

RESOLUTION NO. 2089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
ACCEPTING FOR RECORDATION A FINAL SUBDIVISION MAP
90-02, SUBDIVISION AGREEMENT AND SUBDIVISION
GUARANTEE SUBMITTED BY SOLEDAD VENTURES
FOR THE LA CUESTA VIEWS SUBDIVISION

WHEREAS, SOLEDAD VENTURES, A CALIFORNIA LIMITED PARTNERSHIP, is the Subdivider of a subdivision within the City of Soledad designated as Major Subdivision 90-02; 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 Map 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 November 7, 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 Ticor Title 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 made a part hereof.

Section 6. That the City Council of the City of Soledad hereby accepts the Subdivision Agreement in the form of

Page 2

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:

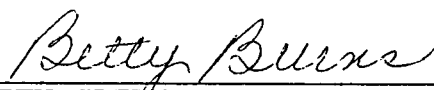
AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES AND HEREBY DEDICATE TO PUBLIC USE THE FOLLOWING STREETS, WEST STREET, ENTRADA DRIVE, LA PAZ COURT, MESA STREET, PRADO DRIVE AND VISTA AVENUE; AS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION. WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO ELECTRICITY, GAS, COMMUNICATION, WATER AND THEIR NECESSARY APPURTENANCES ON, OVER OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "P.U.E. (PUBLIC UTILITIES EASEMENTS) AND FOR WATERLINE & RIGHT OF WAY PURPOSES ON, OVER OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "WATERLINE EASEMENT & NON EXCLUSIVE RIGHT OF WAY" AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSE OF THE EASEMENTS. WE ALSO DEDICATED CERTAIN NON-ACCESS STRIPS SUBJECT TO THE CONDITION THAT THEY SHALL NOT BE OPENED FOR USE OR TRAVEL UNTIL SUCH TIME AS THEY ARE OPENED BY ORDER OF THE CITY COUNCIL OF THE CITY OF SOLEDAD, CALIFORNIA, SAID STRIPS OF LAND BEING ONE FOOT WIDE AND SITUATED ALONG PRADO DRIVE & VISTA AVENUE AS SHOWN ON SAID MAP.

AS OWNER

SOUTH COUNTY HOMES A CALIFORNIA LIMITED PARTNERSHIP
BY: WOODMAN DEVELOPMENT INC. BY: WOODMAN DEVELOPMENT INC.
A CALIFORNIA CORPORATION A CALIFORNIA CORPORATION
GENERAL PARTNER GENERAL PARTNER
William H. Silva *Michael R. Ball*
WILLIAM H. SILVA, PRESIDENT MICHAEL R. BALL, VICE PRESIDENT
WOODMAN DEVELOPMENT, INC. WHS DEVELOPMENT, INC.

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA } s.s.
COUNTY OF LOS ANGELES }
ON April 15, 1991 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WILLIAM H. SILVA, PERSONALLY KNOWN TO ME OR PROVED TO ME TO BE THE PRESIDENT OF WOODMAN DEVELOPMENT, INC. AND MICHAEL R. BALL, PERSONALLY KNOWN TO ME OR PROVED TO ME TO BE THE VICE PRESIDENT OF WHS DEVELOPMENT, INC. THE CORPORATIONS THAT EXECUTED THE WITHIN INSTRUMENT AND PERSONALLY KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATIONS, SAID CORPORATIONS BEING PERSONALLY KNOWN TO ME TO BE THE PARTNERS OF SOUTH COUNTY HOMES, THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE SAME AS OWNER.

WITNESS MY HAND (OFFICIAL SEAL NOT REQUIRED)
Anna Giardinelli NOTARY PUBLIC'S NAME
NOTARY PUBLIC IN AND FOR THE COUNTY OF NOTARY PUBLIC'S COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. PRINCIPAL PLACE OF BUSINESS:
Los Angeles
NOTARY PUBLIC'S COMMISSION EXPIRATION DATE: 3/20/95

SIGNATURE OMISSION

THE SIGNATURES OF THE FOLLOWING INTERESTED PARTIES ARE NOT REQUIRED AS SAID INTERESTS CANNOT RISE INTO A FEE.
1. PACIFIC GAS AND ELECTRIC COMPANY AS HOLDER OF EASEMENT RIGHTS PER A DEED RECORDED ON SEPTEMBER 28, 1984 IN REEL 388 OF OFFICIAL RECORDS AT PAGE 335.
2. CITY OF SOLEDAD, A MUNICIPAL CORPORATION, AS HOLDER OF EASEMENT RIGHTS PER DEED RECORDED JANUARY 9, 1981 IN REEL 1457 OF OFFICIAL RECORDS PAGE 847.

CERTIFICATE OF SECRETARY OF PLANNING COMMISSION

I, _____ SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF SOLEDAD, CALIFORNIA, CERTIFY THAT I HAVE EXAMINED THIS MAP THAT THE SUBDIVISION THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE "TENTATIVE MAP" AND ANY APPROVED ALTERATIONS THEREOF AS APPROVED BY THE PLANNING COMMISSION OF SOLEDAD, CALIFORNIA, ON NOVEMBER 7, 1990 THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AS AMENDED, AND OF THE SOLEDAD CITY ORDINANCE NO. 284, APPLICABLE AT THE TIME OF APPROVAL OF SAID "TENTATIVE MAP" HAVE BEEN COMPLIED WITH.

