

MAY 9 2 31 PM 1979

SITE PLAN REVIEW NO. 78-09
Ref: Plan Check NO. 289

DOROTHY GARR
COUNTY RECORDER, FRONTAGE IMPROVEMENT AGREEMENT

NO FEE

This agreement made and entered into this 17TH day of APRIL

19 79, by and between NORTHERN CALIFORNIA CONFERENCE OF S D A, hereinafter referred to as "Owner", and the City of Placerville, a Municipal Corporation, hereinafter referred to as "City";

WHEREAS the above named Owner wishes to Construct a 14,500 sq. ft. gymnasium. APN 48-380-10 1900 Broadway ZONE:(on Broadway) RT; 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) Approx. 166 Lin. Ft. of curb and gutter;
- (2) Approx. 166 Lin. Ft. of sidewalk 4.5 Ft. wide;
- (3) Approx. 1520 Sq. Ft. of street paving, said paving being adjacent to and within 2 feet of face of 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) _____

NOTE: AT SUCH TIME AS THE STREET IMPROVEMENTS ARE CALLED IN,

A DETAILED PLAN SHOWING ACCESS ONTO BROADWAY MUST BE

SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.

B. Owner shall install the improvements described herein within 90 days upon written request from the City Engineer.

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 Owner grants to City, its contractors or agents, the right to enter on the remaining lands of the Owner for the purpose of constructing improvements in the area dedicated by the Owner.

4. 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 _____ (Attach Legal Description)

whole property

20949

NO OBLIGATION OTHER THAN AS SET FORTH IN THIS AGREEMENT WILL BE RECOGNIZED.

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

Northern California Conference Association
of Seventh-day Adventists, a Corporation

Property Owner

Henry T. Bergh, Secy.
Property Owner

(Attach Notary's acknowledgment)

CITY OF PLACERVILLE, A MUNICIPAL CORPORATION

By: *Cauly Bull*
Mayor

The above agreement was approved by the City Council of the City of Placerville at the regular meeting held April 24, 1979.

ATTEST:

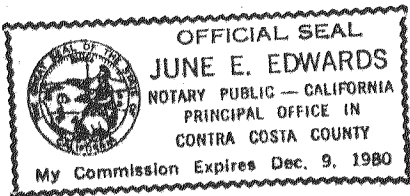
Lennie L. Mills
City Clerk

STATE OF CALIFORNIA
COUNTY OF Contra Costa } ss.

On this 17th day of April in the year one thousand nine hundred and 79, before me, June E. Edwards a Notary Public, State of California, duly commissioned and sworn, personally appeared Henry T. Bergh known to me to be the Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person..... who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same Frontage Improvement Agreement.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Contra Costa the day and year in this certificate first above written.

June E. Edwards
Notary Public, State of California



This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 - Acknowledgment Corporation (C. C. Secs. 1190-1190.1)

All that portion of the Southwest quarter of Section 10, Township 10 North, Range 11 East, M.D.B.&M., described as follows:

COMMENCING at a point which bears North 0° 08' West 258.82 feet from the Section corner common to Sections 9, 10, 15 and 16 of said Township and Range; running thence from the point of commencement South 88° 21' East 336.68 feet; thence North 0° 08' West 83.36 feet; thence North 88° 21' West 266.04 feet to a railroad spike; thence South 71° 28' West 74.40 feet; thence South 0° 08' East 57.68 feet to the point of commencement. Containing 0.62 acre, more or less.

SAVING AND EXCEPTING THEREFROM all precious metals and minerals of every kind and character, lying beneath the surface of the land hereby conveyed, together with the right at all times to enter upon the said tract of land for the purpose of extracting said precious metals and minerals and the right to mine, dig and remove the same from said tract of land, said mining, digging and removing of said metals and minerals from said land to be done with as little injury to the surface of said lands and the improvements thereon as may be conveniently and reasonable possible.

