

**RESOLUTION NO. 4035**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE EXECUTION OF A SUBDIVISION IMPROVEMENT  
AGREEMENT WITH SOLEDAD VILLAGE CENTER, LLC, FOR THE SOLEDAD  
VILLAGE CENTER SUBDIVISION PROJECT ON NESTLES ROAD AND LOS  
COCHES DRIVE (APN 022-291-018)**

**WHEREAS**, Soledad Village Center, LLC ("Subdivider") is the subdivider of a commercial shopping center designated as the Soledad Village Center, LLC for the Soledad Village Center Subdivision Project Located on Nestles Road and Los Coches Drive (APN 022-291-018), City of Soledad, California; and

**WHEREAS**, Subdivider has prepared a Final Map for the Project and has submitted the same to the City for approval and recordation; and

**WHEREAS**, Subdivision Improvement Plans for the Project have been prepared by Subdivider and are pending approval by the Planning Director, Public Works Director and City Engineer; and

**WHEREAS**, execution of a Subdivision Improvement Agreement is a requirement imposed by relevant Subdivision Map law and is a prerequisite to the recordation of the Soledad Village Center Final Map.

**NOW THEREFORE, BE IT HEREBY RESOLVED**, by the City Council of the City of Soledad as follows:

**Section 1.** That the City Council hereby approves in substantial form and substance the "Agreement - Subdivision Improvements- Soledad Village Center Subdivision Project Located on Nestles Road and Los Coches Drive (APN 022-291-018), City of Soledad, California," ("Soledad Village Center SIA") a copy of which is attached hereto and marked as Exhibit "A," and by reference made a part hereof. The final form of said document shall be approved by the City Attorney and City Manager.

**Section 2.** Once that the City Engineer, Planning Director, and Public Works Director have reviewed the Improvement Plans for the Soledad Village Center Subdivision Project, and it has been determined that said plans are in compliance with the Subdivision Map Act, the Soledad Municipal Code and Conditions of Approval established for the Soledad Village Center, the Mayor is authorized to execute the final form of the Soledad Village Center SIA on behalf of the City of Soledad.

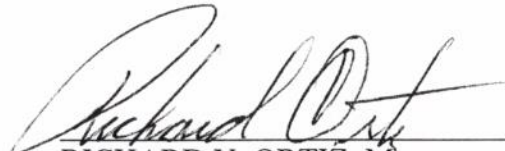
**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Soledad duly held on the 20<sup>th</sup> day of June, 2007, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Pat Stephens, Mayor Richard Ortiz

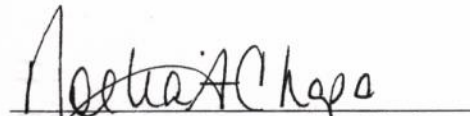
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmember: Mayor Pro Tem Christopher Bourke

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
NOELIA F. CHAPA, City Clerk

**RECORDING REQUESTED BY:**

Chicago Title Company

**AND WHEN RECORDED MAIL TO**

Soledad Village Center, L. P., a California  
Limited Partnership  
3 Quail Circle Run  
Salinas, CA 93906

Recorded at the Request of  
**CHICAGO TITLE**

**JUL 19 2007**

Time: 1:31 PM  
Series # 2007051063

**Escrow No.:** 05-52102542-CW

**Locate No.:** CACTI7727-7727-4521-0052102542

**Title No.:** 05-52102542-JF

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Agreement

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION**  
(Additional recording fee applies)

## AGREEMENT

### Subdivision Improvements – Soledad Village Shopping Center Project

THIS AGREEMENT is made by and between the City of Soledad, a municipal corporation of the State of California, hereinafter called CITY, and Soledad Village Center L.P., a California limited partnership, hereinafter referred to as DEVELOPER.

### RECITALS

- A. CITY, by City Council Resolution No. 3948, dated April 4, 2007 and the Soledad Redevelopment Agency by Resolution No. 304, dated April 4, 2007, approved a tentative subdivision map for the Soledad Village Project ("the Project"), subject to certain conditions, including the construction of certain public Improvements; and on June 6, 2007 the City Council adopted Resolution No. 4020, and the Redevelopment Agency adopted Resolution No. 307 conditionally approving an amended tentative subdivision map for the Soledad Village Shopping Center Project (collectively, the "TSM Approvals"), subject to 48 conditions of approval (the "TSM Conditions").
- B. DEVELOPER is the owner of the Project.
- C. DEVELOPER has filed with the City Clerk of CITY, for presentation to the City Council for approval; a final subdivision map for the Project entitled "Soledad Village Shopping Center."
- D. Improvement Plans for the Project have been submitted to CITY and approved by the Community Development Director, Public Works Director, and City Engineer.
- E. DEVELOPER has requested approval and recordation of the final map for the Project prior to the construction of the improvements referenced above.
- F. In accordance with TSM Condition Number 4, CITY and DEVELOPER have agreed to execute a Subdivision Improvement Agreement for the orderly installation of subdivision public Improvements.
- G. DEVELOPER and CITY have agreed to execute this Agreement, and approve and record the final map, prior to the completion, approval, execution and recordation of a Development Agreement. The parties, and all successors and assigns, are bound by TSM Condition Number 47 to complete and record the Development Agreement within ninety (90) days of the recordation of the final map.

## AGREEMENT

Therefore, in consideration of the recitals set forth above 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.** DEVELOPER will do and perform, or cause to be done and performed, at DEVELOPER'S 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 of CITY, all of the public improvements set forth in the Improvement Plans for the Project, as set forth in Attachment A attached hereto and incorporated herein as part of this Agreement ("the Improvements").

DEVELOPER 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 approved improvement plans and specifications, map conditions, mitigation monitoring plan and any subsequently approved development agreement, or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete the work in a manner consistent with approved plans, all at DEVELOPER'S expense (subject to fee credits and reimbursements as provided in the Development Agreement). All 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.

DEVELOPER shall also be responsible for assuring that any contractor(s) or sub-contractor(s) used in the installation, construction or completion of the Improvements referenced herein, are acting in compliance with the City's "Business Licenses Taxes" ordinance, as set forth in Soledad Municipal Code Chapter 5.04.

2. **Work to Conform to Engineer's Requirements.** DEVELOPER has the responsibility of providing the design and improvement of the Project and has submitted plans for the construction of all Improvements, which are incorporated herein and made a part hereof by this reference. These plans have been reviewed by the responsible departments and approved as meeting CITY standards. However, CITY has not made an independent investigation of the job site, soils conditions and other conditions, which might affect the design, and construction of Improvements. It is the responsibility of DEVELOPER to design and construct all required Improvements in such a manner as to insure reasonable accomplishment of their purposes. In the event that job conditions require changes in the approved plans, a request for such deviation must be submitted in writing by DEVELOPER'S engineer for approval by the City Engineer, no deviation from such plans will be allowed without such approval.

3. **Time of Commencement and Completion of Work.** The Improvements shall be constructed in building stages as follows:

- |          |   |
|----------|---|
| Stage I  | Parcel 1 (Buildings A, B and C – Retail & Office)<br>Parcel 2 (Movie Theatre)<br>Parcel 3 (Building D – Retail)<br>Parcel 5 (Hotel)                                       |
| Stage II | Parcel 4 (Buildings E & F – Retail & Office)<br>Parcel 6 (Building G 1 & 2 – Retail & Office)<br>Parcel 7 (Building J - Restaurant)<br>Parcel 8 (Building H – Restaurant) |

DEVELOPER shall commence construction of the public improvements for Stage I of the Project by April 30, 2008, and shall complete construction of the public improvements for Stage I within three hundred sixty-five (365) days thereafter. DEVELOPER shall commence construction of the public improvements for Stage II in such order and at such times as spaces within that stage are leased or sold, provided, however, that DEVELOPER shall complete construction of the public improvements for the entirety of the Project within seventy-two (72) months following commencement of construction.

DEVELOPER shall notify the City Engineer at least two working days (48 hours) in advance of:

1. The date work is commenced;
2. Work stoppage of more than one day;
3. Completion of the required Improvements.

Notwithstanding, the City Engineer may waive the 48-hour notification requirements in instances in which he/she determines that such notice was not necessary or possible. (e.g., unexpected inclement weather). All work must be conducted between the hours of 7:00 a.m. and 7:00 p.m., Monday-Friday, and between the hours of 8:00 a.m. and 6:00 p.m. on Saturdays. Work on Sundays and holidays is prohibited.

Any inspection services for work performed by DEVELOPER's contractors or subcontractors which has not been previously scheduled will be charged at double the normal inspection rate. Alternatively, DEVELOPER and CITY may agree to terms and conditions relating to all 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 therefor, the City Council of CITY may extend the time for completion of the Improvements hereunder. DEVELOPER's obligation to commence construction of Stage 1 shall be extended by a term mutually agreeable to the parties in the event the Soledad Redevelopment Agency does not acquire Parcel 2 by September 30, 2007. Any such extension may be granted without notice to

the DEVELOPER'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 DEVELOPER to an extension.

Any request for extension of any commencement and completion date shall be in writing, shall fully state the facts and grounds relied upon for said extension and shall be delivered to CITY in the manner hereinafter specified for service of notices. Extensions shall be granted in writing and any purported oral extension or purported oral agreement to make an extension shall not be valid for any purpose whatsoever.

In the event it is deemed necessary by the CITY to extend the time of commencement or completion of the work to be done under this Agreement beyond the dates specified herein, such extension shall in no way release any guarantee given by DEVELOPER pursuant to this Agreement, or relieve or release those providing improvement security pursuant to this Agreement. The sureties in executing the bonds shall be deemed to stipulate and agree that no change, extension of time, alteration or addition to the term of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on the bond, and to waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

The granting of any extension may be conditioned upon DEVELOPER providing CITY with increased inspection fees and new or amended surety bonds or security in amounts increased to reflect increases in the cost of constructing the required Improvements that have occurred prior to the granting of the extension, and the cost of additional inspection services.

