

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FRONTAGE IMPROVEMENT AGREEMENT
7553 Green Valley Road

Reference: Permit Application No. 21126
7553 Green Valley Road
325-120-57-100

This Agreement made and entered into this ____ day of _____, 2021 by and between JAJ Green Valley, LLC, a California Limited Liability Company, 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 has submitted a construction application for building improvements and a change in occupancy from B to A-2 Accessory F-2 at assessor's parcel number 325-120-57-100, thereby increasing the traffic generation on the street in question.

WHEREAS the above-named OWNER has agreed to construct certain frontage improvements as required under City Code.

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 103 lineal feet of concrete curb and gutter;
 - b. Approximately 103 lineal feet of 5-ft wide concrete sidewalk;
 - c. Approximately 206 square feet of asphalt concrete street paving, said paving being 103 lineal feet by 2-ft wide and adjacent to the concrete gutter; and

- d. Any and all longitudinal drainage facilities and appurtenances as may be deemed necessary by the City Engineer, pursuant to current and 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. 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 said improvements in accordance with standard City maintenance policies.

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: _____
JAJ Green Valley, LLC, a California Limited Liability Company

(Attach Notary's Acknowledgment)

CITY OF PLACERVILLE, A MUNICIPAL CORPORATION

By: _____
M. Cleve Morris, City Manager

Date: _____

ATTEST:

Regina O'Connell, City Clerk

Acknowledgment below is for City Clerk's Use Only

STATE OF CALIFORNIA

COUNTY OF _____)

On _____ before me, _____
DATE (City Clerk's Name)

Personally appeared, _____

Personally known to me to be the person whose name is subscribed to within the instrument and acknowledgment to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Regina O'Connell, City Clerk (SEAL)

Exhibit A

All that Real Property situated in the City of Placerville, County of El Dorado, State of California bounded and described as follows:

Parcel C as shown on the Parcel Map filed June 9, 1976 in Book 11 of Parcel Maps, at Page 33, El Dorado County Records.

Assessor's Parcel No. 325-120-57-100