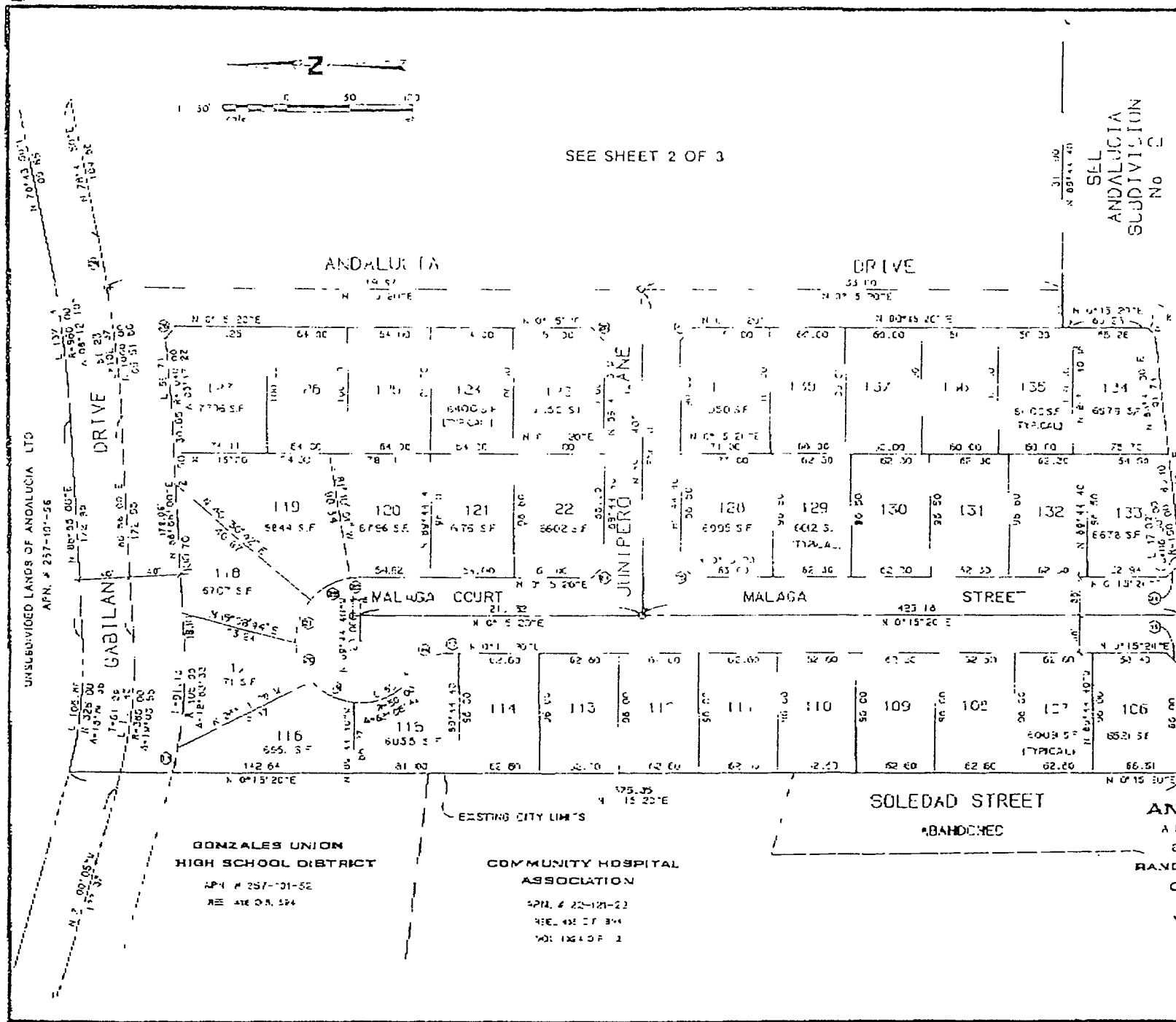
ANDALUCIA SUBDIVISION NO _____

A PORTION OF 142.50 AC. PARCEL (REEL 1072 OF 1951) BEING A PART OF SUBDIVISION B OF LOT 2 OF THE RANCHO SAN VICENTE MONTEREY COUNTY CITY OF SOLEDAD, CALIFORNIA FOR

VINEYARD ESTATES PARTNERS
 BY _____

BESTOR ENGINEERS INC
 CIVIL ENGINEERING SURVEYING LAND PLANNING
 2011 K. LASSMAN LANE, ATHERTON, CA 95020
 PHONE: 408.434.4444 FAX: 408.434.4444
 DATE: OCT. 1991

SEE SHEET 3 OF 3



TOTAL LOT NET AREA 13.46 AC.
STREET RIGHTS OF WAY 2.500 AC.
GROSS AREA 15.975 AC.