5. **Repairs and Replacements.** DEVELOPER 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 DEVELOPER shall replace, or have replaced, or repair, or have repaired, as the case may be, the entire cost of replacement or repair of any and all property damaged or destroyed by reason of any work done hereunder, including but not limited to all curbs and gutters installed in the Project, 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 performed in accordance with applicable City design and/or construction specifications and subject to approval of the City Engineer.

6. **Coordination of Improvement Completion With Issuance of Building Permits and Certificates of Occupancy.** Developer has indicated its desire to commence with the construction of Project concurrent with the installation and construction of the Improvements referenced herein. The following standards and requirements shall apply to the development and construction of the Project, herein.

- (a) Building permits may be issued for any lot provided that such lot has fire protection, all weather surface access, and a certified building pad.
- (b) All Improvements (including, but not limited to, paving, curbs, gutters, sidewalks, street lights, underground utilities, storm drains) necessary to serve a given Stage or Stages, whether located within or outside of said Stage or Stages, must be complete and functioning prior to issuance of occupancy permits.
- (c) All permanent offsite sewer and water facilities and temporary storm facilities, necessary for normal and safe operation, shall be connected to existing facilities and deemed complete and functional for permanent and temporary use by the City Engineer prior to the issuance of occupancy permits.
- (d) Prior to occupancy of any buildings to be developed within a Building Stage of the Project, the following work must be substantially complete and inspected with respect to that Building Stage:
  - 1. Construction of the public improvements necessary to serve that Building Stage shall have been substantially completed.
  - 2. All landscaping must be substantially installed as shown on approved landscaping plans, except that CITY may authorize that installation of landscaping be deferred when necessary to ensure it is not damaged by construction of improvements or buildings (TSM Condition 37[c]). Developer must submit landscape plans for approval by the Community Development Director and the Public Works Director prior to issuance of building permits.
  - 3. Mail drop-off boxes, as approved by the City and Postal Service, must be installed.
  - 4. The street address for each building/store shall be painted above the front door to the satisfaction of the Fire Marshal.
  - 5. The street trees, landscaping and fencing must be installed in accordance with applicable approved plans.
  - 6. All street and traffic control signs shall be installed prior to occupancy of any building.
  - 7. All street lighting shall be operational and functioning.

- (e) Building Official shall have the discretion to issue a temporary certificate of occupancy ("TCO") for any store in which a portion of the above-referenced work, unrelated to health and safety concerns, remains uncompleted. In all such instances, DEVELOPER shall be required to provide the Building Official with a proposed written schedule for the completion of such Improvements prior to the issuance of the TCO.
- (f) All installation requirements set forth in the "Development Agreement" between the City of Soledad and Shaw Development, Inc. Soledad Village Center, L.P. must be met.

7. **Permits; Compliance with Law.** DEVELOPER shall, at DEVELOPER'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. **Supervision by DEVELOPER.** DEVELOPER shall have a competent foreman or superintendent present at the work site at all times during construction, with authority to act for DEVELOPER.

9. **Inspection by City.** DEVELOPER 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. CITY's inspection costs shall be borne by DEVELOPER, and DEVELOPER is obligated to deposit and maintain a Reimbursement Account, pursuant to the terms of the Tentative Map Standard Condition Number 5, to pay for all such costs. CITY may reject defective work and require its repair, replacement, or removal by DEVELOPER all at no expense to CITY. All work shall meet the standards adopted or in current use by CITY, and otherwise shall conform to the attached plans and specifications.

10. **Site Maintenance; Deposits.** At all times during the construction period, DEVELOPER 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 person, within or without the Project. Upon the execution of this Agreement, DEVELOPER shall pay to CITY the sum of \$5,000 as a deposit to insure compliance with this requirement. If at any time the City Engineer, in his/her sole judgment finds that such measures have not been taken, or that measures taken are incomplete or inadequate, he shall so notify DEVELOPER, either verbally or in writing, and DEVELOPER shall forthwith take corrective action as directed by the City Engineer. Upon the failure of DEVELOPER to take, and thereafter diligently pursue, such corrective action as specified in said notice, CITY may have the necessary work performed at DEVELOPER'S expense and may utilize the funds deposited hereunder by DEVELOPER for that purpose; all of the deposited funds not so utilized by CITY shall be refunded to DEVELOPER 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, DEVELOPER agrees to pay to CITY the amount of any such deficiency, on demand.

11. **Encroachment Permit.** DEVELOPER shall obtain an encroachment permit from the CITY before the commencement of any excavation/encroachment in, on, or under the surface of any existing public street, lane, alley, sidewalk, or other public place. DEVELOPER further agrees to notify the Public Works Director at least two days (48 hours) in advance of the exact date and time when the proposed excavation/encroachment is to commence.

12. **Street Lighting.** DEVELOPER agrees that it will, at its own expense, install street lighting facilities, including, but not limited to photometric electroliers and luminaries as shown on the Improvement Plans, in accordance with all laws, codes, rules and regulations of governmental authorities applicable to such work. Said installation shall include underground wiring circuits and electrical service equipment. City shall require the developer of the property fronting on the eastwest side of Nestles Road, upon its development, to reimburse DEVELOPER for its "fair share" of the cost of the installation of street lights on the east side of Nestles Road. Said "fair share" shall be determined by CITY.

13. **Curb Marking of Utilities.** DEVELOPER shall cause the location of water and sewer laterals serving each parcel within the Project 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: General Requirements.** DEVELOPER shall, at its own expense, install landscaping and street trees within the Project in accordance with landscaping plans to be prepared by DEVELOPER and approved by the Planning Department and Public Works Department of CITY. Landscaping within the public areas of the subdivision, other than the street trees, shall be installed by DEVELOPER according to the approved landscape plan after the completion of street and utility Improvements, and maintained by DEVELOPER until acceptance by the City of inclusion in an appropriate maintenance district. The landscaping shall be installed prior to occupancy of Project, except that CITY may authorize that installation of landscaping be deferred when necessary to ensure it is not damaged by construction of improvements or buildings (TSM Condition Number 37[c]). Landscaping shall utilize low water "xeriscape" landscaping as defined by the City's "Mandatory Water Conservation Regulations" Ordinance. Street trees shall be installed by DEVELOPER on the right-of-way within the Project prior to occupancy, in locations and in accordance with any timetable subsequently approved by CITY. Care, maintenance, and replacement where necessary of such trees shall be the responsibility of DEVELOPER for the life of the Project.

The declaration of covenants, conditions and restrictions or reciprocal easement agreement to be recorded with the final map for the Project shall include a covenant (a) requiring owner to water, care for, maintain, and replace when necessary each street tree installed, at said owner's expense; (b) providing that said covenant may be enforced by

the City of Soledad; (c) providing that upon the failure of owner to do any such work, after receipt of written notice to do so from the City, the City may perform the work at the expense of the owner, and the cost thereof shall constitute a debt from the owner to the City; and (d) providing that the City shall have a lien upon the owner's lot as security for the payment of such indebtedness.

15. **Off-site Improvements.** In accordance with approved improvement plans, DEVELOPER is required to install, construct, or utilize off-site traffic, sewer, water and drainage Improvements to serve the Project. DEVELOPER shall be responsible for the operational costs, maintenance, and where required, removal of all off-site temporary traffic and drainage Improvements.

All off-site improvements required by the TSM Conditions shall be designed, installed and paid for as follows:

- (i) Designed, installed and paid for directly by DEVELOPER without credit or reimbursement:
  - a. Off-site storm drainage (TSM Condition 19)
  - b. Off-site sanitary sewer (TSM Condition Number 21)
  - c. Dedicate and improve Nestles Road (TSM Number Condition 22) subject to special provisions.
  - d. Striping and signing of Nestles Road and Los Coches Road (TSM Condition Number 26)
  - e. Improve a typical 46-foot wide public right-of-way section for Nestles Road along the project frontage to include the following: 25-foot curb-to-curb pavement width, 10-foot wide sidewalk/planter strip along the project site frontage and a 4-foot sidewalk along residential properties on the west side, and 5-foot landscaped strip (with screening) separating sidewalk from street. In addition, a left-turn lane shall be provided at the entrance road between Parcels 6 and 7. Required landscaped strip may be reduced approximately two feet along the property line of the most southerly residence on Nestles Road to allow for adequate setback between said residence and right-of-way. Improvement may terminate approximately 40 feet before the southerly property line; bollards shall be provided at the said terminus; and DEVELOPER shall landscape the section between terminus and the southerly property line and maintain said landscaping. In the event the DEVELOPER is unable to acquire all or a portion of the off-site right-of-way as specified herein, improvements along the affected residential frontage shall be limited to 8-feet of additional pavement.

- (ii) Paid directly by DEVELOPER to CITY, a portion of which shall be subject Traffic Fee Ordinance credit or reimbursement, for CITY construction of the following:
- a. Improvement plans and installation of temporary all-way stop signs, as authorized by CalTrans, at two (2) intersections (Front Street/Oak Street, and Front Street/Highway 101 Southbound On-ramp/Nestles Road).
  - b. Warrant studies, improvement plans and funding for signalization and restriping, as authorized by CalTrans, of four (4) intersections (Front Street/Oak Street, Front Street/East Street, Front Street/Highway 101 Northbound Off-ramp/Hector de la Rosa Street, and Front Street/Highway 101 Southbound On-ramp/Nestles Road) (TSM Condition 26).
  - c. DEVELOPER shall pay CITY for the cost of the improvements set forth in sub-sections a. and b. as said improvements are completed and CITY invoices DEVELOPER for the actual costs of the completed improvements. All payments shall be made within thirty (30) days of invoicing.
  - d. DEVELOPER shall receive credit against Project Traffic Impact Fees for its actual costs, including interest, for the design and installation of the improvements set forth in sub-sections a. and b. above, minus its fair share of the actual construction costs of signalization of the four (4) intersections described in sub-section b. above, over the amount budgeted in the approved Traffic Fee Ordinance (\$125,000 per signalized intersection). Said credit may be applied at DEVELOPER's option, and upon DEVELOPER's written authorization, against Traffic Impact Fees for any building in the Project. If said credits are less than the total Traffic Impact Fees for the full buildout of the Project, applicants for building permits within the Project shall pay Traffic Impact Fees in accordance with the Traffic Fee Ordinance when said credits have been fully used. If said credits exceed the total Traffic Impact Fees for the full buildout of the Project, upon the issuance of the building permit for the final building in the Project, CITY shall reimburse DEVELOPER the difference between the total amount of the credits computed as above, and the total amount of Traffic Impact Fees incurred for the full buildout of the Project.