All that portion of the Southeast quarter of the Southeast quarter of Section 9 and the Southwest quarter of the Southwest quarter of Section 10, Township 10 North, Range 11 East, M.D.B.&M., more particularly described as follows:

COMMENCING at a point in the Easterly boundary of a 30 foot right of way, from which the Section corner common to Sections 9, 10, 15 and 16, bears South 51° 10' East 60.31 feet; and South 0° 08' East 130 feet; thence from said point of beginning along said Easterly boundary of a 30 foot right of way, North 04° 25½' East 84.63 feet; thence North 36° 52' East 9.51 feet; thence leaving said right of way South 88° 21' East 34.46 feet; to a point in the Section line between Sections 9 and 10; thence North 0° 08' West along said Section line 57.68 feet; thence leaving said Section line North 71° 28' East 74.40 feet; thence North 22° 38' East 401.38 feet; to the Northeast corner of the herein described parcel; thence South 76° 26' 10" West 232.47 feet to the Section line common to Sections 9 and 10; thence South 0° 08' East along said Section line 52.86 feet; thence leaving said Section line South 38° 50' West 367.83 feet; thence South 51° 10' East 237.44 feet to the point of beginning, containing 2.35 acres, more or less.

EXCEPTING AND RESERVING from the foregoing, all precious metals and minerals of every kind and character, lying beneath the surface of the land hereby conveyed, together with the right at all times to enter upon the said tract of land for the purpose of extracting said precious metals and minerals and the right to mine, dig and remove the same from said tract of land, said mining, digging and removing of said metals and minerals from said land to be done with as little injury to the surface of said lands and the improvements thereon as may be conveniently and reasonably possible.

All that portion of the Southwest quarter of Section 10, Township 10 North, Range 11 East, M.D.B.&M., described as follows:

COMMENCING at a point from which the Section corner common to Sections 9, 10, 15 and 16 of said Township and Range bears North 88° 21' West 168.34 feet; South 0° 08' East 298.82 feet and North 88° 21' West 336.66 feet; thence from the point of commencement North 88° 21' West 168.34 feet; thence North 0° 08' West 43.36 feet; thence North 88° 21' West 266.04 feet to a Rail Road Spike; thence North 22° 38' East 401.38 feet to a 1 inch iron pipe; thence North 76° 26' East 224.25 feet to a square head bolt; thence North 21° 04' West 126.28 feet; thence North 82° 14' East to a point on the Westerly bank of the El Dorado Irrigation District ditch, as the same now exists, traversing the Southwest quarter of Section 10, Township 10 North, Range 11 East, M.D.B.&M.; thence Southwesterly and Southeasterly, following the Westerly bank of said ditch to a point on said bank of said ditch, which is located South 88° 21' East 505.00 feet; North 0° 08' West 329.98 feet and North 49° 09' East 369.00 feet, from the Section corner common to Sections 9, 10, 15 and 16 of Township 10 North, Range 11 East, M.D.B.&M.; thence South 49° 09' West 369.00 feet; thence South 0° 08' East 31.16 feet to the point of commencement.

ATTACHED LEGAL DESCRIPTION

All that portion of the Southwest quarter of the Southwest quarter of Section 10, Township 10 North, Range 11 East, M. D. B. & M., particularly described as follows

COMMENCING at the Northwest corner of the property herein described, an iron pipe 18" long, marked with a copper disc stamped "RE 3230", set full length in the ground, from which point the corner common to Sections 9 - 10 - 15 - 16, Township 10 North, Range 11 East, M. D. B. & M., bears South 0 deg. 08' East 825.03 feet; thence from the said point of beginning North 82 deg 00' East 402.90 feet to an iron rod 1 inch in diameter set full length in the ground; thence South 21 deg. 04' East 126.28 feet to an iron bolt 18 inches long, having a square head, and set full length in the ground in a fence line and on the Easterly side of an old abandoned roadway; thence crossing said roadway and following the line of old fence South 76 deg. 26' 10" West 456.72 feet to an iron bolt 18 inches long, with a 1 inch square head, set full length in the ground on the projection of said fence line, from which point the Southwest corner of said Section 10 bears South 0 deg. 08' East 656.14 feet; thence North 0 deg. 08' West 168.89 feet to the point of beginning, containing 1.46 acres, more or less.