NOTES

1. ALL DIMENSIONS AND DISTANCES ARE SHOWN IN FEET AND DECIMALS THERE OF.
2. "INDICATES THE BOUNDARIES OF LOTS SUBDIVIDED BY THIS MAP."
3. "INDICATES THE BOUNDARIES OF LOTS NOT SUBDIVIDED BY THIS MAP."
4. "INDICATES THE BOUNDARIES OF LOTS NOT SUBDIVIDED BY THIS MAP."
5. "INDICATES THE BOUNDARIES OF LOTS NOT SUBDIVIDED BY THIS MAP."
6. "INDICATES THE BOUNDARIES OF LOTS NOT SUBDIVIDED BY THIS MAP."
7. "INDICATES THE BOUNDARIES OF LOTS NOT SUBDIVIDED BY THIS MAP."
8. "INDICATES THE BOUNDARIES OF LOTS NOT SUBDIVIDED BY THIS MAP."
9. "INDICATES THE BOUNDARIES OF LOTS NOT SUBDIVIDED BY THIS MAP."
10. "INDICATES THE BOUNDARIES OF LOTS NOT SUBDIVIDED BY THIS MAP."

BASIS OF BEARINGS NOTE

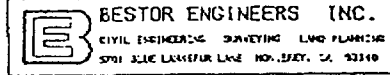
THE BEARING OF THE CENTER LINE OF ANDALUCIA DRIVE IS N 37° 5' 20" E ON THE TAP REQUIRED IN THE CITY OF SOLEDAD CALIFORNIA AS FOUND CONDUCTED BY THE CITY OF SOLEDAD CALIFORNIA AS BASIS OF BEARINGS SHOWN UPON THIS MAP.

DATA

DEF. BEARING	RADIUS	LLK. DIST.
45° 12' 25" E	4.15	4.15
52° 3' 55" E	25.00	27.3
5° 0' 20" E	45.00	5.53
62° 45' 16" E	45.00	50.00
42° 1' 53" E	50.00	26.51
40° 06' 25" E	50.00	30.00
41° 27' 43" E	50.00	35.00
41° 5' 11" E	50.00	32.00
68° 55' 50" E	50.00	7.31
4° 44' 44" E	50.00	14.14
4° 45' 15" E	50.00	14.14
4° 45' 11" E	50.00	3.27
11° 38' 41" E	50.00	4.35
11° 44' 46" E	50.00	14.14
62° 22' 14" E	1200.00	40.75

TRACT NO. _____

ANDALUCIA SUBDIVISION NO. 2
A PORTION OF 142.83 AC. PARCEL (REEL 1072 O.R. 3951)
BEING A PART OF SUBDIVISION 3 OF LOT 2 OF THE
RANCHO SAN VICENTE, MONTEREY COUNTY
CITY OF SOLEDAD, CALIFORNIA
FOR
VINEYARD ESTATES PARTNERS
BY



SCALE: 1" = 40.00 FT DATE: OCT. 1980

1931-06-07 10 08

4033732341 EETOP ENGINEERS INC

GUARANTEE



First American Title Insurance Company

31-06-07 10 03

4083732341 EIGHTH ENGINEER. INC.

010 F03

SUBDIVISION GUARANTEE

SUBDIVISION: MAJOR

ORDER NO 119084-BB
J 103166

FEE: \$100.00

FIRST AMERICAN TITLE INSURANCE COMPANY
a corporation,

GUARANTEES

The county of Monterey and City within which said subdivision is located in a sum not exceeding \$1,000 00

That according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any street, roads, avenues and other easements offered for dedication by said map are

1. ED MESSICK, A MARRIED MAN, AS HIS SEPARATE PROPERTY AS OWNERS BY DEED(S) TO THEM RECORDED OCTOBER 4, 1990 IN REEL 2562 OF OFFICIAL RECORDS, AT PAGE 1023.

2. THE SIGNATURES OF THE HOLDERS OF THE FOLLOWING INTEREST MAY BE OMITTED IN AS MUCH AS THEIR INTEREST ARE SUCH THAT THEY CANNOT RIPEN INTO FEE AND IF THEIR NAMES AND NATURE OF THEIR RESPECTIVE INTEREST ARE STATED ON THE FINAL MAP AND UPON COMPLIANCE WITH OR PURSUANT TO SECTION 66445 OF TITLE 7 OF DIVISION 2 OF THE GOVERNMENT CODE:

PACIFIC GAS & ELECTRIC COMPANY, A CALIFORNIA CORPORATION OR THEIR SUCCESSOR IN INTEREST, AS EASEMENT HOLDER UNDER THAT INSTRUMENT RECORDED MARCH 17, 1938 IN VOLUME 568 OF OFFICIAL RECORDS, AT PAGE 39.