DATED: _____ SECRETARY OF THE PLANNING COMMISSION
CITY OF SOLEDAD, CALIFORNIA

CERTIFICATE OF CITY CLERK

I, _____ CITY CLERK OF THE CITY OF SOLEDAD, CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVED THE WITHIN MAP ON _____ AND ACCEPTED ON BEHALF OF THE PUBLIC, ALL PARCELS OF LAND DEDICATED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

DATED: _____ CITY CLERK OF THE CITY
OF SOLEDAD, CALIFORNIA

NOTES

- 1. THE DISTINCTIVE LINE SHOWN THUSLY _____ INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- 2. ALL DISTANCES AND DIMENSIONS SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF
- 3. BEARINGS AND/OR DISTANCES WITHIN PARENTHESES REFER TO RECORD DATA.
- 4. ALL BOUNDARY CORNERS AND ANGLE POINTS ARE TO BE SET WITH 3/4" IRON PIPE WITH PLASTIC PLUG "R.C.E. 20941" UNLESS OTHERWISE NOTED.
- 5. ALL BC & EC POINTS & LOT CORNERS ARE TO BE SET WITH 3/4" IRON PIPE WITH PLASTIC PLUG "R.C.E. 20941" UNLESS OTHERWISE NOTED.
- 6. FRONT 6 FEET OF ALL LOTS ARE DEDICATED FOR "PUBLIC UTILITIES EASEMENT" (P.U.E.).
- 7. THE AREA BEING SUBDIVIDED BY THIS MAP IS ± 34.68 ACRES.

ENGINEER'S CERTIFICATE:

I, JOHN M. HUMBER, REGISTERED CIVIL ENGINEER, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION DURING MARCH 1991 THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN OR THEY WILL BE SET IN SUCH POSITIONS ON OR BEFORE ONE YEAR AFTER THE RECORDATION OF THIS MAP BY THE MONTEREY COUNTY RECORDER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: 4-17-91
John M. Humber
JOHN M. HUMBER
R.C.E. 20941
REGISTRATION EXPIRES
SEPTEMBER 30, 1993



CITY ENGINEER'S STATEMENT

I, ARNOLD R. BRUNETTI, CITY ENGINEER OF THE CITY OF SOLEDAD, COUNTY OF MONTEREY STATE OF CALIFORNIA, HEREBY CERTIFY THAT I HAVE EXAMINED THE WITHIN MAP THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE "TENTATIVE MAP" AND ANY APPROVED ALTERATIONS THEREOF AS APPROVED BY THE PLANNING COMMISSION OF SOLEDAD, CALIFORNIA, ON NOVEMBER 7, 1990. THAT ALL THE PROVISIONS OF THE "CALIFORNIA SUBDIVISION MAP ACT" AS AMENDED, AND OF THE SOLEDAD CITY ORDINANCE NO. 284, APPLICABLE AT THE TIME OF APPROVAL OF SAID "TENTATIVE MAP" HAVE BEEN COMPLIED WITH AND THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: _____ ARNOLD R. BRUNETTI
CITY ENGINEER, CITY OF SOLEDAD
R.C.E. NO. 17186
MY REGISTRATION EXPIRES
JUNE 30, 1993

