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 2450 Morrene Drive

Reference: Permit Application No. 21941 2450 Morrene Drive 050-401-026-000

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between Raul Anthony Carrillo Jr. and Amanda Jocelyn Carrillo, 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 is constructing a Single Family Residence at assessor's parcel number 050-401-026-000.

**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 194 lineal feet of concrete curb and gutter;
  - b. Approximately 194 lineal feet of 4.5-ft wide concrete sidewalk;
  - c. Approximately 1,746 square feet of asphalt concrete street paving, said paving being 194 lineal feet by 9-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. Owner shall make an offer of dedication to the City of all required easements and rights of way for the installation of streets, utilities and public service facilities, including the curb, gutter, and sidewalk, as required by City Code Section 8-9-5.
- 4. 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 A1 above, accept said improvements in accordance with standard City maintenance policies.
- 2. If the City constructs the improvements described in Section A1 above, 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.

**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:		
1 ,	Raul Anthony Carrillo Jr.	
Property Owner:		
1 7 —	Amanda Jocelyn Carrillo	

(Attach Notary's Acknowledgment)

## CITY OF PLACERVILLE, A MUNICIPAL CORPORATION

By:	
M. Cle	eve Morris, City Manager
Date:	
ATTEST:	
Regina O'Connell, City	y Clerk
<u>Acknowledgment</u>	below is for City Clerk's Use Only
STATE OF CALIFORNIA	
COUNTY OF	)
On	before me, (City Clerk's Name)
DATE	(City Clerk's Name)
Personally appeared,	
instrument and acknowledgm authorized capacity, and that	the person whose name is subscribed to within the nent to me that he/she executed the same in his/her t by his/her signature on the instrument the person, which the person acted, executed the instrument.
WITNESS my hand and officia	al seal.
-	
	(SEAL)
Regina O'Connell,	

## EXHIBIT "A"

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

A portion of the Northeast quarter of the Southwest quarter of Section 5, Township 10 North, Range 11 East M.D.B&M. described as follows:

BEGINNING at a point which bears East 120 feet and North 01°33′30″ East, 90.26 feet from a 1½ inch pipe marking the center of the Southwest quarter of said Section 5; thence continuing East 185.43 feet; thence North 45°57′30″ West 148.30 feet; thence North 59°56′ East 132.51 feet; thence North 20.01 feet to the centerline of Morrene Drive; thence along said centerline South 87°50′ West, 193.65 feet; thence South 182.18 feet to the point of beginning.

APN 050-401-026-000