CITY OF SOLEDAD OR THEIR SUCCESSOR IN INTEREST, AS EASEMENT HOLDER UNDER THAT INSTRUMENT RECORDED NOVEMBER 6, 1981 IN REEL 1513 OF OFFICIAL RECORDS, AT PAGE 578.

WHITNEY, MINEO & CORTES, A GENERAL PARTNERSHIP, ITS SUCCESSORS AND ASSIGNS OR THEIR SUCCESSOR IN INTEREST, AS EASEMENT HOLDER UNDER THAT INSTRUMENT RECORDED OCTOBER 4, 1990 IN REEL 2562 OF OFFICIAL RECORDS, AT PAGE 1023.

31-06-07 10 10

4083732341 EECITOP ENGINEER INC.

1111 F]

3. IF THE OXM DOES NOT HAVE THE RIGHT OF SURFACE ENTRY, SHOW THE SIGNATURES OF THE HOLDER OF THE FOLLOWING INTEREST MAY BE OMITTED, IN AS MUCH AD SAID RIGHTS DO NOT INCLUDE THE RIGHT OF SURFACE ENTRY, PROVIDE THAT THE NAME OF THE OWNER AND THE NATURE OF SAID INTEREST IS STATED ON THE FINAL MAP IN ACCORDANCE WITH SECTION 66436 OF TITLE OF DIVISION 2 OF THE GOVERNMENT CODE:

JOHN R GARDONI, ET UX, OR SUCCESSOR IN INTEREST, AS OWNER OF AN UNDIVIDED 25% INTEREST IN AND TO ALL MINERAL RIGHTS AS RESERVED IN THE DEED RECORDED OCTOBER 10, 1980 IN REEL 1439 OF OFFICIAL RECORDS, AT PAGE 454.

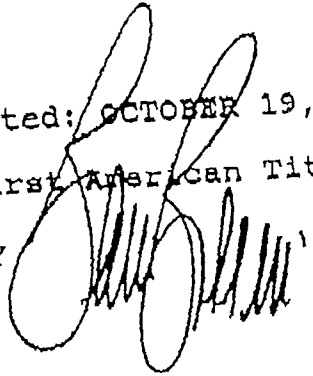
4. IF THE FINAL MAP HAS FOUR OR FEWER PARCELS WHERE DEDICATION OR OFFERS OF DEDICATIONS ARE NOT REQUIRED THE CERTIFICATE SHALL BE SIGNED AND ACKNOWLEDGED BY THE SUBDIVIDER ONLY.

The map hereinbefore referred to is a subdivision of:
 PARCEL 1, AS SHOWN AND DESIGNATED ON THAT CERTAIN MAP FILED FOR RECORD OCTOBER 2, 1990 IN VOLUME 18 OF PARCEL MAPS, AT PAGE 71.
 EXCEPTING THEREFROM AN UNDIVIDED 25% OF ALL MINERAL RIGHTS CONTAINED THEREIN, BUT WITHOUT THE RIGHT OF ENTRY UPON OR USE OF ANY PORTION OF THE SURFACE ABOVE DEPTH OF 500 FEET AS CONTAINED IN THE DEED FROM JOHN R. GARDONI, ET UX TO ANDALUCIA LTD BY DEED RECORDED OCTOBER 10, 1980 IN REEL 1439 OF OFFICIAL RECORDS, AT PAGE 454, MONTEREY COUNTY RECORDS.

Dated: OCTOBER 19, 1990 @ 7:30 A.M.

First American Title Insurance Company

By



Assistant Secretary

Form No 1359 (4/75)
 CLTA SUBDIVISION
 GUARANTEE FORM NO. 14

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 VINEYARD ESTATES, a California Limited 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 "Andalucia Subdivision No. 3".

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.

D. On December 23, 1988, a Development Agreement was executed by and between ANDALUCIA LTD. (therein called "Developer"), SUBDIVIDER'S predecessor in interest, and CITY

which, among other things, requires the performance of certain work and the installation of certain improvements within and without the subdivision. A copy of said Development Agreement (less exhibits thereto) is attached hereto and incorporated herein by reference.