COUNTY RECORDER'S STATEMENT

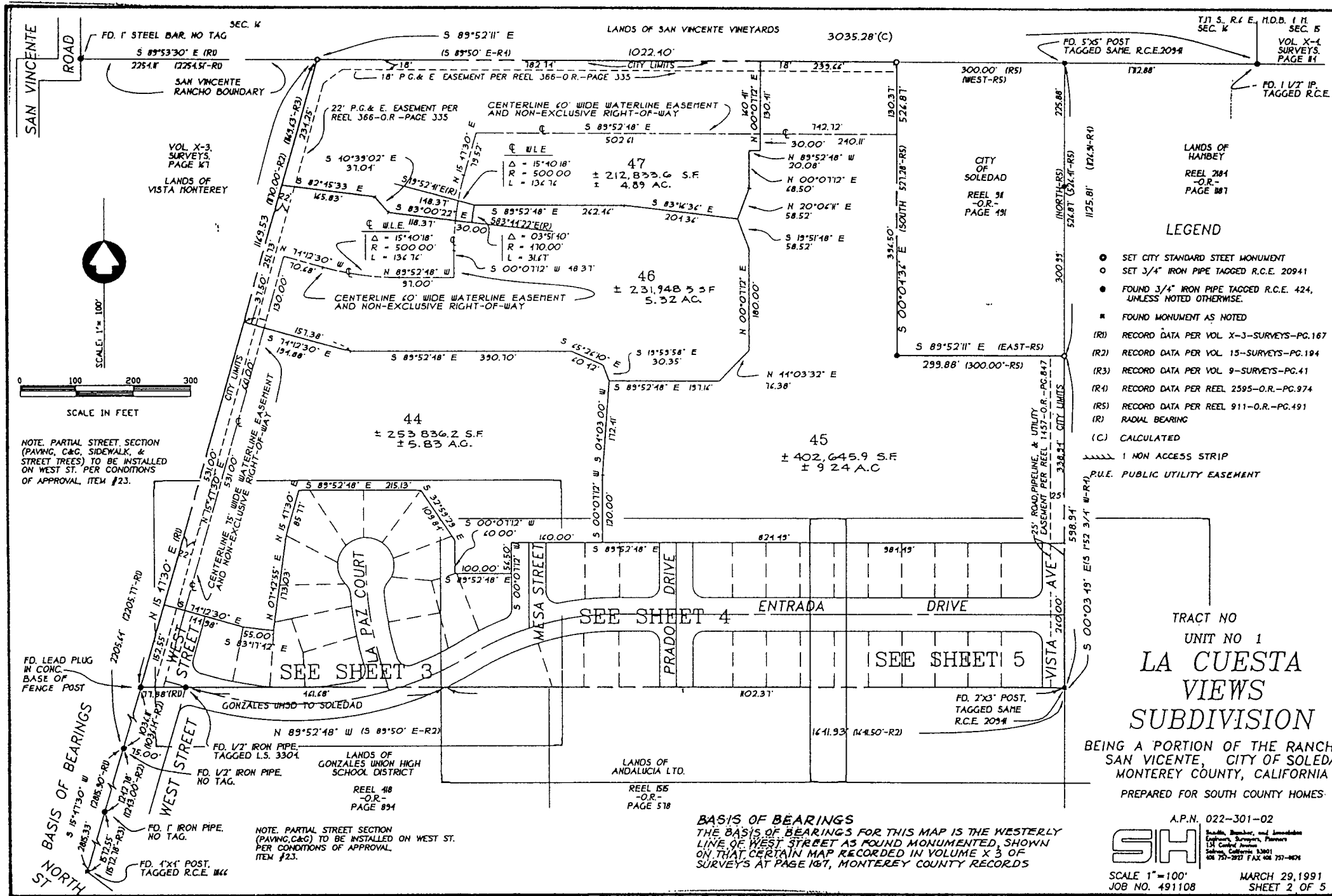
FILED THIS _____ DAY OF _____ 199-
AT _____ IN BOOK _____ OF
CITIES & TOWNS AT PAGE _____ AT THE REQUEST OF
MR. JOHN M. HUMBER.

ERNEST A. MAGGINI BY: _____ DEPUTY
COUNTY RECORDER
SERIAL NO. _____ FEE: \$ _____

TRACT NO
UNIT NO 1
**LA CUESTA
VIEWS
SUBDIVISION**
BEING A PORTION OF THE RANCHO
SAN VICENTE, CITY OF SOLEDAD,
MONTEREY COUNTY, CALIFORNIA
PREPARED FOR SOUTH COUNTY HOMES
A.P.N. 022-301-02



SCALE 1"=30' MARCH 29 1991
JOB NO. 491108 SHEET 1 OF 5



LEGEND

- SET CITY STANDARD STREET MONUMENT
- SET 3/4" IRON PIPE TAGGED R.C.E. 20941
- FOUND 3/4" IRON PIPE TAGGED R.C.E. 424, UNLESS NOTED OTHERWISE.
- FOUND MONUMENT AS NOTED
- (R1) RECORD DATA PER VOL X-3-SURVEYS-PC.167
- (R2) RECORD DATA PER VOL 15-SURVEYS-PC.194
- (R3) RECORD DATA PER VOL 9-SURVEYS-PC.41
- (R4) RECORD DATA PER REEL 2595-O.R.-PC.974
- (R5) RECORD DATA PER REEL 911-O.R.-PC.491
- (R) RADIAL BEARING
- (C) CALCULATED
- ||||| 1 MON ACCESS STRIP
- P.U.E. PUBLIC UTILITY EASEMENT

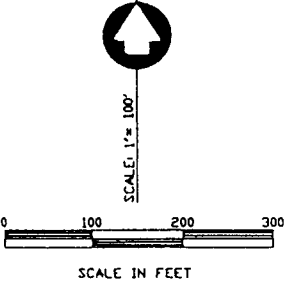
TRACT NO
UNIT NO 1
LA CUESTA VIEWS
SUBDIVISION
BEING A PORTION OF THE RANCHO
SAN VICENTE, CITY OF SOLEDAD
MONTEREY COUNTY, CALIFORNIA
PREPARED FOR SOUTH COUNTY HOMES.

