



2013-0072845

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Recorded		REC FEE	0.00
Official Records		CONFORMED COPY	0.00
County of			
Tulare			
ROLAND P. HILL			
Clerk Recorder			
		NB	
11:24AM 07-Nov-2013		Page 1 of 7	

RECORDING REQUESTED BY:

City of Tulare

WHEN RECORDED MAIL TO:

City Clerk
City of Tulare
411 E. Kern Avenue
Tulare, CA 93274-4257

PURSUANT TO GOVERNMENT CODE SECTION 6103,
NO RECORDING FEE REQUIRED

**BEFORE THE COUNCIL OF THE CITY
OF TULARE, STATE OF CALIFORNIA**

In the Matter of the Approval of the)	
Final Map of the Tesori Resubdivision)	AGREEMENT AND UNDERTAKING FOR
In the City of Tulare, County of Tulare,)	INSTALLATION AND CONSTRUCTION OF
State of California)	REQUIRED SUBDIVISION IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENT, THAT:

WHEREAS, **Del Lago Place, LLC, a California Limited Liability Company**, hereinafter referred to as "SUBDIVIDER", has filed with the City of Tulare, State of California, a final map of the **Tesori Resubdivision**, as above stated, surveyed by **4Creeks Engineering**; and

WHEREAS, the SUBDIVIDER has dedicated to the City of Tulare all required street, road, or avenue rights of way as designated upon final map of said subdivision; and

WHEREAS, the provisions of Chapter 8.24 of Title 8 of the City Code of Tulare requires the construction of certain improvements as a condition of approval of the final map of said subdivision; and

WHEREAS, the provisions of Chapter 8.24 of Title 8 of the City Code of Tulare allows for the SUBDIVIDER to enter into an agreement with the City of Tulare and to provide security providing for said work and improvements to be installed and constructed within a specified time. In addition, said Agreement shall provide for an indemnity and a maintenance security or bond, for maintenance and repair of said improvements for one year after the acceptance of the same by the City.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. The SUBDIVIDER shall install all utility mains and services, and storm drains within said subdivision in accordance with the requirements of law, and shall construct curbs and gutters, sidewalks, and grade and pave all streets in said subdivision in accordance with the provisions of law, and the approved subdivision improvement plans within twelve (12) months of the date hereof. However, the SUBDIVIDER shall automatically receive one extension of six (6) months to complete the installation of the improvements specified in this agreement providing the SUBDIVIDER complies with all the conditions as follows:

a. At least a minimum of thirty (30) days prior to the expiration of said twelve (12) months, the City Engineer receives a written request from the SUBDIVIDER for the six (6) month extension.

b. The SUBDIVIDER shall provide additional security with the City of Tulare to cover inflation on the uncompleted items: one for faithful performance of the uncompleted improvements and one to insure payment for the additional cost of services and materials. Said security shall be in the amount of five percent (5%) of the sum of the costs of all uncompleted items from the list as shown in EXHIBIT "A" as determined by the City Engineer. Said security shall be provided to the City Engineer within ten (10) days from the date on the written transmittal from the City Engineer to the SUBDIVIDER identifying the additional security amounts. The additional security to be approved by the City Engineer as to sufficiency and the City Attorney as to form.

If said improvements are not made to the satisfaction of the City Engineer of the City of Tulare within twelve (12) months of the date of this Agreement or within eighteen (18) months of the date of this Agreement if the conditions for the six (6) month extension have been complied with, and said six (6) month extension was thereby granted, the City of Tulare shall exercise its right to proceed against the security.

II. As security for the above and foregoing agreement, the SUBDIVIDER does undertake and agree that SUBDIVIDER shall, at SUBDIVIDER'S own expense, perform to completion said work and improvements to the satisfaction of the City Engineer of the City of Tulare, and to this end, shall provide to the City of Tulare security to be approved by the City Engineer as to sufficiency and the City Attorney as to form in the amount of \$1,048,622, for the improvements as shown in EXHIBIT "A".