E. ED MESSICK, an individual, represents that he has purchased the interest of ANDALUCIA LTD. in the real property that is the subject of this subdivision agreement and is now the sole owner thereof. It is understood and agreed that Vineyard Estates, a California Limited Partnership, is the developer and subdivider of the subject property. It is acknowledged that all of the obligations that are covered in the attached Development Agreement that pertain to Andalusia Subdivision No. 3 are assumed by SUBDIVIDER, and guaranteed by Ed Messick, an individual.

AGREEMENT:

Therefore, for and in consideration of the approval 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 and obligations specified in this agreement and as set forth in the attached Development Agreement that applies to Andalucia Subdivision No. 3.

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 November 15, 1991, and all such work shall be completed within

eighteen (18) months 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 therefore, 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 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 the 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; Deposit. 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 (c) 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 FIVE THOUSAND DOLLARS (\$5,000) 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. Street Lighting. SUBDIVIDER agrees that it will, at its own expense, install street lighting facilities, including but not limited to electroliers and luminaries, 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.

12. 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.

13. 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.

14. 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 THREE

HUNDRED DOLLARS (\$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 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 THREE HUNDRED DOLLARS (\$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.

15. Fencing. SUBDIVIDER shall, at its own expense, install the wall along Gabilan Street and fencing along the rear and side yard lines of lots within the subdivision according to the improvement plans approved by CITY.

16. Grading Plan. SUBDIVIDER shall prepare and submit

to the City Engineer for approval a detailed grading plan for the subdivision, showing how each of the lots within the subdivision will be cut and filled to drain storm waters to street drains. 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 Architectural Review Committee of CITY.

17. Fire Hydrants. SUBDIVIDER shall, at its own expense, install fire hydrants throughout the subdivision at locations approved by the City Engineer, not more than three hundred feet (300') apart.

18. 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.

19. 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 §§ 66499.1 and 66499.2, respectively, of the Government Code. With the approval of the City Attorney, an alternate form of security as prescribed §66499 of the Government Code may be substituted for one or more of the surety bonds required under the foregoing provisions of this paragraph. The decision of the City Attorney as to the acceptability of alternate security, or as to the acceptability of the form of any alternate security offered by SUBDIVIDER, shall be final and binding on SUBDIVIDER. The term "surety", as used in this Agreement, includes the issuer of any such alternate form of security.

20. 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 by CITY, or the deposit with CITY by SUBDIVIDER, of any of the insurance policies described in paragraph 22 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.

21. 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 subcontractors 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 ONE MILLION DOLLARS (\$1,000,000.00) 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, 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 22 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.

22. 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.

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

24. 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 requirements, 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%).

25. Injury to Work. Until the improvements to be constructed and installed hereunder are finally accepted by CITY, SUBDIVIDER shall be responsible for and shall bear all risk of loss or damage to the same, or to any part thereof. Neither CITY nor any of its officers or employees shall be liable or responsible for any accident, loss, or damage that may occur to said improvements, or any part thereof, regardless of cause, prior to the completion and acceptance of the work, it being understood and agreed that all such risks are hereby assumed by SUBDIVIDER.

26. 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.

27. 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 FORTY THOUSAND DOLLARS (\$40,000.00) as a deposit to cover the estimated amount of such expenses, of which TWENTY THOUSAND DOLLARS (\$20,000.00) shall be deposited upon the execution of this agreement, with the remaining TWENTY THOUSAND

DOLLARS (\$20,000.00) to be deposited prior to the commencement of work hereunder, 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 completely 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.

28. 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's expense.

29. Permits. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices, and pay all fees and taxes as required by law.

30. 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.

31. 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.

32. Sale of Lots Prior to Completion of All Subdivision Improvements. SUBDIVIDER shall not sell any single lots within this subdivision to another person, contractor or developer without written approval of City Manager of CITY prior to the completion of all improvements set forth in this agreement. SUBDIVIDER shall not sell two or more lots to another person, contractor or developer without written approval of the CITY COUNCIL OF CITY prior to completion of all improvements set forth in this agreement.

33. 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
248 Main Street
Post Office Box 156
Soledad, CA 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 20 above shall be addressed to the surety, or the agent or representation 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.

34. 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 11th day of June, 1991.

CITY:

SUBDIVIDER:

CITY OF SOLEDAD, a
municipal corporation

VINEYARD ESTATES, a
California Limited Partnership

By: [Signature]
Mayor

By: Small Business Solutions, Inc.
a California corporation,
General Partner

By: [Signature]
City Manager

By: [Signature]
Ed Messick, President

ATTEST:

Performance of Subdivider's
obligations guaranteed.

By: [Signature]
City Clerk

By: [Signature]
Ed Messick