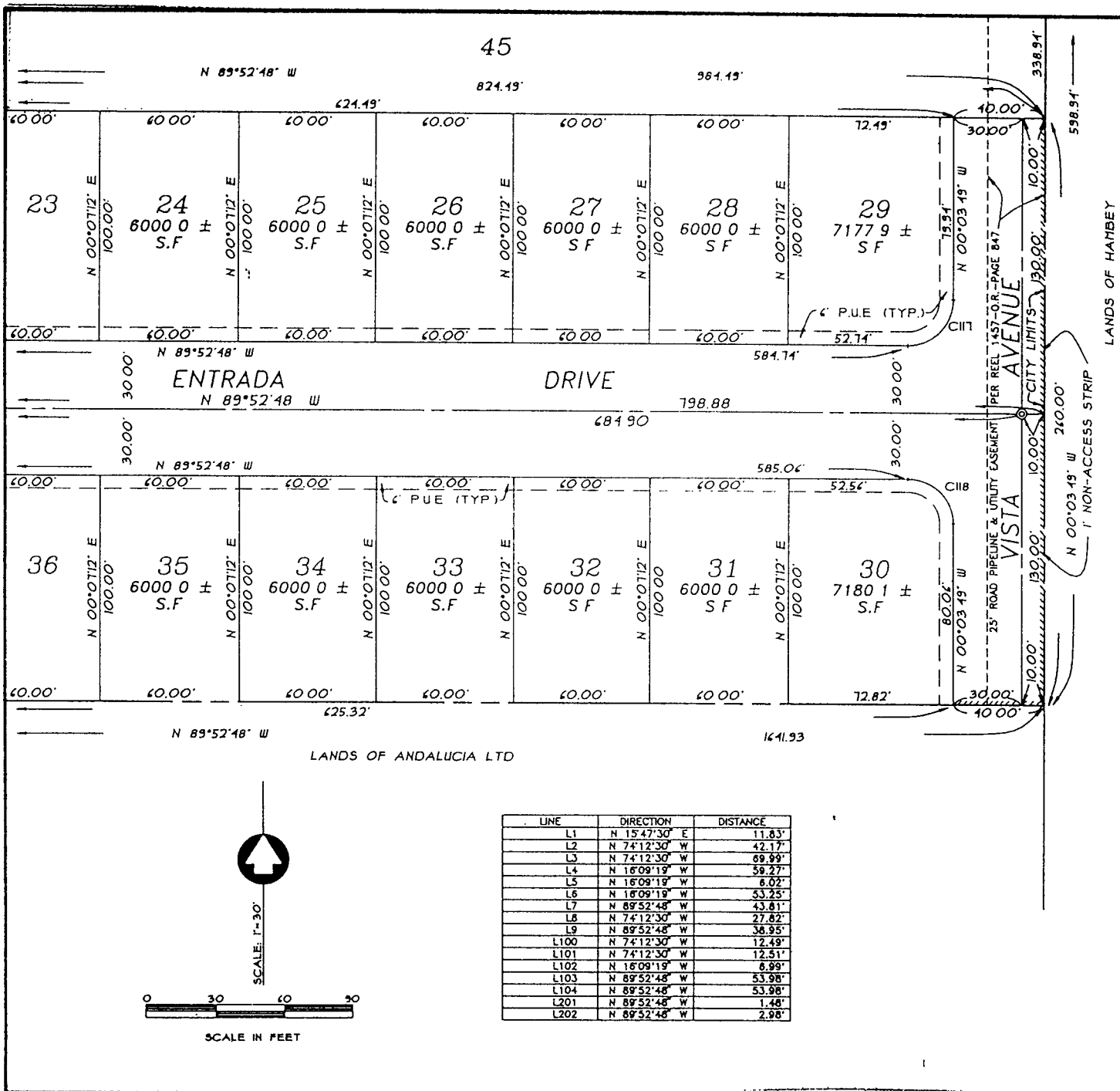
A.P.N. 022-301-02
SH South County Homes, Inc.
1511 Central Avenue
San Jose, California 95101
408 757-2927 FAX 408 757-4024
SCALE 1"=100'
JOB NO. 491108
MARCH 29, 1991
SHEET 2 OF 5

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS MAP IS THE WESTERLY LINE OF WEST STREET AS FOUND MONUMENTED, SHOWN ON THAT CERTAIN MAP RECORDED IN VOLUME X 3 OF SURVEYS AT PAGE 167, MONTEREY COUNTY RECORDS

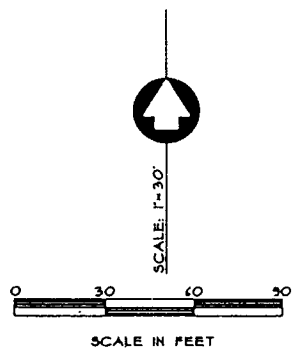
NOTE. PARTIAL STREET SECTION (PAVING, C&G, SIDEWALK, & STREET TREES) TO BE INSTALLED ON WEST ST. PER CONDITIONS OF APPROVAL, ITEM #23.

NOTE. PARTIAL STREET SECTION (PAVING, C&G) TO BE INSTALLED ON WEST ST. PER CONDITIONS OF APPROVAL, ITEM #23.



