

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk's Office
CITY OF SAN LUIS OBISPO
990 Palm Street
San Luis Obispo, CA 93401

No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

**SUBDIVISION AGREEMENT
FOR
TRACT 2943 PHASE 2**

THIS AGREEMENT is dated this 2nd day of December 2021, by and between Sterling C. Ball and Nova Gayle Ball Marks, as trustees of the Roland S. Ball Revocable Trust, u/t/d November 20, 1995, herein referred to as "Subdivider," and the CITY OF SAN LUIS OBISPO, herein referred to as the "City."

RECITALS

REFERENCE IS HEREBY MADE to that certain proposed subdivision of real property in the City of San Luis Obispo, County of San Luis Obispo, State of California, a description of which is shown on the Tract Map No. 2943, City of San Luis Obispo, California, as approved by the City Council on the 8th day of December, 2021.

The Subdivider desires that said Tract Map No. 2943, Phase 2 be accepted and approved as a Final Map pursuant to the Subdivision Regulations of the City of San Luis

Obispo (Title 16 of the San Luis Obispo Municipal Code), and

It is a condition of said regulations that the Subdivider agree to install the improvements as set forth on the improvement plans therefore.

TERMS AND CONDITIONS:

In consideration of the foregoing, the Subdivider does hereby agree to construct and install the following subdivision improvements in accordance with said subdivision regulations, and in accordance with approved plans and specifications on file in the office of the City Engineer, City of San Luis Obispo, to wit:

1. DRIVEWAY APRONS
3. WATER LATERALS and SEWER LATERALS, to the property line and water services to the curb stop.
4. LANDSCAPING
5. STORM DRAIN PIPE AND INLET
6. ELECTRIC, GAS, TELEPHONE AND CABLE TELEVISION: In addition to the inspection and approval of such facilities by the City, each public utility shall be required to file a letter stating that the developer has properly installed all facilities to be provided by him, and that the said utility is prepared to provide service to residents upon request.
7. ANY & ALL OTHER IMPROVEMENTS shown on plans or required by project approvals.

All of the above facilities shall be installed in the locations designated and to the plans and specifications on file and approved by said City.

The lines and grades for all of said improvements shall be established by the Subdivider in accordance with said approved plans and specifications.

The Subdivider agrees that the work of installing the above improvements shall begin within thirty (30) days from the date of recording of the final map, and that the work

shall be completed within twelve (12) months of said recording date, unless an extension has been granted by the City, provided that if completion of said work is delayed by acts of God or labor disputes resulting in strike action, the Subdivider shall have an additional period of time equivalent to such period of delay in which to complete such work. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

No building permits will be issued nor occupancy granted after the expiration date of the agreement until completion and acceptance of all subdivision improvements unless specifically approved by the City.

The Subdivider does also agree to comply with the conditions established by the Planning Commission and/or City Council and has paid the necessary fees as indicated on the attached Exhibits 1 and 2.

The restoration of lost section corners and retracement of section lines within the Subdivision shall be in accordance with Article 5, paragraph 8771 et seq., of the Professional Land Surveyors Act, Chapter 15 of the Business and Professions Code of the State of California.

The Subdivider attaches hereto, as an integral part hereof, and as security for the performance of this agreement, an instrument of credit or bond approved by and in favor of the City of San Luis Obispo, and conditional upon the faithful performance of this agreement. Said instrument of credit or bond is in the amount of **\$450,000** which is the amount of the estimated cost of said improvements that remain to be completed from the original **\$450,000** of required improvements. Per Sec. 66499.7(d) of the Government

Code of the State of California, a reduction in the performance security, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements, and the risk of loss or damage to the improvements and the obligation to maintain the improvements shall remain the sole responsibility of the subdivider until all required public improvements have been accepted by the local agency and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

Subdivider agrees to remedy any defects in the improvements arising from faulty workmanship or materials or defective construction of said improvements occurring within twelve (12) months after acceptance thereof. In accordance with Sections 66499.7 and 66499.9 of the Government Code of the State of California, upon final completion and acceptance of the work, City will retain a security in the amount of **\$45,000** which is 10% of the total estimated cost of subdivision improvements. That amount being deemed sufficient to guarantee faithful performance by the Subdivider of his obligation to remedy any defects in the improvements arising within a period of one year following the completion and acceptance thereof.

