

COUNTY OF PLACER
Community Development Resource Agency

**ENGINEERING &
SURVEYING**

Michael J. Johnson, AICP
Agency Director

Wes Zicker, P.E.
Director

MEMORANDUM

TO: Honorable Board of Supervisors
FROM: Wes Zicker, Director *WZ*
Department of Engineering and Surveying, Community Development Resource Agency
DATE: May 24, 2011
SUBJECT: **WOODBIDGE ESTATES II, TRACT #967**

ACTION REQUESTED:

It is requested the Board take the following actions:

- A. Adopt a Resolution to abandon an Irrevocable Offer of Dedication for a Road Easement over Martella Lane created by the Woodbridge Estates II Final Map.
- B. Accept the subdivision improvements as complete.
- C. Authorize the Chairman to sign the Subdivision Improvement Replacement Agreement.
- D. Instruct the Clerk of the Board to do the following:
 1. Prepare the Resolution of Abandonment for recording.
 2. Prepare the Subdivision Improvement Replacement Agreement for recording.

BACKGROUND:

The Tentative Map for Woodbridge Estates II was approved to create 7 residential lots ranging in size from 1 acre to 1.5 acres on an 8.0 acre parcel as shown on Exhibit 'B' attached hereto. This subdivision is located adjacent to and north of Old Auburn Road approximately ¼ mile west of Sierra College Blvd. The Final Map for this project, recorded on July 24th 2008 in Book CC of Maps at Page 002 ORPC and included an Irrevocable Offer of Dedication (IOD) for a public easement over the on-site road called Martella Lane. This IOD has not been accepted for public use but remains in effect. The current owner, Pasquetti Holdings LLC, acquired the project in September 2009 from Granite Community Bank who acquired title from Old Auburn 2005, LP by a non-judicial foreclosure. The improvements constructed with this subdivision consist of subdivision streets, sewer, drainage, survey monumentation and miscellaneous items. Streets within this project are private, with maintenance provided by the property owner's association.

Security sufficient to cover labor / materials and faithful performance for those improvements was supplied by Old Auburn 2005, LP in conjunction with a Subdivision Improvement Agreement (SIA) recorded as Document No. 2008-060145. The term of that Agreement has lapsed creating the need for the current owner to execute an agreement to cover the warranty period.

Pasquetti Holdings LLC, has requested the County abandon the IOD for Martella Lane. Pasquetti Holdings LLC owns all seven of the lots in this development, and has constructed a gate on Martella Lane. DPW and the Engineering and Surveying Department have determined that there is no longer a necessity for a public through road at this location. All processing fees have been paid, the proposed abandonment has

been distributed for comment and no objections have been received. The proposed abandonment qualifies for Summary Vacation, and therefore, does not require a separate public hearing. Notification of this proposed abandonment has been posted on the property and sent to adjacent property owners.

If your Board approves this abandonment (item A) and accepts the subdivision improvements as complete (item B), staff has crafted an agreement for the warranty period that recognizes these actions. The abandonment (item A) coupled with recent changes in County Code that no longer requires warranty security for private improvements, allow for an amount of security for the warranty period that is much less than originally identified in the SIA. Changes to the amount and purpose of the security and the extension of the term of the SIA are incorporated into the Subdivision Improvement Replacement Agreement (item C). Approval of this Agreement will supercede the previous SIA and establish the proper amount of security for the warranty period.

ENVIRONMENTAL CLEARANCE

A Mitigated Declaration (SCN 2006042073) has been found adequate to satisfy the requirements of CEQA for this project. Required mitigation measures have been addressed by the Conditions of Approval for this subdivision.

The Resolution of Abandonment is categorically exempt from the provisions of CEQA Section 15061(b)(3), no potential to cause significant environmental impact.

FISCAL IMPACT

None

Attached to this report for the Board's information/consideration are:

ATTACHMENTS:

- Resolution of Abandonment
- Subdivision Improvement Replacement Agreement
- Exhibit A – Vicinity Map
- Exhibit B – Map of Subdivision

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: A RESOLUTION ABANDONING AN
OFFER OF DEDICATION FOR A ROAD EASEMENT -
MARTELLA LANE - WOODBRIDGE ESTATES II -
ROSEVILLE.

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____,
by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chairman, Board of Supervisors

WHEREAS, a Road Easement - Martella Lane - was dedicated to Placer County on the map of Woodbridge Estates II, filed for record in Book CC of Maps, at Page 002; and

WHEREAS, it has been determined that the Offer of Dedication for the Road Easement - Martella Lane - is no longer necessary for present or prospective public use; and

WHEREAS, summary vacation of the Offer of Dedication is permissible pursuant to Chapter 4 of Part 3, Division 9 of the Streets and Highways Code, commencing with Section 8330.

Resolution No. _____

A Resolution Abandoning an Offer of Dedication for a Road Easement - Martella Lane – Woodbridge Estates II - Roseville.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Placer County that from and after the date this Resolution is recorded, the Offer of Dedication for the Road Easement – Martella Lane, dedicated on the map of Woodbridge Estates II, filed for record in Book CC of Maps at Page 002, shall be vacated and abandoned, and shall thereafter not constitute an Offer of Dedication for an easement for public road purposes; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Placer County that the above described easement is not useful as a nonmotorized transportation facility.

