



CITY OF ROCKLIN

Department of Community Services & Facilities
3970 Rocklin Road
Rocklin, CA 95677

Facsimile Cover Sheet

To: Monique

Company:

Phone: (916) 985-3633 x121

Fax: (916) 985-3744

From: Mark Riemer

Company: City of Rocklin, Dept. of C S & F

Phone: (916) 625-5211

Fax: (916) 625-5295

Date: 7/31/06

**Pages including this
cover page:** 14

Comments:

NOT TO BE USED FOR TRANSFER OR RESALE

Parcel 90
Pleasant Valley Creek NP

RESOLUTION NO. 2001-153

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING EXECUTION
OF A SUBDIVISION IMPROVEMENT
AGREEMENT FOR TURN-KEY PARK
(Cal-Stanford Oaks, LLC /Whitney Oaks Phase 3, SD-98-02)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin hereby finds as follows:

A. That a tentative subdivision map for a subdivision known as Whitney Oaks Phase 3, SD-98-02 (the "Subdivision") was approved subject to certain conditions, including the execution of an agreement for the dedication and improvement of a public park;

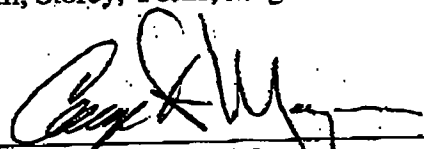
B. This condition shall be satisfied by execution of a Subdivision Improvement Agreement – Turn-Key Park in the form attached hereto as Exhibit A.


Section 2. The Subdivision Improvement Agreement for Turn-Key Park, attached hereto as Exhibit A and by this reference incorporated herein, is hereby approved and the City Manager is authorized and directed to execute the agreement on behalf of the City.

Section 3. The City Clerk is hereby authorized and directed to record the agreement attached hereto as Exhibit A, in the Office of the Placer County Recorder when fully executed and notarized.

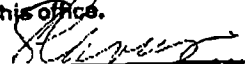
PASSED AND ADOPTED this 22nd of May, 2001, by the following roll call vote:

AYES:	Councilmembers:	Lund, Hill, Storey, Yorde, Magnuson
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None


George Magnuson, Mayor

ATTEST:


City Clerk
E:\clerk\reso\WO Parcel 90 park agrmt.doc

The foregoing instrument is a correct copy of the original document on file in this office.
Attest: 

City Clerk, City of Rocklin

Recording Requested by
and Return to:

City Clerk
City of Rocklin

[REDACTED] 3970 ROCKLIN RD.
Rocklin, CA 95677



PLACER County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2001-0050966

Friday, MAY 25, 2001 10:36:10
NOC \$0.00

Ttl Pd \$0.00

Nbr-0000455123

REC/R1/1-12

Subdivision Name: Whitney Oaks Phase 3 Small Lot Map

Subdivision No.: SD-98-02

Recorded at: Book X of Maps, at Page
18, Placer County Recorder

Principal: Cal-Stanford Oaks, LLC

Effective Date: May 8, 2001

SUBDIVISION IMPROVEMENT AGREEMENT - TURN-KEY PARK

This Subdivision Improvement Agreement for the design, improvement, and dedication of a park is entered into by and between the City of Rocklin, hereinafter called "City," and Cal-Stanford Oaks, LLC, hereinafter called "Principal," on the 8th day of May, 2001.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Whitney Oaks Phase 3 Small Lot, SD-98-02 (the "Subdivision"). Condition of approval 11 of this tentative map requires Principal enter into an agreement for the design, improvement, and dedication of a park on designation of lot or parcel of park site prior to recordation of the first final map for the Subdivision.
2. Principal wishes to have filed for record a final subdivision map for the Subdivision, in substantial conformity with the approved tentative map.
3. City has approved the final subdivision map, subject to the execution of this Agreement for the design, improvement and dedication of a park.

4. Principal is willing to execute this Agreement as a condition precedent to the recording of the map.

5. The authority for this Agreement is development agreement, general development plan, etc., the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

AGREEMENT

6. Irrevocable Offer of Dedication of Park.

Concurrent with the execution of this Agreement, Principal shall make an Irrevocable Offer of Dedication to City of Rocklin.