Completion of the work shall be deemed to have occurred on the date which the City Council shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, and any approved modifications thereto. Neither periodic nor progress inspections or approvals shall bind the City to accept said improvements or waive any defects in the same or any breach of this agreement.

"AS-BUILT" record drawings are to be submitted within four weeks of completion of construction and prior to City acceptance of the public improvements.

If the Subdivider fails to complete the work within the prescribed time, the Subdivider agrees that City may, at its option, declare the instrument of credit or bond which has been posted by Subdivider to guarantee faithful performance, forfeited and utilize the proceeds to complete said improvements, or city may complete said improvements and recover the full cost and expense thereof from the Subdivider or his surety.

The Subdivider has deposited with the City a **labor and materials surety** in the amount of 50% of the above described subdivision improvements (**\$225,000**) in accordance with State law.

Said Subdivider shall pay an inspection fee for City to inspect the installation of said subdivision improvements, and to verify that they have been completed in accordance with the plans and specifications.

Title 16 of the San Luis Obispo Municipal Code, entitled "Subdivision," all plans and specifications on file with said City as a part of said Subdivision Map, and all other documents filed with the City by the Subdivider and approved by the City are hereby referred to for further particulars in interpreting and defining the obligations of the Subdivider under this agreement.

Pursuant to Government Code Section 66474.9(b), the subdivider shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action or proceeding against the City and/or its agents, officers or employees to attack, set aside, void or annul, the approval by the City of this subdivision, and all actions relating thereto, including but not limited to environmental review ("Indemnified Claims"). The City shall promptly notify the subdivider of any Indemnified Claim upon being


presented with the Indemnified Claim and City shall fully cooperate in the defense against an Indemnified Claim.

It is understood and agreed by and between the Subdivider and the City hereto that this agreement shall bind the heirs, executors, administrators, successors and assigns of the respective Parties to this agreement.

It is agreed that the Subdivider will furnish copies of the successful bidder's contract unit prices and total bid prices for all of the improvements herein referred to.

IN WITNESS WHEREOF, this agreement has been executed by:

SUBDIVIDER



Sterling C. Ball as trustee of the
Roland S. Ball Revocable Trust,
u/t/d November 20, 1995

11-30-21

Date

Nova Gayle Ball Marks, as trustee of the
Roland S. Ball Revocable Trust,
u/t/d November 20, 1995

Date

CITY OF SAN LUIS OBISPO

Erica A. Stewart, Mayor

Date

See next pages

ATTEST:

Teresa Purrington, City Clerk

APPROVED AS TO FORM:

Christine Dietrick, City Attorney

Date

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California Riverside
County of San Luis Obispo

On November 30, 2021, before me, Sonia Rondez, Notary Public,
Date Name and Title of the Officer

personally appeared, Sterling C. Ball,
Name of Signer(s)

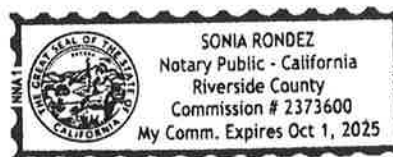
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ 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

Sonia Rondez
Signature of Notary Public



Place Notary Seal Above

SUBDIVIDER

See page 7

Sterling C. Ball as trustee of the
Roland S. Ball Revocable Trust,
u/t/d November 20, 1995

Date



Nova Gayle Ball Marks, as trustee of the
Roland S. Ball Revocable Trust,
u/t/d November 20, 1995

12/02/2021

Date

CITY OF SAN LUIS OBISPO

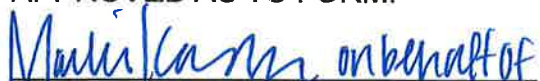

Erica A. Stewart, Mayor

12/13/21
Date

ATTEST:


Teresa Purrington, City Clerk

APPROVED AS TO FORM:


Christine Dietrick, City Attorney

12/7/2021
Date

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of LOS ANGELES }

On 2 DEC. 2021 before me, RAFFI DILSIZIAN NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared NOVA GAYLE BALL MARKS,
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.