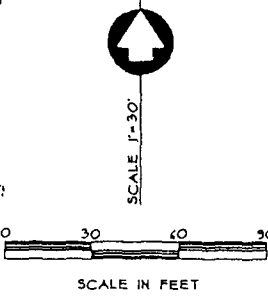
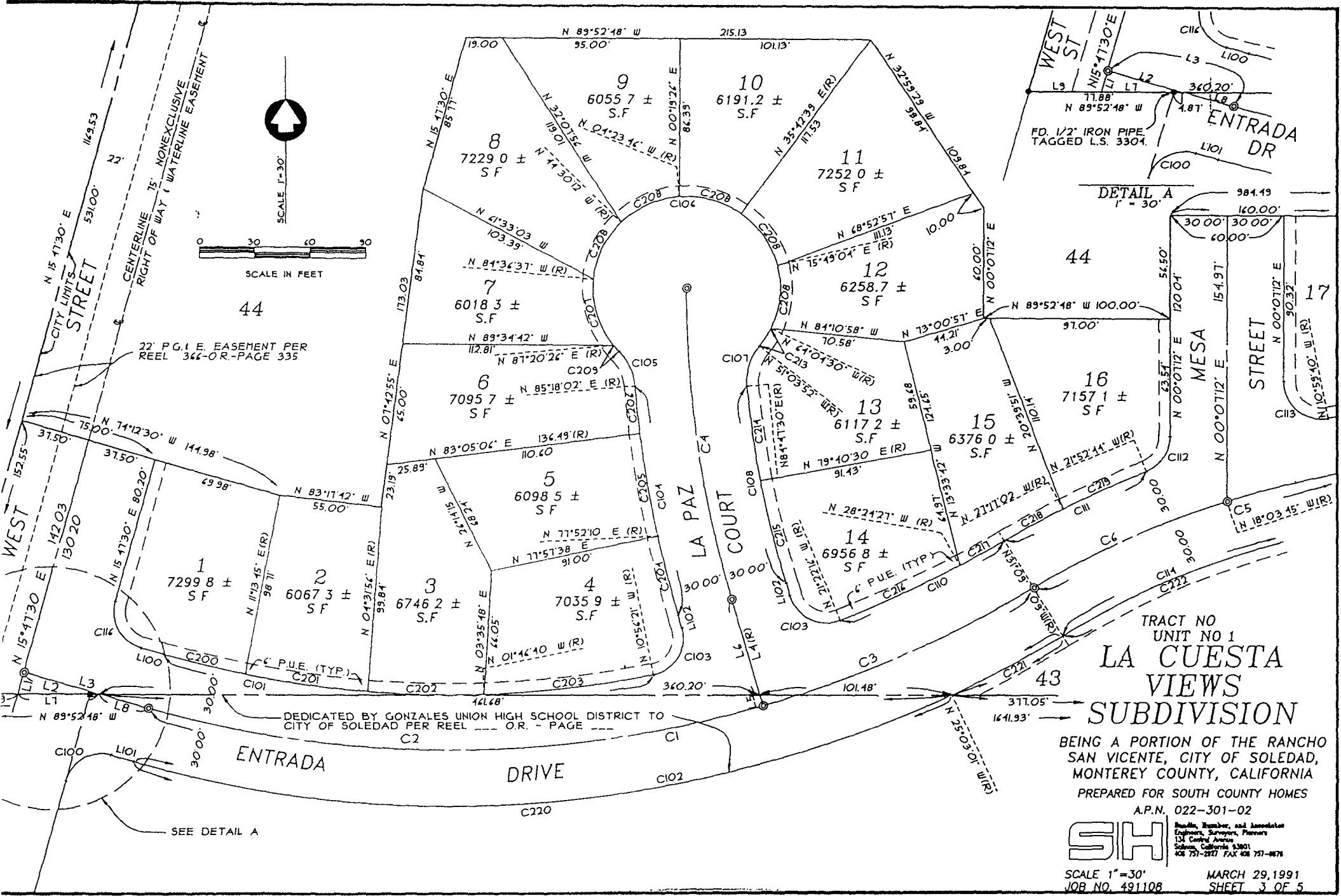


CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	600.00'	491.60'	280.34'	46°56'38"
C2	800.00'	334.55'	171.75'	31°58'48"
C3	800.00'	157.05'	78.98'	14°59'50"
C4	800.00'	170.43'	85.79'	18°18'30"
C5	500.00'	272.90'	139.94'	31°18'21"
C6	500.00'	114.23'	57.37'	13°05'24"
C7	500.00'	156.67'	80.01'	18°10'57"
C100	20.00'	31.42'	20.00'	90°00'00"
C101	570.00'	265.93'	135.43'	26°43'51"
C102	630.00'	516.18'	273.57'	46°56'38"
C103	20.00'	33.24'	21.91'	95°12'57"
C104	630.00'	125.96'	63.19'	11°27'21"
C105	30.00'	20.45'	10.64'	39°03'27"
C106	50.00'	229.24'	115.62'	282°41'31"
C107	30.00'	23.11'	12.16'	44°08'38"
C108	570.00'	106.90'	54.62'	10°58'48"
C110	570.00'	97.31'	48.77'	08°46'53"
C111	530.00'	85.78'	42.99'	09°18'25"
C112	20.00'	23.74'	13.48'	68°00'05"
C113	20.00'	35.30'	24.31'	101°04'51"
C114	470.00'	256.53'	131.55'	31°18'21"
C115	530.00'	102.81'	51.57'	11°08'51"
C116	20.00'	31.42'	20.00'	90°00'00"
C117	20.00'	31.48'	20.08'	90°11'01"
C118	20.00'	31.35'	19.94'	89°48'59"
C200	570.00'	45.39'	22.71'	04°33'45"
C201	570.00'	66.82'	33.35'	06°41'49"
C202	570.00'	82.78'	41.42'	08°18'38"
C203	570.00'	91.14'	45.67'	09°06'41"
C204	630.00'	44.25'	22.14'	04°01'29"
C205	630.00'	56.35'	28.19'	05°07'29"
C206	630.00'	25.36'	12.66'	02°16'23"
C207	50.00'	36.08'	20.01'	43°37'52"
C208	50.00'	35.00'	18.25'	40°06'25"
C209	50.00'	4.81'	2.41'	05°30'56"
C213	50.00'	11.35'	5.70'	13°00'38"
C214	570.00'	50.90'	25.47'	05°07'00"
C215	570.00'	56.00'	29.03'	05°49'48"
C216	570.00'	70.00'	35.04'	07°02'11"
C217	570.00'	27.31'	13.66'	02°44'42"
C218	530.00'	35.78'	17.90'	03°52'06"
C219	530.00'	50.00'	25.02'	05°24'19"
C220	630.00'	449.08'	234.56'	40°50'31"
C221	630.00'	67.10'	33.58'	06°06'06"
C222	470.00'	128.95'	64.68'	15°43'09"
C223	530.00'	45.68'	22.85'	04°56'16"
C224	530.00'	57.13'	28.59'	06°10'35"
C225	470.00'	67.90'	34.01'	06°16'39"
C226	470.00'	59.68'	29.68'	07°16'32"



LINE	DIRECTION	DISTANCE
L1	N 15°47'30" E	11.83'
L2	N 74°12'30" W	42.17'
L3	N 74°12'30" W	69.99'
L4	N 16°09'19" W	58.27'
L5	N 16°09'19" W	6.02'
L6	N 16°09'19" W	53.25'
L7	N 89°52'48" W	43.81'
L8	N 74°12'30" W	27.62'
L9	N 89°52'48" W	36.95'
L100	N 74°12'30" W	12.49'
L101	N 74°12'30" W	12.51'
L102	N 16°09'19" W	6.99'
L103	N 89°52'48" W	53.98'
L104	N 89°52'48" W	53.98'
L201	N 89°52'48" W	1.48'
L202	N 89°52'48" W	2.98'

TRACT NO
UNIT NO 1
**LA CUESTA
VIEWS
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BEING A PORTION OF THE RANCH
SAN VICENTE, CITY OF SOLEDAD
MONTEREY COUNTY, CALIFORNIA
PREPARED FOR SOUTH COUNTY HOMES
A.P.N. 022-301-02
SH Soledad, Brainerd, and Associates
Engineers, Surveyors, Planners
134 Central Avenue
Soledad, California 95061
408 757-2522 FAX 408 757-8676
SCALE 1"=30'
JOB NO. 491108
MARCH 29, 1991
SHEET 5 OF 5