7. Approval of Plans.

Principal shall prepare and submit to the Rocklin Community Services & Facilities Director for approval improvement plans for the park in substantial compliance with the approved design attached hereto as Exhibit A, Park Site 3 Parcel 90 Site Development Plan, and in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of the City, where applicable. Cost of preparation of the improvement plans shall be borne by Principal. Park improvement plans shall be completed no later than six months after the date of this agreement.

8. Improvements.

A. Prior to commencing construction of park improvements, Principal shall complete and submit to the City a Phase 1 preliminary site assessment for Parcel 90. If the site assessment identifies any physical conditions or defects in the property which would interfere with its use as a park, as determined by City in its sole discretion, Principal shall complete a supplemental assessment and remedy any such physical condition or defect, to the satisfaction of the City.

B. The Park site shall be free of any physical condition or any title encumbrance to the land that would prevent or unreasonably restrict its use as a park site.

C. Subdivider is responsible for installation of full street frontage improvements to City Standards (i.e. curb, gutter, and sidewalks etc.) adjacent to the park site at the time streets adjoining the park site are constructed. Sidewalks may be deferred and incorporated into the park development to the satisfaction of the Community Services and Facilities Director.

D. Developer shall provide verification that they have complied with all federal and state permits for removal of any wetlands on the park site prior to dedication to the City.

E. Gated entries to Pleasant Creek Drive shall remain open from sunrise to one hour after sunset. This requirement shall be included in the CC&Rs of the subdivision and shall be recorded with the final map.

F. In addition to the park improvements to be constructed in fulfillment of this agreement, subdivider shall pay park fees in the amount of \$500 per single family dwelling unit, payable upon issuance of building permit pursuant to the provisions of the Development Agreement (Ordinance No. 734).

G. Principal agrees to complete all the works of park improvement ("the Improvements") required for the park as shown on the Park Site 3, Parcel 90 Site Development Plan and in accordance with the improvement plans approved by City. Principal shall comply with all applicable prevailing wage statutes, rates and regulations in completing the improvements.

H. Principal shall commence construction of the Improvements on June 1, 2002. Principal shall complete the improvements on December 1, 2002.

9. **Acceptance of Improvements upon Completion.** Upon satisfactory completion of the Improvements in accordance with the approved improvement plans, City agrees to accept the irrevocable offer of dedication for Parcel 90 and the Improvements subject to the provisions of Paragraph 11 (warranty) hereof.

10. **Notice Regarding Construction.** Principal shall notify the City Engineer and the Community Services and Facilities Director 48 hours prior to commencement of construction of the Improvements.

11. **Warranty.** Principal agrees to remedy any defects in the Improvements arising from faulty or defective design or construction of said Improvements occurring within twelve (12) months after the Notice of Completion is approved, and the public work is accepted by the City Council.

12. **Indemnity and Hold Harmless.** Principal shall indemnify, defend, and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Principal, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

13. **Delay.** If the construction of the Improvements shall be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

14. **Security.** Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit

issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. Such security shall be in the following amounts for the following purposes:

(a) **Performance:** One hundred percent (100%) of the estimated cost of the Improvements securing performance of this Agreement, which estimated cost is in the amount of SIX HUNDRED EIGHT THOUSAND FOUR HUNDRED SEVENTY TWO AND NO/100THS Dollars (\$ 608,472.00).

(b) **Payment of Labor and Materials:** One hundred percent (100%) of the estimated cost of the Improvements, as set forth in Paragraph (a) immediately preceding, securing payment to the contractor of improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.

(c) **Warranty:** The amount of ONE HUNDRED TWENTY ONE THOUSAND SIX HUNDRED NINETY FOUR AND 40/100THS Dollars (\$121,694.80) to guarantee and warrant the improvements for a period of one (1) year following the completion and acceptance of the improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the Improvements, but must be provided prior to their acceptance.