16. **Fire Hydrants.** DEVELOPER shall, at its own expense, install and paint fire hydrants throughout the Project at locations not more than 500 feet apart as approved by the Public Works Director and the Chief of the Fire Department.

17. **Street and Traffic Control Signs.** DEVELOPER shall meet the intent for safe circulation within the Project and shall conform to CITY requirements in that respect. DEVELOPER shall also, at its own expense, install traffic control signs within the Project as designated by Public Works Director and the Chief of Police, which shall conform to the requirements of CITY and of the State Vehicle Code. All street and traffic control signs shall be installed prior to occupancy of any building in the Project.

18. **Utilities.** DEVELOPER shall, at its own expense, cause all utilities on the project site and associated with the proposed Project, including gas, electrical, telephone and Cable TV to be placed underground. Electrical transformers will be pad mounted, above ground.

19. **Contract Security.** Concurrent with the execution of this Agreement DEVELOPER shall furnish to CITY:

a. A corporate surety bond, set-aside letter or other instrument of credit as provided in Section 66499(a) of the Subdivision Map Act in an amount equal to at least one hundred percent (100%) of the estimated cost of construction of all public Improvements within and adjacent to the Project as shown in Attachment "A", to be installed pursuant to this Agreement, as determined by the City Engineer, as security for the faithful performance of DEVELOPER'S obligations under this Agreement. An additional 10% of the estimated cost of the construction of Improvements shall be added to this sum for costs and reasonable expenses and fees, including attorneys' and experts' fees, incurred in enforcing the secured obligation.

b. A corporate surety bond, set-aside letter or other instrument of credit as provided in Section 66499(a) of the Subdivision Map Act in an amount equal to at least fifty percent (50%) of the estimated cost of construction of all public Improvements within and adjacent to the Project as shown in Attachment "A", 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. An additional 10% of the estimated cost of the construction and Improvements shall be added to this sum for costs and reasonable expenses and fees, including attorneys' and experts' fees, incurred in enforcing the secured obligation.

The aforesaid bonds, set-aside letters or other instruments of credit shall be in the form prescribed by Sections 66499.1 and 66499.2, respectively, of the Government Code. DEVELOPER may be given credit for bonds submitted for work to be performed pursuant to the terms of any Underground Utilities Agreement.

20. **Release of Security.** Upon completion of the Improvements required for the Project, as described in Attachment A, DEVELOPER shall comply with Section 3093 of

the Civil Code and shall forthwith deliver to the City Engineer a copy of the Notice of Completion bearing a certification of recordation by the County Recorder.

CITY shall not be required to either exonerate any surety nor release any security relating to the satisfactory completion of the Improvements until acceptance of the Improvements by CITY in the case of dedicated Improvements or in the case of Improvements which will not be dedicated and accepted by CITY until DEVELOPER has submitted certification by a registered civil engineer that the improvement work has been constructed in accordance with the approved plans and specifications and the Improvements have passed any final inspections required by the responsible department. In addition, release of security and exoneration of sureties will be predicated upon the receipt of maintenance and/or warranty agreements and surety therefore, in an amount not less than 10% of the engineer's estimate of improvement costs.

With respect to street trees, CITY and DEVELOPER agree that in the event street trees have not been installed at the time all other Improvements have been completed, the CITY may defer acceptance of street trees. A separate warranty period shall commence upon the acceptance of said Improvements. CITY retains the right to withhold the issuance of certificates of occupancy within the subdivision until street trees have been installed and accepted. Notwithstanding, the Building Official shall have the discretion to issue a temporary certificate of occupancy ("TCO") for the Project, prior to the installation and acceptance of street trees.

Security given to secure payment to the DEVELOPER, sub-contractors, and to persons furnishing labor, materials, or equipment may, five days after passage of the time within which claims or lien are required to be recorded pursuant to Section 3114 et seq. of the Civil Code and after all conditions set forth in the paragraph above have been met, be reduced to an amount equal to the amounts of all claims therefrom filed and of which notice has been given to CITY. The balance of the security shall be released upon settlement of all such claims and obligations for which the security was given.

CITY shall not be required to either exonerate any surety or release any security relating to monumenting until DEVELOPER has presented to CITY evidence that the cost of monumenting has been paid and that the Engineer doing such work has receipted for such payment.

21. **Hold-Harmless Agreement.** DEVELOPER hereby agrees to, and shall, hold CITY, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability or costs (including legal fees and costs) for damage or claims for damage for personal injury, including death, as well as from claims for property damage, or for fees, costs or penalties that may arise directly or indirectly from the alleged failure to comply with State labor and contract code provisions, which may arise from DEVELOPER'S or from DEVELOPER'S contractors', sub-contractors', agents', or employees' operations under this Agreement, whether such operations be by DEVELOPER or by any of DEVELOPER's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, DEVELOPER or

any of DEVELOPER's contractors or subcontractors. DEVELOPER 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 from 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 DEVELOPER which it may have reason of the aforesaid hold-harmless agreement, because of the acceptance by CITY, or by the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 22 hereof.
- b. That the aforesaid hold-harmless agreement by DEVELOPER 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.

22. **Developer's Insurance.** DEVELOPER shall not commence work under this Agreement until DEVELOPER shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and amount, nor shall DEVELOPER allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the final acceptance thereof by CITY. 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) **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
  1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)
  2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
  3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

- (b) Minimum Limits of Insurance. DEVELOPER shall maintain limits no less than:
1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury or property damage. If commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the require occurrence limit.
  2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials and employees; or the DEVELOPER shall procure a bond or other form of acceptable security guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage.
    - a. The CITY, its officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the DEVELOPER; products and completed operations of the DEVELOPER, premises owned, occupied or used by the DEVELOPER, or automobiles owned, leased, hired or borrowed by the DEVELOPER. The coverage shall contain no special limitations on the scope of the protection afforded to the CITY, its officers, officials, employees or volunteers.
    - b. The DEVELOPER's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees

or volunteers shall be in excess of the DEVELOPER's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- d. The DEVELOPER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from work performed by the DEVELOPER for the CITY.

3. All Coverage.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

- (e) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A: VII.
- (f) Verification of Coverage. DEVELOPER shall furnish CITY all applicable insurance binders and certificates of insurance with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.
- (g) Subcontractors. DEVELOPER and/or DEVELOPER's general contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

In the event that any of the aforesaid insurance policies provided for in this section 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, DEVELOPER and any contractor or subcontractor performing work covered by this Agreement.

23. **Title to Improvements.** Title to, and ownership of, all Improvements constructed hereunder by DEVELOPER and dedicated to CITY shall vest absolutely in CITY, upon completion and acceptance of such Improvements by CITY. DEVELOPER shall pay the cost of, and deliver to CITY, prior to acceptance of any dedication by CITY, a policy or policies of title insurance satisfactory to CITY's title to all real property dedicated to CITY by DEVELOPER.

In the event that either the Improvements are not complete to the satisfaction of CITY or the monumenting work is not completed within the time specified by this Agreement, or any duly executed extension thereof, CITY in addition to any other remedy at law or equity, may complete such work with its own forces or by contract. In the event of such default by DEVELOPER and CITY's subsequent undertaking, DEVELOPER and any person, firm, partnership, entity, corporation, or association claiming any interest in the real property hereinabove described and each of the shall totally reimburse CITY. Such obligation or reimbursement shall be limited to the actual cost of completion, including administrative costs.

24. **Dedications of Real Property.**

(a) Except as provided in sub-Section (b) of this Section 24, all transactions necessary to effectuate DEVELOPER'S dedication to CITY of real property as set forth in the Tentative Map Approvals, any subsequently approved Development Agreement and in relevant maps and plans, including an offer of dedication of all such real property and Improvements and relevant actions as necessary to acquire title to said property, must be completed prior to the issuance of building permits.

(b) In the event that DEVELOPER is unable to acquire all or a portion of the off-site right-of-way for the expansion of Nestles Road as provided in TSM Condition 22(a), building permits for the Project shall be issued if DEVELOPER provides written evidence documenting efforts to acquire said off-site land to the satisfaction of the CITY. In this event, DEVELOPER shall dedicate a 35-foot right-of-way for the street dedication area along that section of Nestles Road where off-site right-of-way could not be acquired.

(c) CITY agrees that upon DEVELOPER's completion of construction of public right-of-way Improvements, confirmation through inspection that said Improvements meet City standards and specifications, and the completion of the construction of Stage 1 of the Subdivision Project, City will accept the Improvements into the City's road system.

(d) Upon completion of construction, the public portions of the water system (the water main line that is looped or connected between Los Coches Drive and Nestles

Road, as shown in Attachment "A"), shall be surveyed by DEVELOPER at DEVELOPER's cost. Thereafter, DEVELOPER will dedicate this water main (looped line) and related City-required maintenance and access easements to CITY.

