

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**  
**1006 Roddan Court**

**Reference: Permit Application No. 19012**  
**1006 Roddan Court**  
**002-051-33-100**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Eric R. Martin and Jessica N. Martin, 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 remodel and construct an addition to the single-family residence at assessor's parcel number 002-051-33-100.

**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 80 lineal feet of concrete curb and gutter;
  - b. Approximately 80 lineal feet of 4-ft wide concrete sidewalk;
  - c. Approximately 160 square feet of asphalt concrete street paving, said paving being 80 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: \_\_\_\_\_  
**Eric R. Martin, Owner**

Property Owner: \_\_\_\_\_  
**Jessica N. Martin, Owner**

(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"

ASSESSOR'S PARCEL NUMBER: 002-051-33-100

Tract 1 as shown on that certain Record of Survey Map filed in the Office of the County Recorder of El Dorado County, State of California, on April 6, 2004 in Book 24 of Record of Surveys, at Page 122.

Excepting therefrom the Lands Conveyed to Eric R. Martin and Jessica N. Martin by that certain deed recorded on June 29, 2012 as Instrument No. 2012-31887 of Official Records of El Dorado County