15. **Irrevocability of Security.** The improvement security furnished pursuant to Paragraph 14 shall be irrevocable, shall not be limited as to time (except as to the 1-year period specified in Paragraph 14c), and shall provide that it shall be released, in whole or in part, only upon the written approval of the Community Services and Facilities Director or his delegate.

16. **Actions.** At City's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 14, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

17. **Inspection; Release of Security For Faithful Performance.** Principal may, from time to time, request the Community Services and Facilities Director to inspect the Improvements as they progress. The Community Services and Facilities Director may, at his option, if (s)he finds the work to be in accordance with the Standard Specifications, accept so much of that work as is completed, and authorize a release pro tanto of the security provided pursuant to Paragraph 14(A); provided, however, that in no event shall he authorize the release of more than eighty (80%) of the improvement security until all the work has been completed and accepted.

18. **Release of Remaining Security for Faithful Performance: Warranty.** At the conclusion of the construction of the park improvements, approval of a Notice of Completion, and acceptance of the public work by the City Council, the Community

Services and Facilities Director shall authorize the release of the security provided pursuant to Paragraph 14 (A) upon the furnishing of the warranty security as required by Paragraph 14 (C).

19. Release of Security Where Other Agency Approval Required. Notwithstanding paragraphs 17 and 18, where any portion of the Improvements is subject to approval by another agency, no release of security equal to the value of those improvements shall be made until the work is completed to the satisfaction of such other agency. Such other agency shall have two (2) months after completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.

20. Release of Labor and Materials Security. Ninety (90) days after a notice of completion is filed with respect to the Improvements, the Community Services and Facilities Director may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 14 (B) of this Agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the Community Services and Facilities Director may release so much of such security as is in excess of the total of the claims made against it.

21. Insurance.

A. Principal shall maintain in full force and effect the following types of insurance in the amounts specified:

1. General Liability. Principal shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement, or the general aggregate limit shall be twice the required occurrence limit.

2. Worker's Compensation and Employer's Liability Insurance. Principal shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Principal may have for worker's compensation. Principal shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) policy limit bodily injury by disease; one million dollars (\$1,000,000) each employee bodily injury by disease.

3. Automobile. Principal shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) or Code 8, 9 if no automobiles owned), with limits no less than the following: one million dollars (\$1,000,000) per accident for bodily injury and property damage.

B. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, employees and volunteers shall be added as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Principal, and with respect to liability arising out of work or operations performed by or on behalf of the Principal including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

2. For any claims related to work or operations performed by or on behalf of Principal, the Principal's insurance coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Principal's insurance and shall not contribute with it.

3. Coverage shall not be canceled by the Insurer except after thirty (30) days prior written notice has been given to the City.

C. The insurance company or companies providing Consultant the coverages required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VII or equivalent acceptable to City.

D. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, if officers, employees and volunteers; or the Principal shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Principal must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

F. If Principal, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Principal resulting from the breach.

G. Principal shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Concurrently with the execution of this Agreement, Principal shall furnish City with fully completed and properly executed certificates of insurance for each type of coverage required. Certificates shall be on forms provided by the City.

Principal shall replace certificates of insurance for policies expiring prior to completion of the work under the Agreement, and shall continue to furnish certificates for five years beyond the Agreement terminate date, when the Consultant has a claims made form of insurance.

I. Concurrently with the execution of this Agreement, Principal shall furnish City with endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City.

22. **Failure of Performance.** In the event Principal fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Principal hereunder. City shall have recourse against Principal for any and all amounts necessary to complete the obligations of Principal in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the park improvements, shall be a proper charge against the security and/or Principal.

23. **Attorney's Fees.** If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee

for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

24. Agreement Binding on Successors, Etc. This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

25. Subdivision Map Act Controlling. To the extent any provision of this Agreement conflicts with any provision of the Map Act, and the Map Act applies, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

CITY OF ROCKLIN

By: Carlos A. Urrutia
Carlos A. Urrutia
City Manager

CAL-STANFORD OAKS, LLC

Peter M. Bridges, Vice President
(Name of Principal)
By: Peter M. Bridges
(Signature)

Ladonna K. Monsees
(Type Name)
Ladonna K. Monsees
(Type Title)
SR. VICE PRESIDENT AND
CHIEF FINANCIAL OFFICER

ATTEST: [Signature]
City Clerk
Page 8 of Exhibit A
to Reso. No. 2001-153

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Placer } ss.