25. **Repair or Reconstruction of Defective Work.** Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, DEVELOPER guarantees all work executed by DEVELOPER and/or DEVELOPER's agents, and all supplies, materials, including street trees and landscaping, and devices or whatsoever nature incorporated in, or attached to the work, or otherwise delivered to CITY as a part of the public Improvements work pursuant to the Agreement, to be free of all defects of workmanship and materials for a period of one year after initial acceptance of the entire work by CITY. Upon acceptance of any subdivision Improvements by the City Council, DEVELOPER will provide security to guarantee the Improvements throughout a one-year warranty period. The cost of the warranty security for accepted Improvements shall not be less than 10% of the cost of construction of the Improvements, and shall be retained for the one-year warranty period.

DEVELOPER shall repair or replace any or all such work or material, together with all or any other work or materials which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to CITY. DEVELOPER further covenants and agrees that when defects in design, workmanship and materials actually appear during the guarantee period, and have been corrected, the guarantee period with respect to such repairs only shall automatically be extended for an additional year to insure that such defects have actually been corrected.

In the event the DEVELOPER shall fail to comply with the conditions of the foregoing guarantee within thirty- (30) days time, after being notified of the defect in writing, CITY shall have the right, but shall not be obligated, to repair or obtain the repair of the defect, and DEVELOPER shall pay to CITY on demand all costs and expenses of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, CITY shall have the right to immediately repair, or cause to be repaired, such defect, and DEVELOPER shall pay to CITY on demand all costs and expense of such repair. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of CITY.

If CITY, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, DEVELOPER shall pay, in addition to actual costs and expenses of such repair or work, one hundred percent (100%) of the City's administrative costs, including attorneys' fees if necessary, plus interest at the maximum rate of interest permitted by law accruing sixty (60) days from the date of billing for such work or repairs.

It is the intention of the parties hereto that this Agreement bind themselves, their heirs, assigns, and successors in interest for the obligation to run with the land. DEVELOPER acknowledges that if construction of the required improvement is not made in accordance with the terms of this agreement, CITY may, in addition to any other remedy at law or equity or in this Agreement, withhold building and zoning permits until the Improvements have been satisfactorily completed. Building and zoning permits include, but are not limited to, certificates of occupancy for all lots not completed within the Project. During the life of this Agreement, DEVELOPER hereby agrees to notify CITY MANAGER prior to the event of sale or transfer of ownership of any part of this project.

26. **Enforced Delay; Extension of Time of Performance.** In addition to other specific provisions of this Agreement, it is agreed that performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, severe rain or other inclement weather, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, litigation, or similar causes beyond the control of the performing party.

27. **DEVELOPER Not Agent of CITY.** Neither DEVELOPER nor any of DEVELOPER's agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER's obligations under this Agreement.

28. **Notice of Breach and Default.** If DEVELOPER 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 DEVELOPER should be adjudged as bankrupt, or DEVELOPER should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed in the event of DEVELOPER's insolvency, or if DEVELOPER, or any of DEVELOPER's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the City Council may serve written notice upon DEVELOPER and DEVELOPER's surety of the breach of this Agreement, or any portion thereof, and of the default of DEVELOPER.

29. **Breach of Agreement; Performance by Surety or CITY.** In the event of any such notice, DEVELOPER'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 fifteen (15) 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 thirty (30) 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 DEVELOPER, and DEVELOPER'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 DEVELOPER as may be on the site of the work and necessary therefor.

In the event DEVELOPER chooses not to use a surety, but rather, provides security for the involved Improvements by way of an agreed-upon set-aside letter or similar document, CITY shall have all rights afforded therein with respect to the completion of the Improvements should DEVELOPER refuse or fail to obtain prosecution of the same.

30. **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 Manager  
City of Soledad  
248 Main Street  
P. O. Box 156  
Soledad, CA 93960

The address for notices to be sent to DEVELOPER hereunder shall be as shown below DEVELOPER'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 representative 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 DEVELOPER. 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.

31. **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. DEVELOPER shall have the duty and responsibility of providing any prospective successor assignee with a copy of this Agreement.

32. **Reimbursement for Costs.** DEVELOPER shall reimburse CITY for all engineering, inspection, legal and administrative costs incurred by the CITY in connection with the work to be performed pursuant to this Agreement, including expenses incurred through the use of outside consultants when necessary. All such reimbursement shall be financed through, and subject to the same terms and conditions, as the "Reimbursement Account" established by Tentative Map Standard Condition Number 5.

33. **Compliance with GASB 34.** In order to assist CITY with compliance with GASB 34 Federal reporting requirements, DEVELOPER shall provide CITY with the following information for Improvements to be dedicated to CITY.

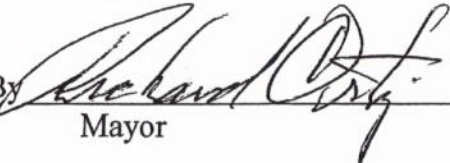
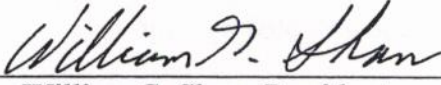
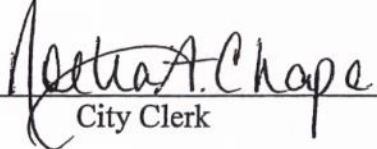
- **Water** Cost of pipeline installation broken down by pipe size and length. Itemized list of the Cost of all appurtenances including but not limited to: valves, hydrants, back flow preventers, pressure-reducing valves, valve, boxes, etc.
- **Storm Drain** Cost of pipeline installation broken down by pipe size and length. Itemized list of the Cost of all appurtenances including but not limited to: Manholes, Drain inlets, etc.
- **Sanitary Sewer Collection System** Cost of pipeline installation broken down by pipe size and length. Itemized list of the cost of all appurtenances including but not limited to: Manholes, Clean-outs, etc.
- **Street System** Cost of street Improvements itemized by street name and further broken down by cost of grading, base rock, paving, curb, gutter, handicap ramps, driveway depressions and sidewalk.
- **Landscaping Improvements** Itemized list of Improvements of Planting, irrigation, hardscape and equipment.
- **Lighting Improvements** Itemized list of the cost of lighting Improvements to be accepted by City.

34. **Performance of Related Agreements and Responsibilities.** DEVELOPER and CITY expressly recognize that numerous provisions of this Agreement require DEVELOPER to undertake specific action, obtain specific approvals, and provide specific documentation or information. DEVELOPER agrees that all such requirements, as specified in this Agreement, as well as all duties and responsibilities established in the Mitigation Monitoring Plan and Development Agreement for the Soledad Village Project will be met to CITY's satisfaction.

35. **Timing of Development Agreement and Conveyance of Parcels.** In light of the fact that this Agreement and the related Final Subdivision Map are being processed prior to a Development Agreement for the Project, DEVELOPER hereby agrees that it shall not sell or convey title to any lot within the Project unless and until a Development Agreement has been approved, executed and recorded as required by TMC Number \_\_\_ and Chapter 4, Article 2.5 of the California Government Code (Section 65864 et seq.) Notwithstanding, CITY and Developer agree that DEVELOPER shall be permitted to convey title to Parcel 5 of the Project (the hotel site) prior to approval, execution and recordation of the Development Agreement upon satisfaction of the following conditions:

- (a) The form and content of the proposed Development Agreement shall have been approved by the City Attorney for CITY.
- (b) CITY shall have in its possession a copy of the proposed Development Agreement in the form approved by the City Attorney, and duly executed by DEVELOPER.
- (c) CITY shall have in its possession a certificate signed by the purchaser of Parcel 5 of the Project, in a form agreed to by the parties, acknowledging and agreeing that Parcel 5 shall be subject to the terms and provisions of the Development Agreement when approved, execute and recorded.

IN WITNESS WHEREOF, the said parties have executed this Agreement this \_\_\_ day of June, 2007.

CITY	DEVELOPER
CITY OF SOLEDAD A municipal corporation	SOLEDAD VILLAGE CENTER, L.P. A California limited partnership
By:  Mayor	By: SOLEDAD VILLAGE, INC. A California corporation
ATTEST	By:  William G. Shaw, President
 City Clerk	3 Quail Run Circle, Suite 103 Salinas, California 93907

978937\_3

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

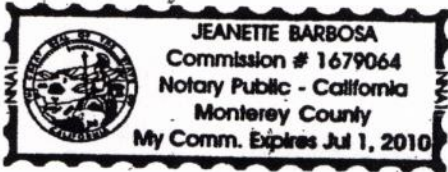
County of Monterey

On July 18, 2007 before me, Jeanette Barbosa, Notary Public

personally appeared Richard Ortiz

personally known to me

(or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Jeanette Barbosa  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Agreement sub. Improvements

Document Date: June 27, 2007 Number of Pages: 20

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Richard Ortiz

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Mayor



Signer Is Representing: City of Soledad

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Monterey

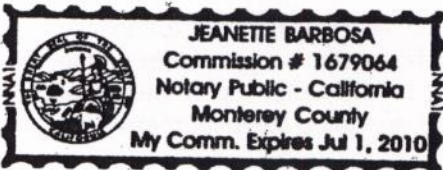
On July 18, 2007 before me, Jeanette Barbosa, Notary Public

personally appeared Noelia F. Chapa

personally known to me

(or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Jeanette Barbosa  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Agreement Sub. Improvements

Document Date: June 27, 2007 Number of Pages: 20

Signer(s) Other Than Named Above: Noelia F. Chapa

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Noelia F. Chapa

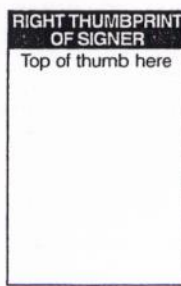
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: City Clerk



