

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

ENGINEERING DIVISION
CITY OF PLACERVILLE
3101 CENTER STREET
PLACERVILLE, CA 95667



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2013-0045145-00

Acct 109-CITY OF PLACERVILLE
Tuesday, AUG 27, 2013 15:36:21
Ttl Pd \$0.00 Rcpt # 0001549754
DLC/C1/1-3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FRONTAGE IMPROVEMENT AGREEMENT

1700 Broadway
APN: 049-170-15

Reference: BPC: 10-130

This Agreement is made and entered into this 15 day of August, 2013, by and between Barry J. Wilkinson, Trustee of the Barry J. Wilkinson 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 construct a single family home at 1700 Broadway, 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:

A. OWNER'S RESPONSIBILITY

1. Owner shall install, at no expense to the City, the following frontage improvements:
 - a. Approximately 288 lineal feet of concrete curb and gutter;
 - b. Approximately 288 lineal feet of 4.5' wide concrete sidewalk;
 - c. Approximately 1152 square feet of asphalt concrete street paving, said paving being adjacent to and within 4 feet of face of concrete curb and gutter;
 - d. Any and all longitudinal drainage facilities and appurtenances as may be deemed necessary by the City Engineer, pursuant to acceptable engineering standards along the parcel street frontage.
2. 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.

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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.

- 3. As of the date of this agreement, the City is engaged in the process of developing a Pedestrian Circulation Improvement Program, a component of which may be the creation of a Pedestrian Circulation Impact Fee. In the event that a fee is adopted, the City may, at its sole discretion, determine that the undersigned property owner, or their successors in interest, shall pay the adopted fee in lieu of constructing sidewalk improvements along their frontage. The amount of the obligation shall be the lesser of the adopted fee, or the then current cost of constructing improvements identified herein. Said payments shall be due to the City within 90 days of the City placing a demand on the property owner.

B. CITY'S RESPONSIBILITY

- 1. 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.

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

- 1. The approval of this Agreement by the Placerville City Manager.

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:

ALL THAT REAL PROPERTY LOCATED WITHIN THE CITY OF PLACERVILLE AS DESCRIBED IN THAT CERTAIN DEED, ON FILE, DOCUMENT NUMBER 2004-18444 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA.

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: Barry J. Wilkinson
Barry J. Wilkinson

(Attach Notary's Acknowledgment)

CITY OF PLACERVILLE, A MUNICIPAL CORPORATION

By: M. Cleve Morris
M. Cleve Morris, City Manager

ATTEST:

Susan Zito
Susan Zito, City Clerk

ACKNOWLEDGMENT

State of California
County of EL DORADO } ss.

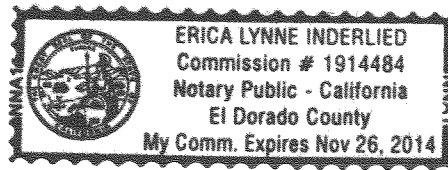
On 15 AUG 2013 before me, ERICA LYNNE Inderlied Notary Public, personally appeared BARRY J. Wilkinson, who

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.

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]
Signature



(seal)

OPTIONAL INFORMATION

Date of Document

[Signature]

Thumbprint of Signer

Type or Title of Document

Franchise Imp. Agent

Number of Pages in Document

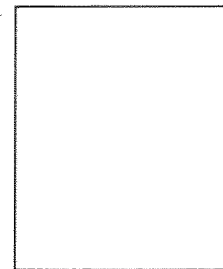
[Signature]

Document in a Foreign Language

[Signature]

Type of Satisfactory Evidence:

- Personally Known with Paper Identification
- Paper Identification
- Credible Witness(es)



Check here if no thumbprint or fingerprint is available.

Capacity of Signer:

- Trustee
- Power of Attorney
- CEO / CFO / COO
- President / Vice-President / Secretary / Treasurer
- Other: _____

Other Information: _____