Raffi Dilsizian
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SUBDIVISION AGREEMENT
(Title or description of attached document)

TRACT 2943
(Title or description of attached document continued)

Number of Pages 9 Document Date 12-02-21

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- ☐ State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- ☐ Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- ☐ The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- ☐ Print the name(s) of document signer(s) who personally appear at the time of notarization.
- ☐ Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- ☐ The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- ☐ Signature of the notary public must match the signature on file with the office of the county clerk.
 - ☐ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ☐ Indicate title or type of attached document, number of pages and date.
 - ☐ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- ☐ Securely attach this document to the signed document with a staple.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

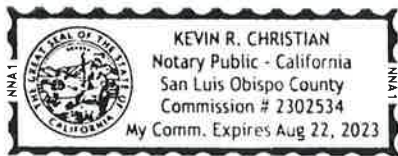
State of California

County of San Luis Obispo }

On December 7, 2021 before me, Kevin R. Christian, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Markie Kersten
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 Kevin R. Christian
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision Agreement, Tract 2943 Phase 2

Document Date: December 02, 2021 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

San Luis ObispoOn December 13, 2021

Date

before me, Kevin R. Christian, Notary Public

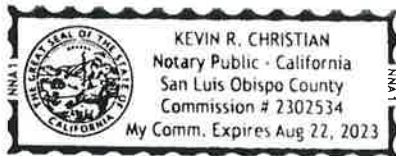
Here Insert Name and Title of the Officer

personally appeared

Erreca A. Stewart

Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Subdivision Agreement, Tract 2943 Phase 2Document Date: December 02, 2021

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

EXHIBIT 1
TRACT 2943 Phase 2
SUBDIVISION AGREEMENT

1. The Subdivider has deposited a monumentation guarantee in the amount of \$2,500 to cover the installation of survey monuments in accordance with the approved map and payment for same. Said guarantee will be released to the Subdivider upon receipt by the City of a letter from the Engineer indicating that they have completed the work and have been paid.
2. Park-in-lieu fees are not applicable for these Commercial lots, as noted in the attached EXHIBIT 2.
3. Public improvement inspection fees shall be paid at time of encroachment permit issuance.
4. Water and sewer impact fees shall be paid at time of building permits through the Community Development Department per the fee schedule in effect at that time.
5. Transportation impact fees shall be paid at time of building permits through the Community Development Department per the fee schedule in effect at that time.
6. The subdivider shall comply with all requirements of the Council Resolution approving the tentative map.

EXHIBIT 2

TRACT 2943 Phase 2 - FEE AND BOND LIST (FMAP-0208-2020)

	Amount	Form	Date Received	Bond Release Status
<i>Bonds and Guarantees:</i>				
Total Faithful Performance	\$450,000	Letter of Credit	March 2021	Can be released upon City acceptance of improvements and deposit of one-year warranty surety.
Labor & Materials (50% of total cost of improvements)	\$225,000	Letter of Credit	March 2021	Can be released 90 days after acceptance of improvements, if no claims. (Civil Code Section 8412)
Monument Guarantee	\$2,500		July 2021	Can be released upon verification that monuments have been set and surveyor has been paid.
10% Warranty	Do not make bond for this 10%. It is a future hold from 10% of the faithful performance bond			Can be released one-year after acceptance of improvements, if no defects.
<i>Fees:</i>				
Map Check Fee	\$17,812.62	Check	5/14/20	Paid
Improvement Plan Check Fee	\$17,102.59	Check	paid July 2021 Energov	To be paid before map recordation or before encroachment permit issuance.
Construction Inspection Fee	\$33,557.83	Check	paid July 2021 Energov	To be paid before map recordation or before encroachment permit issuance.
	To be paid with encroachment permit:			
Park In-Lieu Fee ¹	N/A			N/A
Affordable Housing Requirements	To be collected with building permit N/A for commercial properties, no residences			
Water Impact Fee ¹	To be collected with building permit			
Wastewater Impact Fee ¹	To be collected with building permit			
Transportation Impact Fee ¹	To be collected with building permit			

¹ All Impact Fees are adjusted annually (July 1) based on CPI. Credit given for demolished units.