Signer Is Representing: City of Soledad

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

STATE OF California

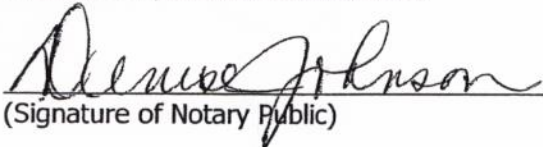
COUNTY OF Monterey

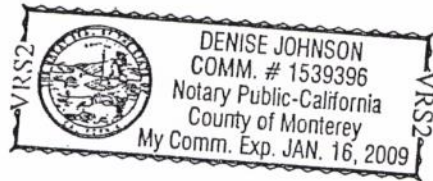
On July 17, 2007 before me, Denise Johnson  
(Name of Notary Public)

personally appeared William G. Shaw

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
(Signature of Notary Public)

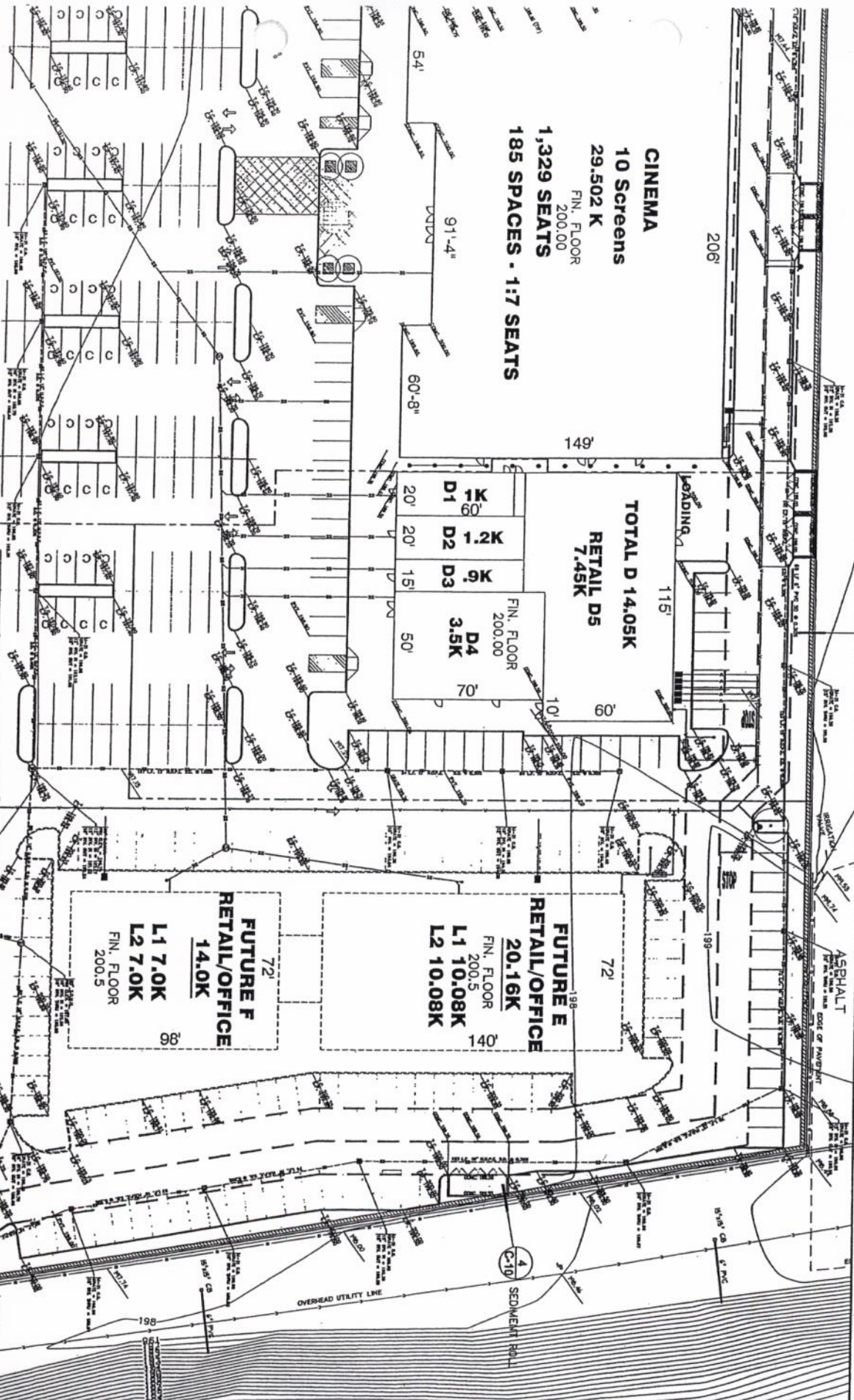


(This area for notarial seal)

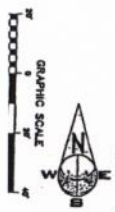








# SITE GRADING PLAN



<p><b>SOLEDAD VILLAGE CENTER</b>          PREPARED FOR:          SHAW DEVELOPMENT - SOLEDAD, CA</p>	<p><b>TUNSTALL ENGINEERING CONSULTANTS, INC.</b>          124 EAST ALJAL STREET          SALINAS CALIFORNIA 93901          (831) 758-2785 FAX (831) 758-2141</p>	<p><b>SOUTHEAST SITE GRADING &amp; DRAINAGE PLAN</b></p>	<p>REVISIONS</p>
<p>DESIGNED BY: BRT</p>	<p>DATE: 6/15/2007</p>	<p>CIVIL ENGINEERING - BUILDING DESIGN</p>	<p>DRAWN BY: D. MASSINGALE</p>

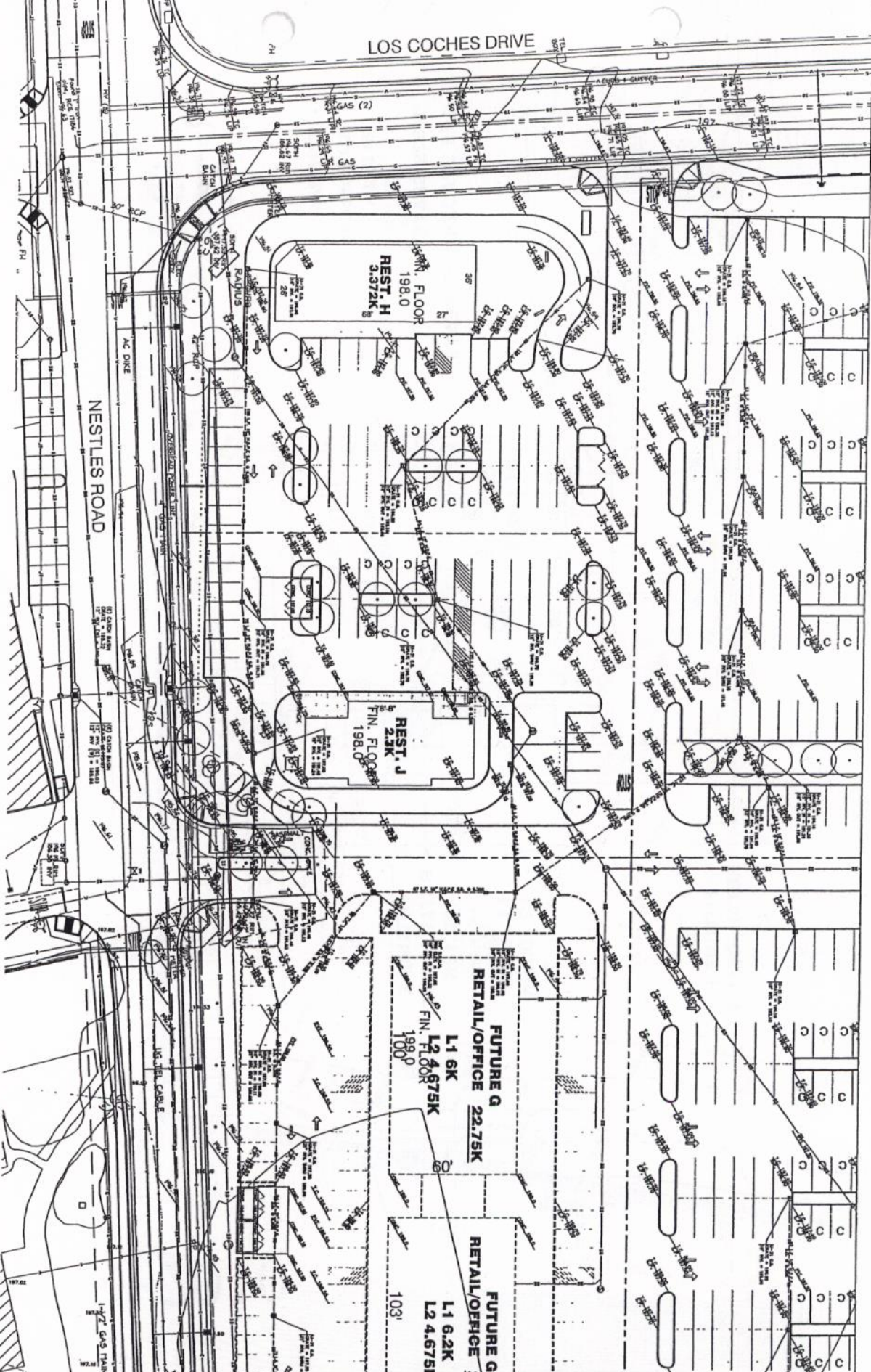
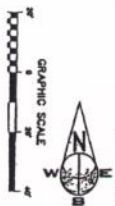
PROJECT NO. 04-15  
 SHEET NO.