III. To insure payment for all services and materials, the SUBDIVIDER shall deposit with the City of Tulare security to be approved by the City Engineer as to sufficiency and the City Attorney as to form in the amount of \$1,048,622, for the improvements as shown in EXHIBIT "A".

IV. Fees payable to the City of Tulare prior to map recording are set forth in EXHIBIT "B" attached hereto and incorporated herein by this reference.

V. As security for the maintenance and repair of the herein above described improvements, the SUBDIVIDER shall prior to final acceptance and Notice of Completion by the City of Tulare of said improvements, provide a Maintenance Bond in the amount of \$157,293, said sum shall be used by the City for maintenance or repair of said improvements should maintenance or repair be required at any time within one year of acceptance by the City.

VI. Should the SUBDIVIDER, or subsequent lot owners, wish to obtain a building permit on any lot created by this subdivision prior to the Notice of Completion for the subdivision improvements outlined in this Agreement, the issuance of said permits shall be limited as follows:

a. Until the subdivision improvements are deemed to be at least 90% complete by the City Engineer, the City shall not issue building permits on more than 50% of the lots created by this subdivision, and shall not issue any building permits that are not in accordance with the Planning and Building Department's policies and procedures in effect at the time the permit is requested.

b. Once the subdivision improvements are deemed to be at least 90% complete by the City Engineer, and all public safety items have been completed (including, but not limited to signage, striping, street lighting, and pond fencing), the City can issue building permits on up to 75% of the lots in the subdivision, in accordance with the Planning and Building Department's policies and procedures in effect at the time the permit is requested.

c. The remaining 25% of the building permits shall not be issued until a Notice of Completion has been filed on the subdivision improvements.

d. If a Notice of Completion has not been filed on the subdivision improvements within the time limits outlined in this Agreement, building permits shall not be issued until said Notice has been filed, no matter what percentage of the lots have already had building permits issued.

e. Building permits shall not be issued in any subsequent phase of a multi-phased subdivision until a Notice of Completion has been filed on the previous phase.

VII. The City of Tulare, the City Council, the Board of Public Utilities, or the City Engineer shall not be responsible or accountable in any manner for any loss or damage that may happen to the work or any part thereof or for any materials or equipment used in performing the work or for the injury or damage to any person or persons either workmen or the public or damages to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

VIII. The SUBDIVIDER shall indemnify and save harmless the City of Tulare, the City Council, the Board of Public Utilities, and the City Engineer from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained by or arising in the construction of the work or any consequence thereof, and the City of Tulare shall be reimbursed upon demand for any costs or expense, including attorney's fees, to which it may be put by reason of any of the acts as aforesaid.

IX. Before commencing the work, the SUBDIVIDER shall furnish to the satisfaction of the City Engineer of the City of Tulare evidence of public liability and property damage insurance in sufficient amounts to meet the requirements of the above paragraphs and such evidence shall clearly state that the cancellation of the insurance by either the insured or the insurance company will not be effective until after thirty (30) days notice has been given to the City.

X. The SUBDIVIDER waives any and all notice that might otherwise be required by law pursuant to this indemnity agreement from the City of Tulare, the City Council, the Board of Public Utilities, or the City Engineer.

DATED AND SIGNED this 22 day of October, 2013.

"SUBDIVIDER"


**Del Lago Place, LLC,
a California Limited Liability Company**

By:  _____

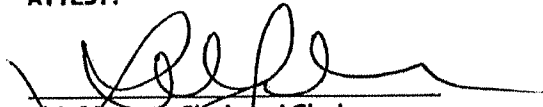
Title: managing member

"CITY"

City of Tulare, California

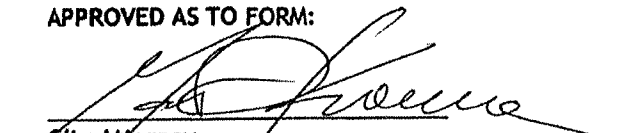
By:  _____
President of the Council and
Ex-Officio Mayor of the
City of Tulare

ATTEST:



Chief Deputy Clerk and Clerk
of the Council of the City of Tulare

APPROVED AS TO FORM:



City Attorney

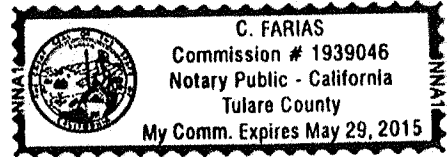
State of California)
County of Tulare)

On Oct 27, 2013 before me, C. Farias, Notary Public,
personally appeared Greg Nunley who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) ~~is~~ 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~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature C. Farias (SEAL)



State of California)
County of Tulare)

On November 6, 2013 before me, Jennifer M. Gomez, Notary Public,
personally appeared David Macada who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) ~~is~~ 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature J.M. Gomez (SEAL)



EXHIBIT "A"

Tesori Resubdivision

Item	Total Estimated Cost of Required Improvements
Street & Relocated Improvements, including but not limited to: Excavation, grading, curb & gutter, street median, ramped returns, sidewalk, drive approaches, streetlights, landscaping, utility relocation, and asphalt concrete paving	\$957,361
Sanitary Sewer System Improvements, including but not limited to: Sewer mains, manholes, laterals, lift stations and connection to existing system	\$26,253
Storm Drain System Improvements, including but not limited to: Storm drain mains, manholes, drop inlets, lift stations and ponding basins	\$18,511
Water System Improvements, including but nor limited to: Water mains, gate valves, fire hydrants, meters, well sites and connection to existing system	\$46,497
Total	\$1,048,622

Performance Bond Amount = \$1,048,622

Payment Bond Amount = \$1,048,622

Maintenance Bond Amount = \$157,293

EXHIBIT "B"

Subdivision Name: Tesori Resubdivision

Account No.	Transaction No.	R/C No.	Description of Charge	Quantity	Unit Cost	Total Amount
001-3248-000	1400	S-26	Engineering - Final Parcel Map	0	\$0.00	\$0.00
001-3251-001	1461	S-27	Engineering - Final Sub Map	0	\$0.00	\$0.00
001-2151-002	1462	S-28	Engineering - Plan Review	0	\$0.00	\$0.00
001-3247-001	1391	S-29	Public Inspection Fee	0	\$0.00	\$0.00
015-3265	3420		Sewer Front Foot	0	\$0.00	\$0.00
015-260-047	9260		Sewer - Del Lago - Hillman St	0	\$0.00	\$0.00
*****	****		In-lieu Sewer Fee - Mooney Blvd	0	\$0.00	\$0.00
*****	****		In-lieu Water Fee - Mooney Blvd	1,832	\$17.50	\$32,060.00
001-260-055	9260		Stormdrain - Del Lago - Hillman S	0	\$0.00	\$0.00
001-3120-2	1252		Street Easement/Abandonment	0	\$0.00	\$0.00
001-3120-4	1254		Street Cut	0	\$0.00	\$0.00
001-3252-002	1472	S-37	Benefit District Creation	0	\$0.00	\$0.00
010-3270-002	3071	S-99	Backflow Test	0	\$0.00	\$0.00
010-3270-3	3073		Water Pressure Test	4	\$175.00	\$700.00
010-3262	3040		Construction Water	0	\$0.00	\$0.00
010-3270-004	3074		Water Purity Sample	4	\$56.00	\$224.00
014-3267	3430		Sewer Tap	0	\$0.00	\$0.00
001-3266-000	1611		Street Signs	5	\$160.00	\$800.00
001-3265	9260		Street Front Foot	0	\$0.00	\$0.00
030-271-018	9520		Street Trees	0	\$0.00	\$0.00
001-260-053	9260		T.I.D. Ditch Piping	32	\$833.00	\$26,656.00
001-260	9260		T.I.D. Benefit District	0	\$0.00	\$0.00
010-3265	3060		Water Front Foot	0	\$0.00	\$0.00
015-3247-004	3374		Video Inspection of SS Main	1	\$1,724.62	\$1,724.62
001-260-054	9260		Traffic Signals - Del Lago	32	\$696.09	\$22,274.88
TOTAL						\$84,439.50
LESS PREVIOUSLY PAID						(\$84,439.50)
LESS CREDITS						\$0.00
AMOUNT DUE						\$0.00