

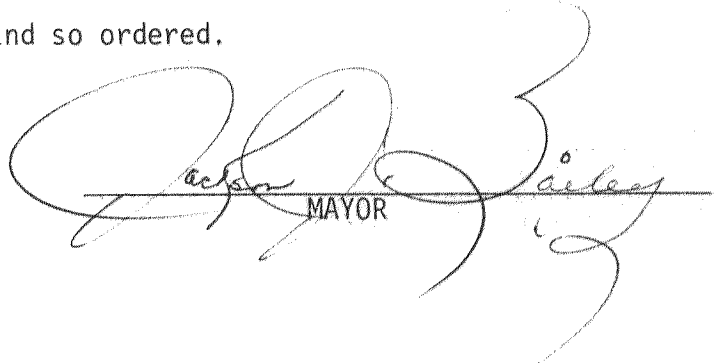
RESOLUTION NO. 5248

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PLACERVILLE AUTHORIZING THE EXECUTION
OF A FRONTAGE IMPROVEMENT AGREEMENT


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BE IT, AND IT IS HEREBY RESOLVED that the Mayor and the City Clerk of the City of Placerville are authorized and directed to execute on behalf of the City of Placerville a Frontage Improvement Agreement between the City of Placerville and Waldron's Living Trust, a copy of which Frontage Improvement Agreement is attached hereto and by reference made a part hereof.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on September 11, 1990, by Councilmember Borelli, who moved its adoption. The motion was seconded by Councilmember Lishman. Carried and so ordered.


MAYOR

ATTEST:


CITY CLERK

END DOCUMENT

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF PLACERVILLE
487 MAIN STREET
PLACERVILLE, CA 95667

Attn: City Clerk

65962

OFFICIAL RECORDS
SANTA BARBARA COUNTY-CALIF.
RECORD REQUESTED BY:

CITY OF PLACERVILLE

OCT 10 11 32 AM '90

NO FEE

DOROTHY CARR
COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FRONTAGE IMPROVEMENT AGREEMENT

Reference BPC 90-119 & CUP 90-08

This Agreement made and entered into this 24th day of August, 19 90, by and between Waldron's Living Trust, hereinafter referred to as "Owner", and the City of Placerville, a Municipal Corporation of the State of California, hereinafter referred to as "City";

WHEREAS the above named Owner wishes to install a restaurant at 1329 Broadway on APN 2:251:18 in a Commercial Zone (comply with conditions of Conditional Use Permit 90-08); and

WHEREAS the above named Owner has agreed to construct certain frontage improvements.

NOW THEREFORE, in consideration of the above mentioned instrument and the other conditions hereinafter set forth, it is mutually agreed as follows:

1. OWNER'S RESPONSIBILITY

A. Owner shall install, at no expense to the City, the following frontage improvements:

1. Approximately 610 lin. ft. of concrete curb and gutter;
2. Approximately 610 lin. ft. of concrete sidewalk 4.5 feet wide;
3. Approximately -0- sq. ft. of asphalt concrete street paving, said paving being adjacent to and within -0- feet of face and curb;
4. Any and all longitudinal drainage facilities and appurtenances as may be deemed necessary by the City Engineer, pursuant to acceptable engineering standards;
5. _____

B. Owner shall install the improvements described herein within ninety (90) days after written request by the City Council upon a finding by the City Council that such construction is needed. The request to install the improvements will be made in conjunction with and at the same time as requests to other owners who have executed Frontage Improvement Agreement on the same street, but not otherwise. In the event the above described improvements are installed to City standards through assessment district procedures or otherwise, prior to the City giving the notice provided for herein, then this Agreement shall not be enforceable by City.

2. CITY'S RESPONSIBILITY

A. City may, upon satisfactory completion of construction of all improvements described in Section 1A above, accept and maintain said improvements in accordance with standard City maintenance policies.

3. **IT IS FURTHER UNDERSTOOD AND AGREED** by and between the parties hereto that the provisions of this Agreement are subject to:

A. The approval of this Agreement by the Placerville City Council.

THIS AGREEMENT shall be binding upon the successors in interest of Owner, and shall until the improvements set forth herein are completed, be a charge against the remaining property of Owner. Said Owner's property being described as (see attached Exhibit "A").

NO OBLIGATION OTHER THAN AS SET FORTH IN THIS AGREEMENT WILL BE RECOGNIZED. THE PROCEDURE FOR APPEAL OF THE CONDITIONS HEREIN IS SET FORTH IN SECTION 8-9-10 OF THE CITY CODE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

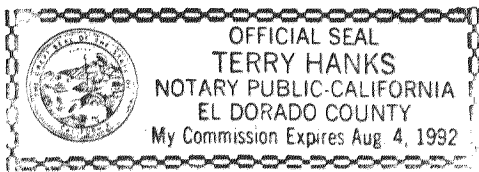
Property Owner: Vincent E. Waldron (Trustee)
Vincent E. Waldron (Trustee)
Property Owner: Carol M. Waldron (Trustee)
Carol M. Waldron (Trustee)

STATE OF CALIFORNIA
COUNTY OF EL DORADO } ss.

On AUGUST 30 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent E. Waldron and Carol M. Waldron personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within Instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal)



023200 9-82* 25 PS Individual Notarial Acknowledgment

Terry Hanks
(Notary Public's Signature)

CITY OF PLACERVILLE, A MUNICIPAL CORPORATION

By: Jack L. Bailey
Mayor

The above Agreement was approved by the City Council of the City of Placerville at their regular meeting held September 11, 1990.

ATTEST:

Lennie L. Mills
City Clerk

EXHIBIT "A"

All that real property located within the City of Placerville as described in that certain deed on file in Book 1608 as Official Records at Page 359, in the Office of the Recorder, County of El Dorado, State of California.

PW.016
1/87

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