On 24 May 2001, before me, S. DAVIES, NOTARY PUBLIC
Day Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared CARLOS A. URQUIA
Name(s) of Signer(s)

personally known to me
 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/hers/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.

S. Davies
Signature of Notary Public

Place Notary Seal Above

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: Prop. No. 2001-153

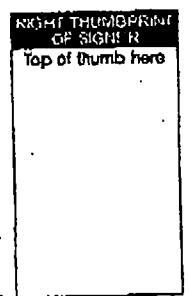
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- 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 Placer)

On this 1st day of May, 2001, before me

GALE L. WILD, NOTARY PUBLIC
(Notary Name and Title)

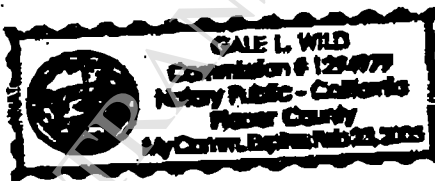
personally appeared PETER M. BRIDGES personally

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.

My Commission Expires: February 23, 2005

[Signature]
Notary Public in and for said county and state

(SEAL)



State of California)
County of ~~Placer~~)

On this 4th day of May, 2001, before me

Frances A. Elgas, Notary Public
(Notary Name and Title)

personally appeared LA DONNA K. MONSIEE

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 h/~~er/their~~ authorized capacity(~~ies~~), and that by h/~~er/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

My Commission Expires: April 23, 2005

Frances A. Elgas
Notary Public in and for said county and state

(SEAL)

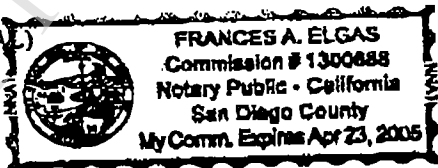
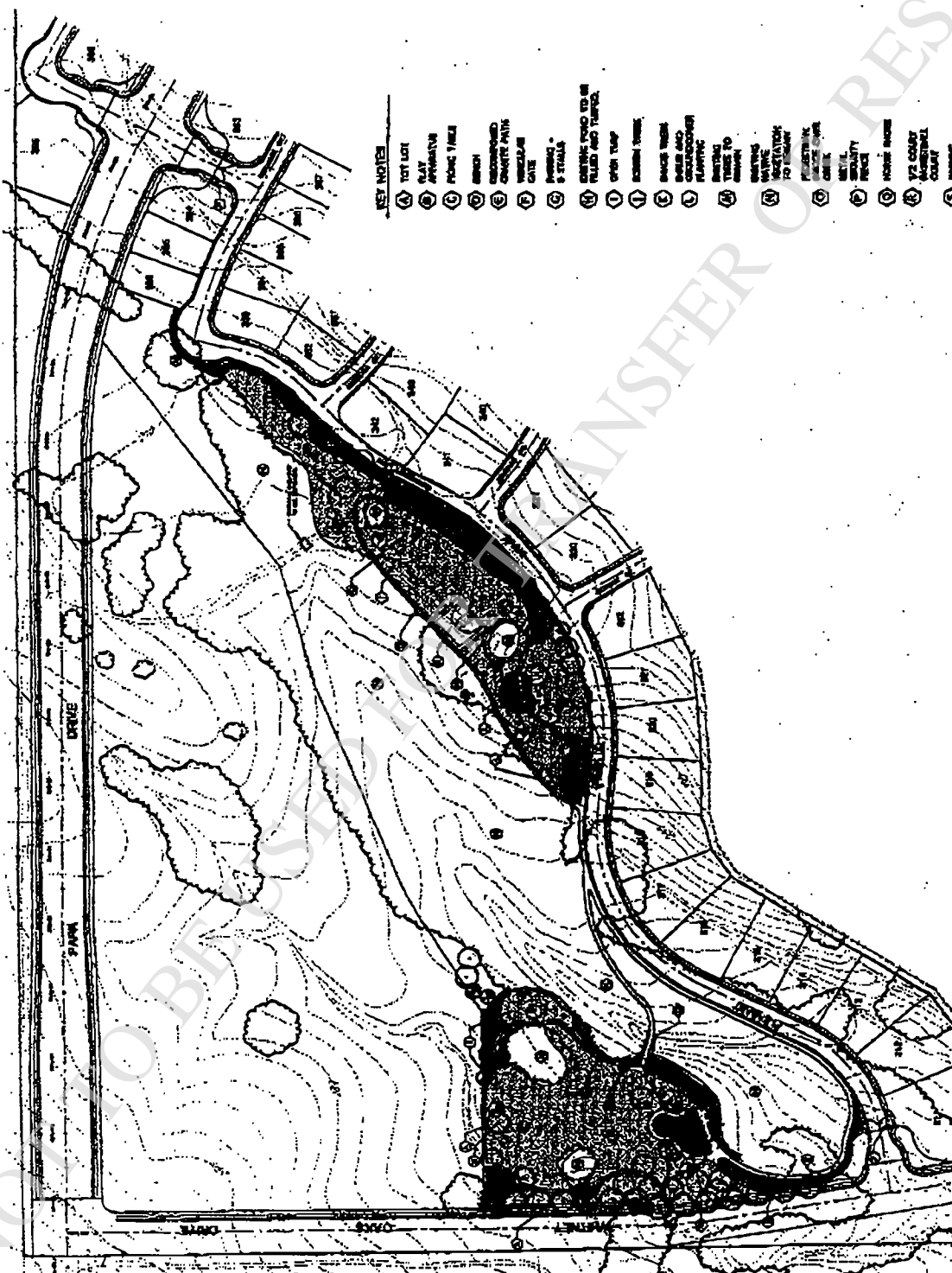