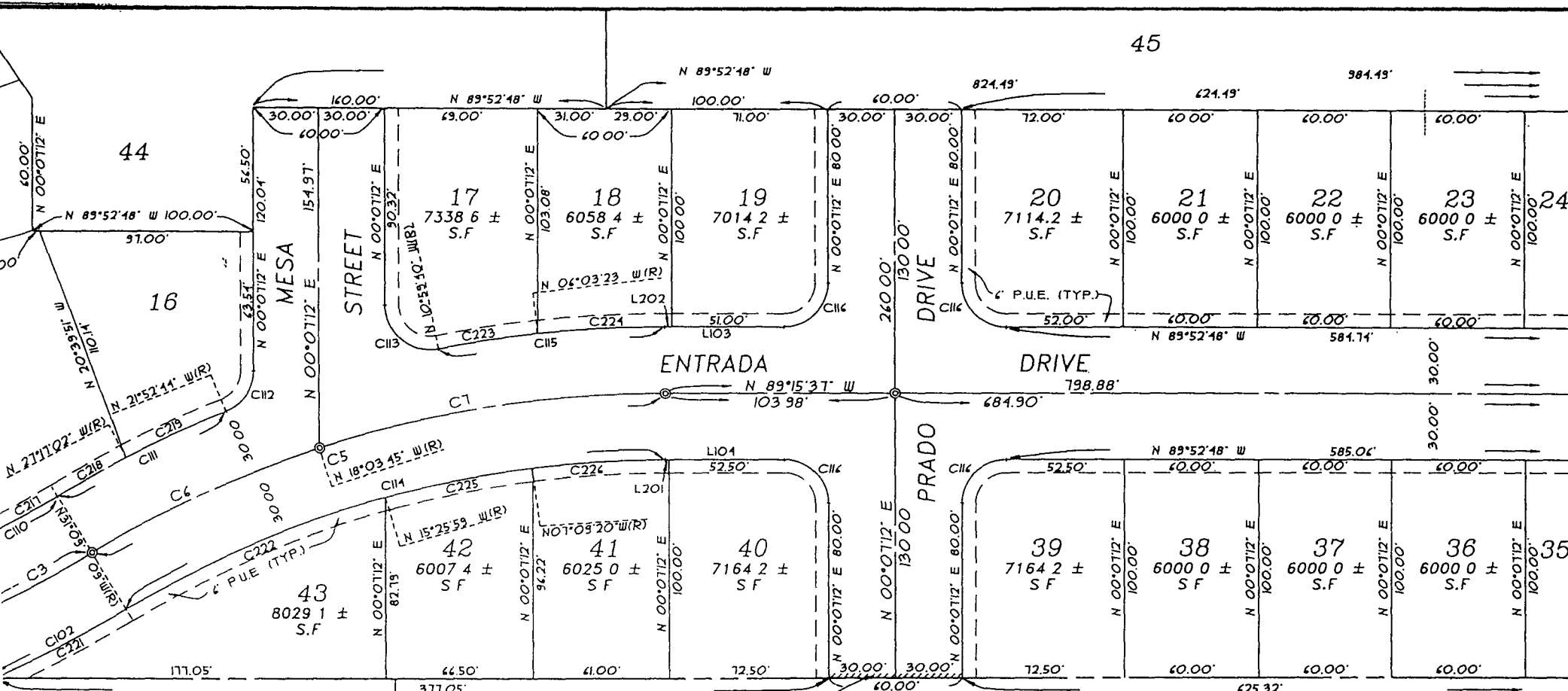
TRACT NO
UNIT NO 1
**LA CUESTA
VIEWS
SUBDIVISION**

BEING A PORTION OF THE RANCHO
SAN VICENTE, CITY OF SOLEDAD,
MONTEREY COUNTY, CALIFORNIA

PREPARED FOR SOUTH COUNTY HOMES
A.P.N. 022-301-02

SH Shultz, Humber, and Associates
Engineers, Surveyors, Planners
134 Central Avenue
Soledad, California 95061
408 757-2271 FAX 408 757-8676

SCALE 1"=30' MARCH 29, 1991
JOB NO. 491108 SHEET 3 OF 5



LANDS OF GONZALES
UNION HIGH SCHOOL DISTRICT

LANDS OF ANDALUCIA LTD.

TRACT NO
UNIT NO 1
**LA CUESTA
VIEWS
SUBDIVISION**

BEING A PORTION OF THE RANCHO
SAN VICENTE, CITY OF SOLEDAD,
MONTEREY COUNTY, CALIFORNIA

PREPARED FOR SOUTH COUNTY HOMES
A.P.N. 022-301-02



Shank, Bunker, and Associates
Engineers, Surveyors, Planners
134 Central Avenue
Salinas, California 93801
408 751-2827 FAX 408 751-8876

SCALE 1" = 30' MARCH 29, 1991
JOB NO. 491108 SHEET 4 OF 5

CAT NO. NN00143
TO 755 CA (3-85)

Subdivision Guarantee

NO S-178997-MC	FEE \$ 260 00
SUBDIVISION LA CUESTA VIEWS	

Ticor Title Insurance Company of California, a corporation, Guarantees

the County of MONTEREY

and any City within which said subdivision is located in a sum not exceeding \$1000 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 streets, roads, avenues and other easements offered for dedication by said map are:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The map hereinbefore referred to is a subdivision of

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Dated APRIL 29, 1991 @ 8 00 A M

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA



By		President
Attest		Secretary

Exhibit "B"

EXHIBIT "A"

1 SOUTH COUNTY HOMES, A CALIFORNIA LIMITED PARTNERSHIP, AS OWNER.

2 PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION AS
EASEMENT HOLDER BY INSTRUMENT RECORDED SEPTEMBER 28, 1964, IN REEL
366, PAGE 355, OFFICIAL RECORDS

3 THE CITY OF SOLEDAD, A MUNICIPAL CORPORATION AS EASFMENT HOLDER
BY INSTRUMENT RECORDED JANUARY 9, 1981, IN REEL 1457, PAGE 847,
OFFICIAL RECORDS

EXHIBIT "B"

PARCEL 1

A PART OF RANCHO SAN VICENTE, BEING A PART OF THAT CERTAIN 142 0 ACRE TRACT OF LAND CONVEYED TO REMINO BETTIGA, BY DEED DATED JULY 10, 1936, RECORDED IN VOLUME 494, OFFICIAL RECORDS, PAGE 179, MONTEFREY COUNTY RECORDS, SAID PART BEING DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID 142 0 ACRE TRACT OF LAND THENCE ALONG THE BOUNDARY THEREOF,