LOS COCHES DRIVE

NESTLES ROAD

# SITE GRADING PLAN

1" = 20'-0"



**SOLEDAD VILLAGE CENTER**  
 PREPARED FOR:  
**SHAW DEVELOPMENT - SOLEDAD, CA**

**TUNSTALL ENGINEERING CONSULTANTS, INC.**  
 124 EAST ALisal STREET  
 SALINAS CALIFORNIA 93201  
 (831) 758-2783 FAX (831) 758-2141

**NORTHWEST SITE GRADING & DRAINAGE PLAN**

REVISIONS

PROJECT NO. **04-15**

DESIGNED BY: RYT

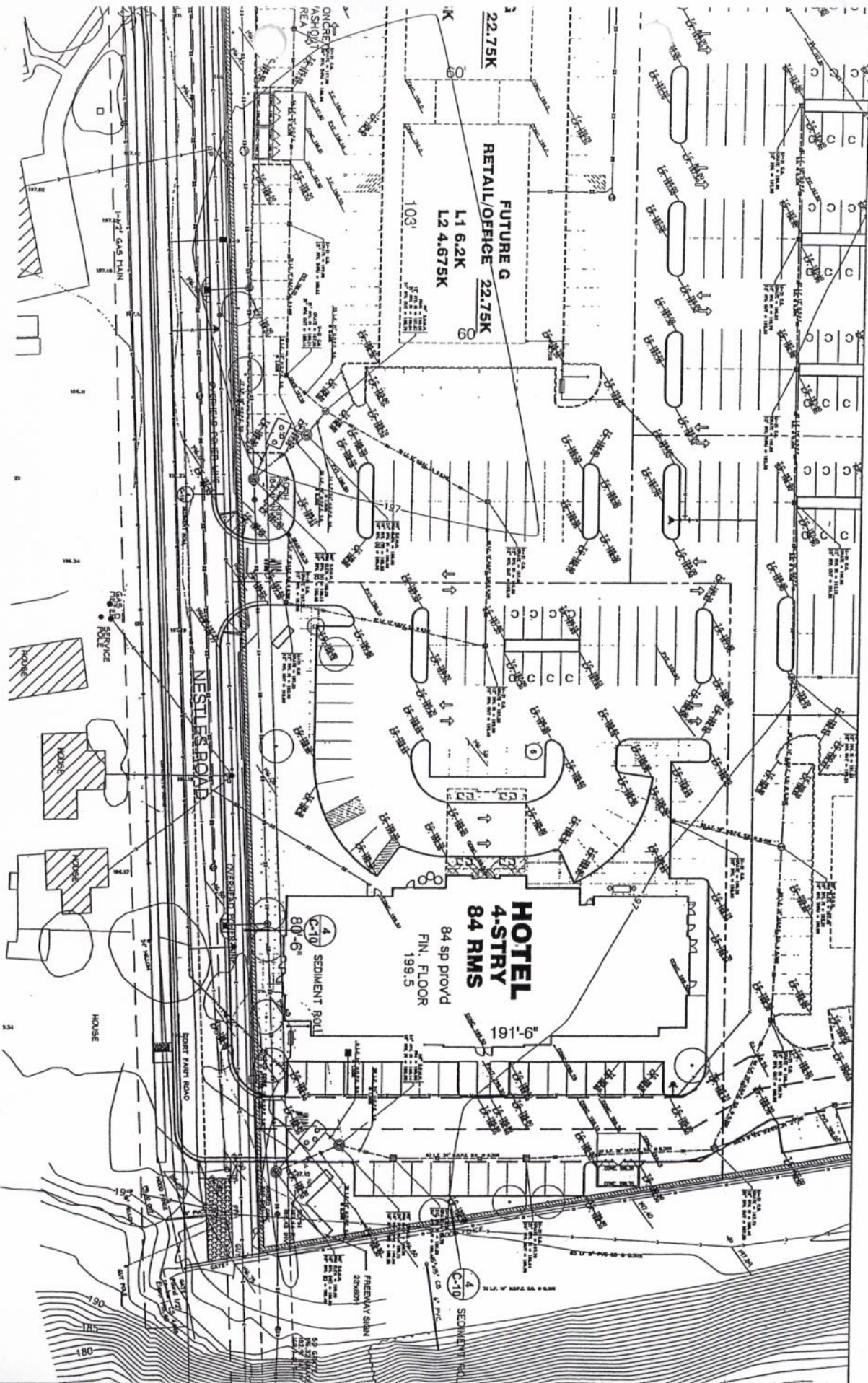
DATE: 6/15/2007

CIVIL ENGINEERING - BUILDING DESIGN

DRAWN BY: D. MASSINGALE

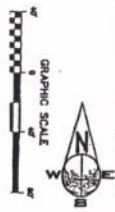
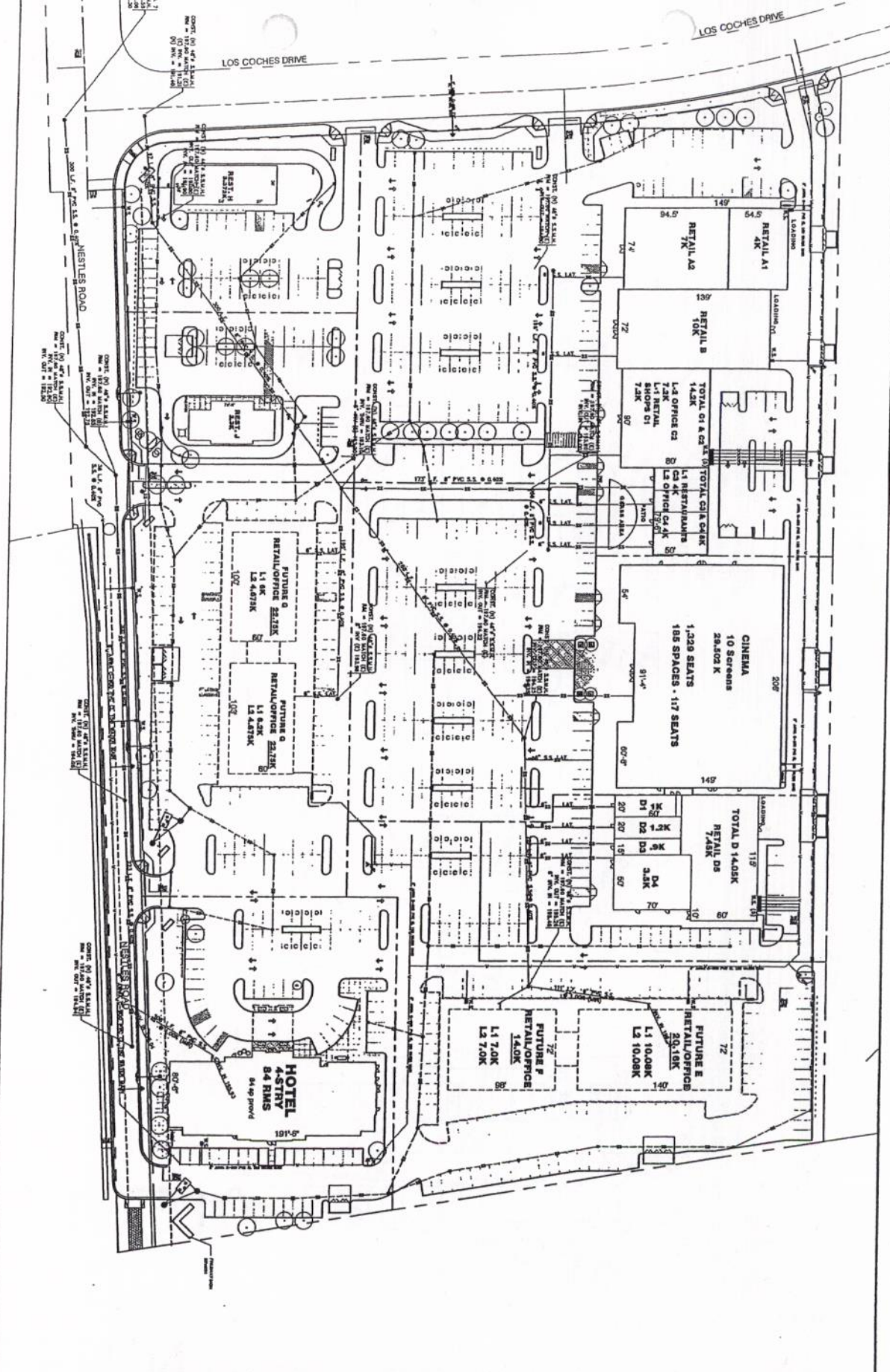
# SITE GRADING PLAN

1" = 20'-0"



<p><b>SOLEDAD VILLAGE CENTER</b>          PREPARED FOR:          SHAW DEVELOPMENT - SOLEDAD, CA</p>	<p><b>TUNSTALL ENGINEERING CONSULTANTS, INC.</b>          124 EAST ALVAL STREET          SALINAS CALIFORNIA 93901          (831) 758-2785 FAX (831) 758-2141</p>	<p><b>SOUTHWEST SITE GRADING &amp; DRAINAGE PLAN</b></p>	<p>REVISIONS</p>
<p>DESIGNED BY: ENT</p>	<p>DATE: 6/15/2007</p>	<p>CIVIL ENGINEERING - BUILDING DESIGN</p>	<p>DRAWN BY: D. MASSOGALE</p>

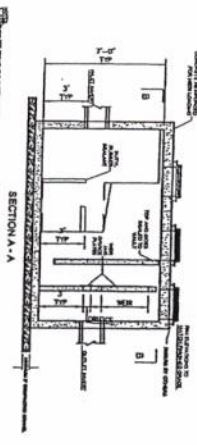
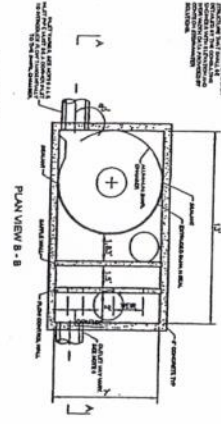
# SITE UTILITY PLAN



<b>SOLEDAD VILLAGE CENTER</b> PREPARED FOR: <b>SHAW DEVELOPMENT - SOLEDAD, CA</b>	<b>TUNSTALL ENGINEERING CONSULTANTS, INC.</b> 124 EAST ALisal STREET SALINAS CALIFORNIA 93901 (831) 758-2765 FAX (831) 758-2141	<b>SITE UTILITY PLAN</b>	REVISIONS
			DESIGNED BY: KRT      DATE: 6/14/2007      DRAWN BY: D. MASSINGALE