EXHIBIT A



- KEY NOTES
- 1. LOT LOT
 - 2. LOT AREA
 - 3. PLANT TYPE
 - 4. BRUSH
 - 5. CHUTE PATH
 - 6. WALKWAY
 - 7. GATE
 - 8. STALLS
 - 9. DRIVE PAVEMENT TO BE PAVED AND TYPED
 - 10. OPEN TAMP
 - 11. EXPOSED SOIL
 - 12. BACK WASH
 - 13. BULK AND COLLECTOR
 - 14. PLANTING
 - 15. BENTONITE TANK TO BE BUILT
 - 16. EXISTING
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SITE DEVELOPMENT PLAN

PR-1

WHITNEY OAKS - PARK SITE 3 PARCEL 90
ROCKLIN, CALIFORNIA

RESOLUTION NO. 2001-153

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING EXECUTION
OF A SUBDIVISION IMPROVEMENT
AGREEMENT FOR TURN-KEY PARK
(Cal-Stanford Oaks, LLC /Whitney Oaks Phase 3, SD-98-02)

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Section 1. The City Council of the City of Rocklin hereby finds as follows:

A. That a tentative subdivision map for a subdivision known as Whitney Oaks Phase 3, SD-98-02 (the "Subdivision") was approved subject to certain conditions, including the execution of an agreement for the dedication and improvement of a public park;

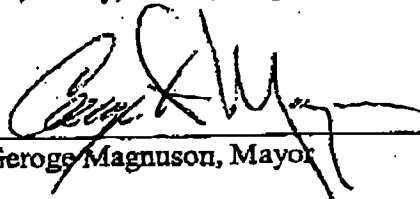
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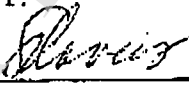
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Section 3. The City Clerk is hereby authorized and directed to record the agreement attached hereto as Exhibit A, in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 22nd of May, 2001, by the following roll call vote:

AYES:	Councilmembers:	Lund, Hill, Storey, Yorde, Magnuson.
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None


George Magnuson, Mayor

ATTEST:


City Clerk
E:\clerk\resol\WO Parcel 90 park agrmt.doc

The foregoing instrument is a correct copy of the original document on file in this office.

Attest: 
City Clerk, City of Rocklin