- (1) NORTH 89° 50' WEST, 884 0 FEET, THENCE
- (2) SOUTH 1° 52 3/4' WEST, 1126 91 FEET, THENCE
- (3) SOUTH 89° 50' EAST, 920 26 FEET TO A POINT IN THE EASTERLY BOUNDARY OF SAID 142 0 ACRE TRACT OF LAND, THENCE ALONG LAST MENTIONED BOUNDARY,
- (4) NORTH 1126 41 FEET TO THE PLACE OF BEGINNING

EXCEPT THEREFROM

A PART OF RANCHO SAN VICENTE IN MONTEREY COUNTY, BEING A PART OF THAT CERTAIN 23.34 ACRE TRACT OF LAND CONVEYED BY SALINAS MEAT COMPANY, A PARTNERSHIP TO SALINAS MEAT COMPANY, INC , BY DEED DATED MARCH 27, 1974, RECORDED IN REEL 911 OF OFFICIAL RECORDS AT PAGE 491, MONTEREY COUNTY RECORDS, CALIFORNIA, SAID PART BEING PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID 23 34 ACRF TRACT OF LAND, AND RUNNING THENCE ALONG THE BOUNDARY THEREOF,

- (1) NORTH, 89° 50' WEST, 300 00 FEET, THENCE LEAVING SAID BOUNDARY,
- (2) SOUTH, 527 28 FEET, THENCE
- (3) EAST, 300 00 FEET, THENCE ALONG THE BOUNDARY OF SAID TRACT,
- (4) NORTH, 526.41 FEET TO THE POINT OF BEGINNING.

PARCEL 2

A PART OF THE RANCHO SAN VICENTE, BEING A PART OF THAT CERTAIN 140 00 ACRE TRACT OF LAND CONVEYED TO PETER SCATTINI, ET AL, BY DEED DATED FEBRUARY 19, 1920 AND RECORDED IN VOLUME 170 OF DEEDS, PAGE 283, MONTEREY COUNTY RECORDS, SAID PART BEING DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID 140 00 ACRE TRACT OF LAND,
THENCE ALONG THE BOUNDARY THEREOF,

(1) NORTH 89° 50' WEST, 439 4 FEET TO THE NORTHWEST CORNER THEREOF,

(2) SOUTH 15° 47 1/2' WEST, 1169 63 FEET, THENCE LEAVE SAID BOUNDARY
AND RUNNING,

(3) SOUTH 89° 50' EAST, 720 75 FEET TO A POINT IN THE EASTERLY
BOUNDARY OF SAID 140 0 ACRE TRACT OF LAND, THENCE ALONG LAST
MENTIONED BOUNDARY,

(4) NORTH 1° 52' 45" EAST, 1126 91 FEET TO THE PLACE OF BEGINNING

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 SOUTH COUNTY HOMES, 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 "La Cuesta Views", which is a project to be developed in five (5) phases.

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, including all five (5) phases (known as Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5), 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

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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 as 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

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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 _____, 1991, and all such work shall be completed within twelve (12) 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 (or alternate security, if any is substituted per paragraph 19), to secure the faithful performance of this

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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. Safety of Workplace; Inspection by the CITY. SUBDIVIDER shall, at all times, comply with all applicable statutes and regulations relative to safety of the workplace both within and without the subdivision. SUBDIVIDER shall provide 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 TWELVE THOUSAND NINE HUNDRED DOLLARS (\$12,900 00), 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 any portion of said sum of TWELVE THOUSAND NINE HUNDRED DOLLARS (\$12,900.00) not used by the CITY for trees installed by CITY. CITY shall have the right to retain THREE HUNDRED DOLLARS (\$300) for each tree installed by CITY, plus ten percent (10%) of the retained amount 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 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 fencing around the exterior of the subdivision, as well as interior lot fencing, and at the time of commencing Phase 3, a wall to enclose the water tank site located at the northeast corner of the subdivision

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 five hundred (500) feet 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 Manager, 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 Manager 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 21 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 Manager 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, in the form of insurance certificates or insurance binders, in form satisfactory to the city manager 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, (save and except for the booster station, which shall revert to subdivider or successors upon removal of equipment), 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 THIRTY THOUSAND DOLLARS (\$30,000.00) to cover the estimated amount of such expenses, of which TEN THOUSAND DOLLARS (\$10,000.00) shall be deposited by May 7, 1991, and the balance shall be deposited prior to commencement of work hereunder. It is understood and agreed that any portion of said deposit in excess of the actual amount of said expenses will be returned to the SUBDIVIDER. 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 name on the signature page 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

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assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have executed this agreement this 11th day of June, 1991.

CITY

CITY OF SOLEDAD, a
municipal corporation

SOUTH COUNTY HOMES, a California
Limited Partnership
1000 South Main St., No. 691
Salinas, CA 93901

By: José V. Ledezma
Mayor

GENERAL PARTNERS:

Woodman Development Co., Inc
a California corporation

By: William H. Silva
William H. Silva, President

WHS Development, Inc., a
California corporation

By: Michael Ball
Michael Ball, Vice-President

By: [Signature]
City Manager

ATTEST

By: [Signature]
City Clerk

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