PROJECT NO: 04-15  
SHEET NO: 15

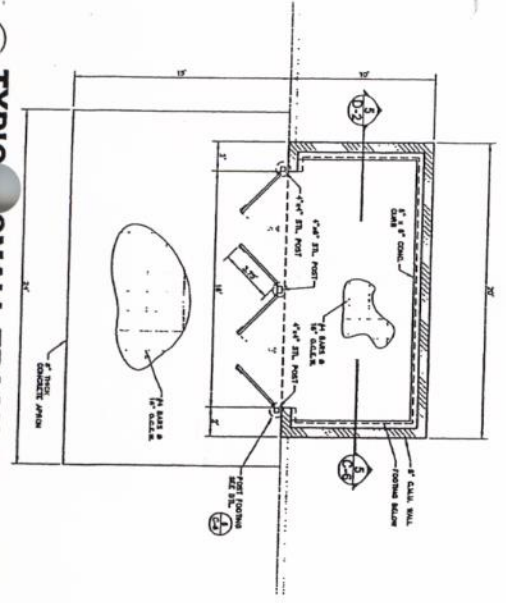
NOTE: THE FOLLOWING INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



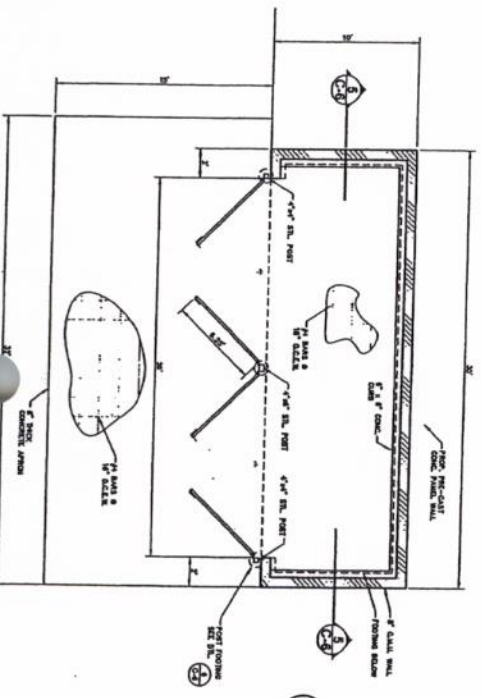
1. THE FOLLOWING INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

1 VORTECHS MODEL 5000 DETAIL

STANDARD DETAIL  
STORMWATER TREATMENT SYSTEM  
VORTECHS MODEL 5000

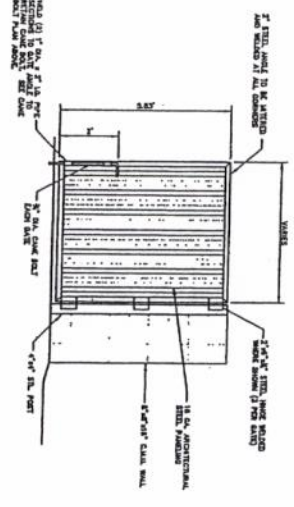


2 TYPICAL SMALL TRASH ENCLOSURE



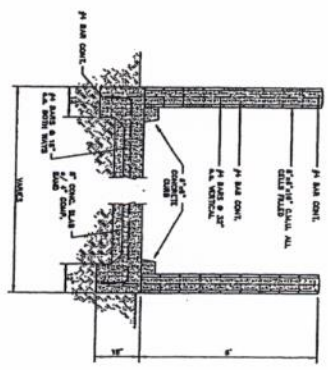
3 TYPICAL LARGER TRASH ENCLOSURE

NOTE: SHALL BE CONSTRUCTED OF 1/2\"/>

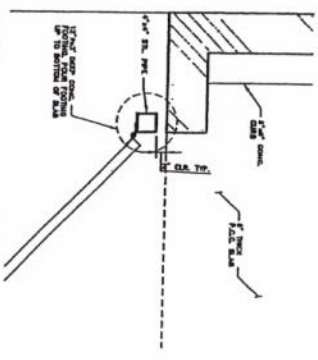


4 TYPICAL TRASH ENCLOSURE DOORS

5 TYPICAL SECTION



6 TYPICAL GATE POST DETAIL



REVISIONS

SITE DETAILS

TUNSTALL ENGINEERING CONSULTANTS, INC.  
124 EAST ALHAI STREET  
SALINAS CALIFORNIA 93001  
(831) 758-2785 FAX (831) 758-2141

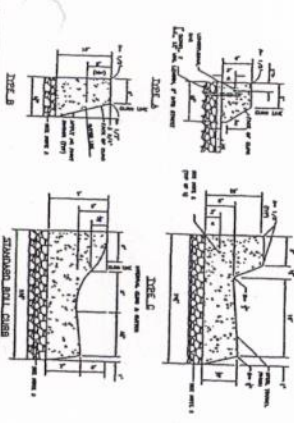
SOLEADAD VILLAGE CENTER  
PREPARED FOR:  
SHAW DEVELOPMENT - SOLEDAD, CA

DESIGNED BY: KRT DATE: 8/14/2007

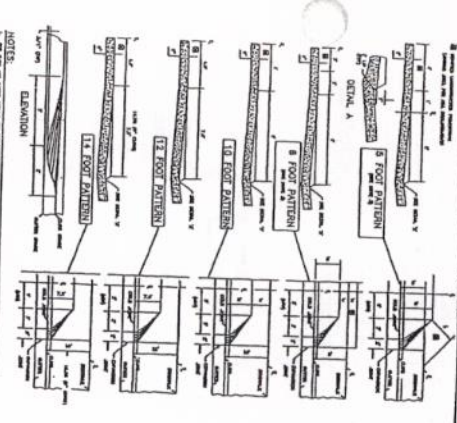
DRAWN BY: D. MASSINGALE

CMV ENGINEERING - BUILDING DESIGN

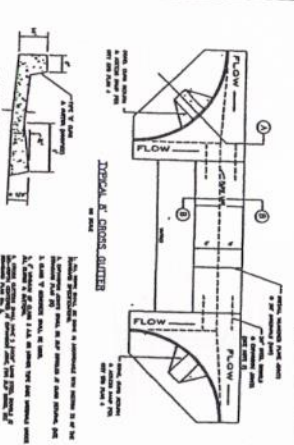




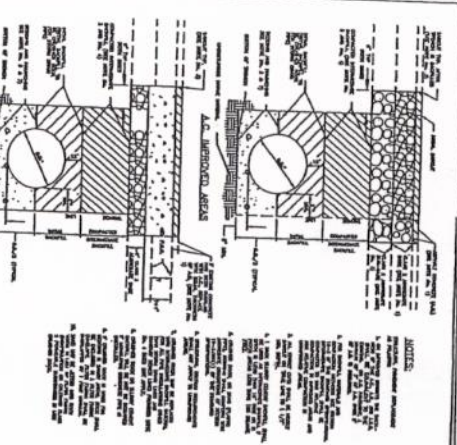
**TITLE: CURBS AND GUTTERS**  
 DEPARTMENT: PUBLIC WORKS  
 DRAWING NO: 5B  
 DATE: 8-21-06



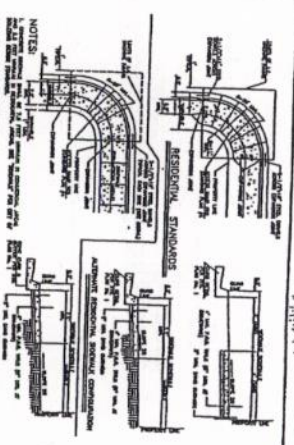
**TITLE: TRENCH BACKFILL AND SLOPE**  
 DEPARTMENT: PUBLIC WORKS  
 DRAWING NO: 13  
 DATE: 8-21-06



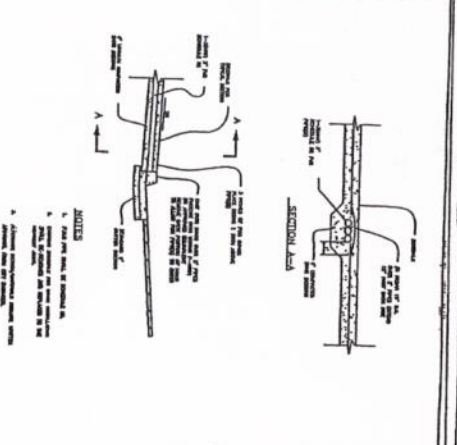
**TITLE: CROSS GUTTERS**  
 DEPARTMENT: PUBLIC WORKS  
 DRAWING NO: 1B  
 DATE: 8-21-06



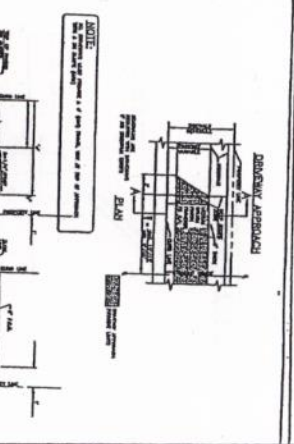
**TITLE: CURB DRAIN**  
 DEPARTMENT: PUBLIC WORKS  
 DRAWING NO: 15  
 DATE: 8-21-06



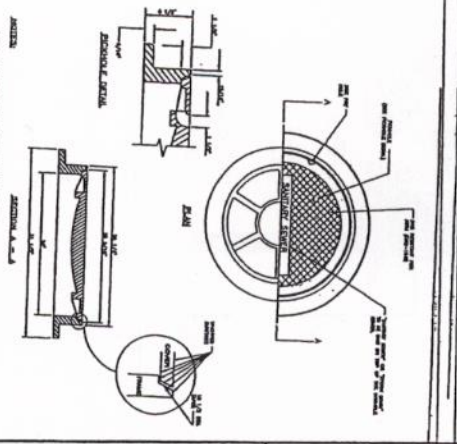
**TITLE: SIDEWALKS**  
 DEPARTMENT: PUBLIC WORKS  
 DRAWING NO: 2  
 DATE: 8-21-06