EXCEPTING AND RESERVING from this conveyance, however, all precious metals and minerals of every kind and character, lying beneath the surface of the land hereby conveyed, together with the right at all times to enter upon the said tract of land for the purpose of extracting said precious metals and minerals and the right to mine, dig and remove the same from said tract of land, said mining, digging and removing of said metals and minerals from said land to be done with as little injury to the surface of said lands and the improvements thereon as may be conveniently and reasonably possible.

ATTACHED LEGAL DESCRIPTION

Comprising a portion of the Southwest Quarter of the Southwest Quarter of Section 10, and the Southeast Quarter of the Southeast Quarter of Section 9, all in Twp. 10 North, Range 11 East, M. D. B. & M.,

Commencing at the Southwest corner of the tract herein described, a stake two (2) inches square, 18 inches long and firmly set in the ground in fence line from which the corner common to Sections 9, 10, 15, and 16 in Twp. 10 North, Range 11 East, M. D. B. & M. bears South $0^{\circ} 08'$ East, 783.20 feet; thence along fence line North $20^{\circ} 55'$ West 153.00 feet; thence North $64^{\circ} 01'$ East 258.53 feet; thence North $34^{\circ} 40'$ West, 251.11 feet; thence North $83^{\circ} 36'$ East 109.28 feet; thence South $64^{\circ} 41'$ East 149.02 feet; thence South $21^{\circ} 04'$ East, 335.67 feet; thence South $82^{\circ} 00'$ West, 402.90 feet; thence South $0^{\circ} 08'$ East 41.83 feet to the place of commencement. Containing 2.400 acres, more or less.

EXCEPT THEREFROM any portion thereof included within the exterior boundary lines of a strip of land 18 feet wide extending through said property and which would be included within the lines running parallel to and distant 9 feet on each side, measured at right angles from a center line hereinafter described. The exterior lines of said strip being extended so as to intersect the most Northerly and the most Southerly line of the land above described and which is conveyed hereby--the center line of said strip above referred to being described as follows:

Beginning at a point on the Southerly line of the land first herein described and which is conveyed by this Deed at a point from which the corner common to Sections 9, 10, 15, and 16 in Twp. 10 North, Range 11 East, M.D. B. & M. bears South $23^{\circ} 43' 30''$ West, 960.9 feet; thence from said point said center line extends the following courses and distances:

North $22^{\circ} 25'$ West, 137.78 feet; North $24^{\circ} 49'$ West, 92.72 feet; North $41^{\circ} 49'$ West, 54.50 feet; North $58^{\circ} 15'$ West, 81.47 feet; North $67^{\circ} 16'$ West, 102.59 feet; North $59^{\circ} 27'$ West, 37.68 feet; thence North $37^{\circ} 52'$ West to the intersection with the Northerly line of the property first herein described.

ALSO GRANTING to the grantee herein an easement

for road purposes over the 18 foot strip of land above described--it being understood that said easement is not an exclusive easement and the right ~~xx~~ so conveyed is to be a right used in common with others and other rights and easements to be conveyed to others by the Grantors herein.

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RESOLUTION NO. 2541

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

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 the
Northern California Conference of Seventh-Day Adventists, 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
April 24, 1979, by Councilman Sullivan, who moved its
adoption. The motion was seconded by Councilman Prengel
and a poll vote was taken which stood as follows:

AYES: McIntire, Prengel, Sullivan, Tustin, Borelli

NOES: None

ABSENT: None.

The motion having a majority of votes "AYE", the
Resolution was declared to have been adopted and it was so ordered.

Carroll Bull
MAYOR

ATTEST:

Lennie L. Mills
CITY CLERK