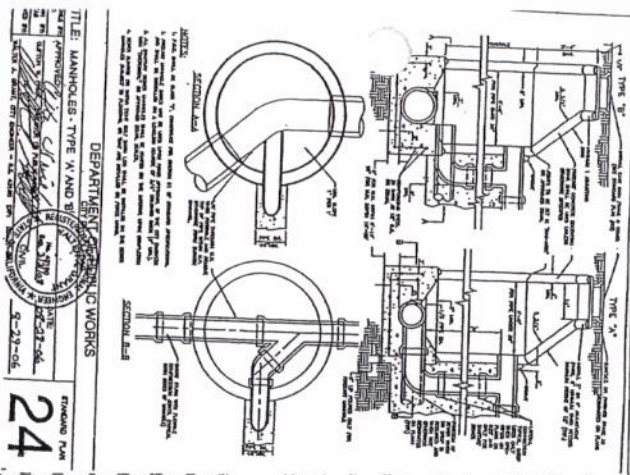
**TITLE: DRIVEWAY APPROACH**  
 DEPARTMENT: PUBLIC WORKS  
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 DATE: 8-21-06



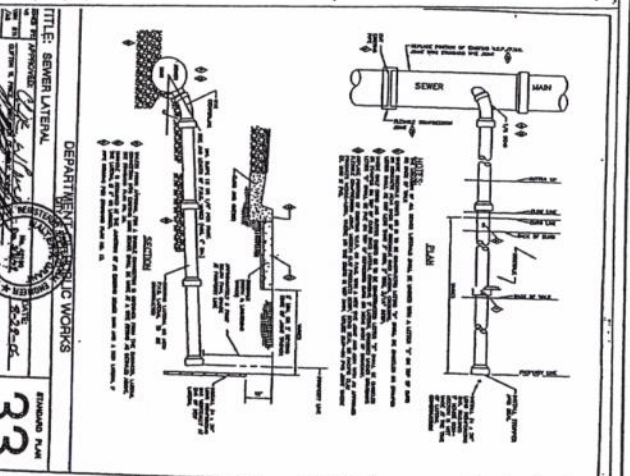
**TITLE: MANHOLE FRAMES AND COVERS**  
 DEPARTMENT: PUBLIC WORKS  
 DRAWING NO: 22  
 DATE: 8-21-06



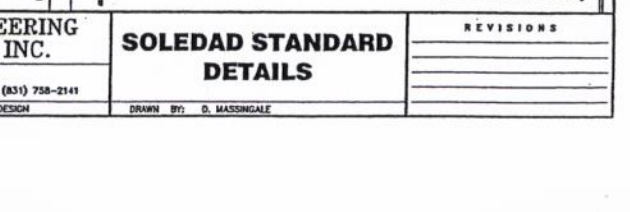
**TITLE: SOLEDAD VILLAGE CENTER**  
 DEPARTMENT: PUBLIC WORKS  
 DRAWING NO: 04-15  
 DATE: 6/14/2007



TITLE: MANHOLES - TYPE 30 AND 31  
 DEPARTMENT: PUBLIC WORKS  
 STANDARD PLAN  
 24



TITLE: SEWER SADDLE CONNECTION  
 DEPARTMENT: PUBLIC WORKS  
 STANDARD PLAN  
 30



TITLE: SEWER LATERAL  
 DEPARTMENT: PUBLIC WORKS  
 STANDARD PLAN  
 33



TITLE: PARKING STANDARDS  
 DEPARTMENT: PUBLIC WORKS  
 STANDARD PLAN  
 41

NO.	DATE	DESCRIPTION
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SOLEDAD VILLAGE CENTER  
 PREPARED FOR:  
 SHAW DEVELOPMENT - SOLEDAD, CA

TUNSTALL ENGINEERING  
 CONSULTANTS, INC.  
 124 EAST ALSAL STREET  
 SALING CALIFORNIA 93901  
 (831) 758-2785 FAX (831) 758-2141

SOLEDAD STANDARD  
 DETAILS

REVISIONS

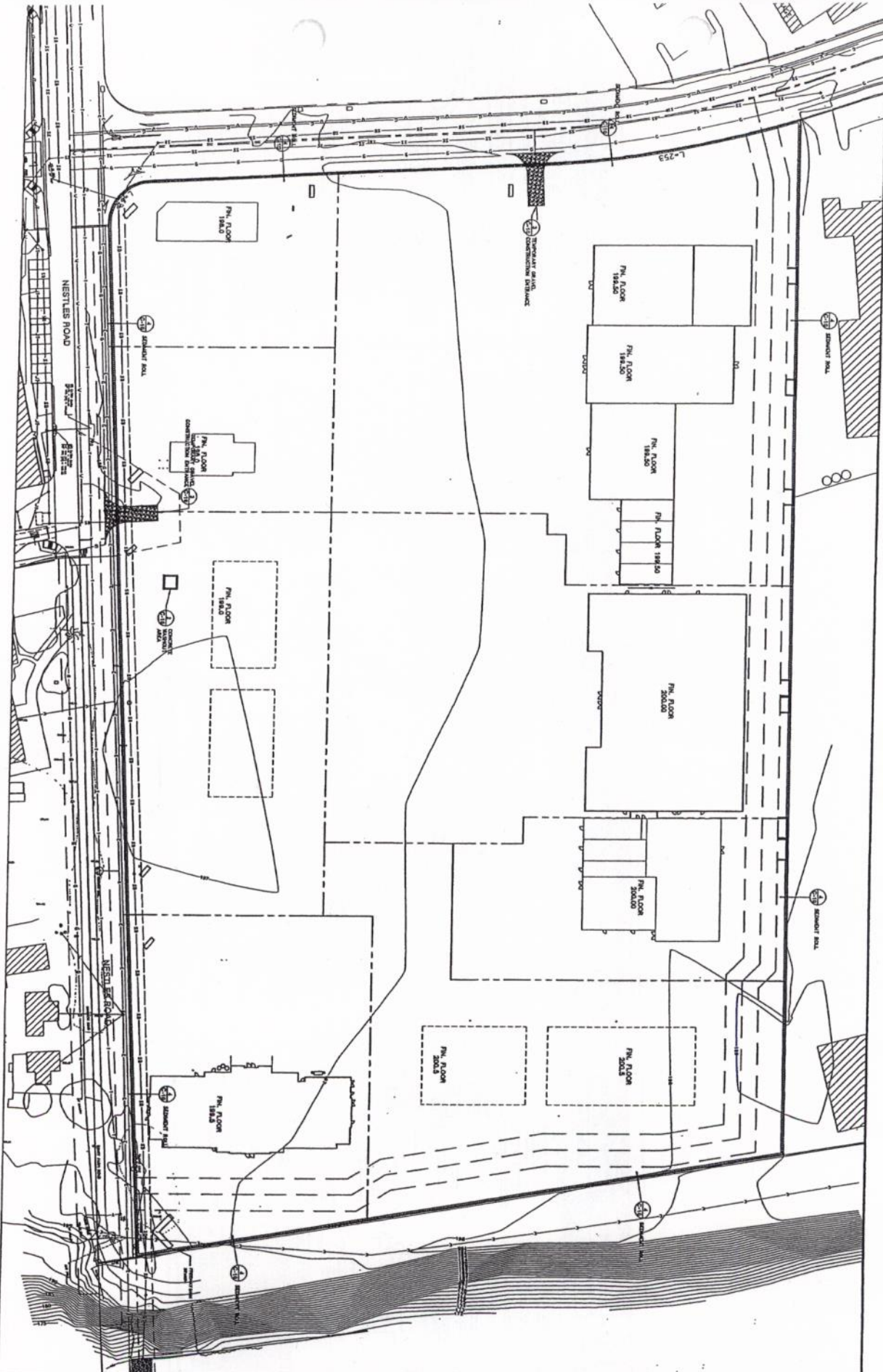
DESIGNED BY: KRT DATE: 8/14/2007

CIVIL ENGINEERING - BUILDING DESIGN

DRAWN BY: D. MASSINGALE

PRODUCT NO. C A P

# EROSION CONTROL PLAN



**SOLEDAD VILLAGE CENTER**  
 PREPARED FOR:  
**SHAW DEVELOPMENT - SOLEDAD, CA**

**TUNSTALL ENGINEERING  
 CONSULTANTS, INC.**  
 124 EAST ALCALA STREET  
 SAN JUAN CALIFORNIA 93901  
 (831) 758-2785 FAX (831) 758-2141

**EROSION CONTROL  
 PLAN**

REVISIONS

DESIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CIVIL ENGINEERING - BUILDING DESIGN

DRAWN BY: \_\_\_\_\_





COMMERCIAL  
PROPERTIES  
ICSC

August 2, 2007

Susan Hilinski  
City of Soledad  
P.O. Box 156  
248 Main Street  
Soledad, CA 93960  
Phone (831) 678-3963  
Fax (831) 678-3965  
Email [susan@cityofsoledad.com](mailto:susan@cityofsoledad.com)

Re: Soledad Village Sub-division Agreement

Susan,

Lupe gave me the enclosed Subdivision Agreement to sign; however, it was an earlier version. Enclosed is the final version we agreed on, see page 9 paragraph 15 d.

Enclosed is a copy of the final Subdivision Agreement, which was signed by Noelia, the Mayor and I, notarized and recorded. Enclosed is a copy stamped by Carolyn Wylie escrow officer for Chicago Title with the recording information.

Please review and give Lupe the recorded copy.

Thank you,

Bill Shaw

8/2/07  
Final copy  
of recorded  
signed  
Subdivision  
agreement  
ok by  
Susan