Recording Requested by
and Return to:

Placer County
Community Development Resource Agency
Engineering and Surveying Department
3091 County Center Drive, Suite 120
Auburn, California 95603

Subdivision Name: Woodbridge Estates II, Tract #967
Subdivision No. PSUB 20050361
Recorded at: Book BB of Maps, at Page 002,
Placer County Official Records.

Previous Subdivider: Old Auburn 2005, L.P.
Previous Subdivision Improvement Agreement
Recorded: July 24, 2008 as Document No. 2008-0060145
Placer County Official Records

Subdivider: Pasquetti Holdings, LLC
Effective Date:

SUBDIVISION IMPROVEMENT REPLACEMENT AGREEMENT

This Subdivision Improvement Replacement Agreement is entered into by and between the County of Placer, hereinafter called "County," and Pasquetti Holdings, LLC hereinafter called "Subdivider," on the ____ day of _____, 20__.

RECITALS

1. Subdivider has received approval from County of a tentative subdivision map commonly known as Woodbridge Estates II (the "Subdivision").
2. Subdivider has obtained fee title to the property contained within the boundary of the final map for Woodbridge Estates II recorded on July 24, 2008 in Book BB of Maps at Page 002 Placer County Official Records (the "Map"). A copy of this map is on file with the Placer County Community Development Resource Agency and by this reference incorporated herein.
3. County approved the Map subject to the execution of a Subdivision Improvement Agreement recorded on July 24, 2008 as Document No. 2008-0060145 Placer County Official Records (the "SIA").

4. Subdivider acquired fee title to property contained within the boundary of the Map and bound by the SIA by virtue of a Grant Deed recorded on September 14, 2009 as Document No. 2009-0078049 Placer County Official Records.

5. Subdivider has requested, and the County has agreed, to execute this Subdivision Improvement Replacement Agreement (the "Agreement") to recognize the completion of "the improvements" as described in Section 6 of the SIA and to adjust the amount of security (Section 13).

6. County and Subdivider wish to memorialize their voluntary agreement to record this Agreement, and upon doing so, the SIA will be superseded by this Agreement and the SIA will no longer be a covenant running with the land.

7. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.)

AGREEMENT

6. **Improvements.** Subdivider has completed all the works of improvement ("the Improvements") required for the Subdivision as shown on the final improvement plans for Woodbridge Estates II: DFF 1369 submitted to, approved by, and filed with the Community Development Resource Agency, in accordance with the requirements of the Map Act, Title 16, the Standard Specifications of County improvement plans, and such other requirements as are included herein.

7. **Additional Requirements.** Subdivider further agrees to perform all additional work as specified in Exhibit 1 attached hereto and in the conditions of approval of the tentative subdivision map incorporated herein by reference.

8. **Acceptance of Improvements upon Completion.** Upon satisfactory completion of the improvements in accordance with the approved improvement plans, the Standard Specifications and the conditions of approval of the tentative subdivision map, County agrees to accept the improvements as complete, subject to the provisions of Paragraph 10 hereof.

9. **Notice Regarding Construction.** Subdivider shall notify the Community Development Resource Agency 48 hours prior to commencement of construction to remedy any defects in the public improvements arising from faulty or defective design or construction of said improvements.

10. **Warranty.** Subdivider agrees to remedy any defects in the public improvements arising from faulty or defective design or construction of said improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the Board of Supervisors.

11. **Indemnity and Hold Harmless.**

A. The SUBDIVIDER hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. SUBDIVIDER agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the SUBDIVIDER. SUBDIVIDER also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against SUBDIVIDER or the COUNTY or to enlarge in any way the SUBDIVIDER'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from SUBDIVIDERS performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

B. Subdivider has identified all existing utilities on the Plans and Specifications, and paid all costs and expenses for relocation of utilities, whether shown on such Plans and Specifications or not, and agrees to defend and hold harmless County from any claims arising out of failure to show or relocate such utilities.

C. It is mutually understood that Subdivider will bear the full responsibility for losses incurred by destruction or damage to all improvements, from any cause whatsoever, and shall bear full responsibility for costs incurred or reasonably necessary, until such improvements are accepted by the County or other appropriate public agency.

12. **Delay.** If the remedy of defects to the public improvements is delayed without fault of Subdivider, the time for completion thereof may be extended by the Director of the Community Development Resource Agency for such period of time as County may deem reasonable.

13. **Security.** Subdivider shall furnish to County security to ensure the faithful performance of all duties and obligations of Subdivider herein contained in accordance with Government Code Section 66499. Such security shall be in a form acceptable to the County Counsel. If bonds are submitted, Subdivider must provide documentation, in a form acceptable to the County Counsel, that the surety is duly admitted surety authorized to conduct business in the State of California. Such security shall be in the following amount(s) for the following purpose(s):

A. **Warranty:** Twenty five percent (25%) of the estimated cost of the public improvements, which estimated cost is in the amount of: Twenty Thousand Nine Hundred Seventy dollars (\$20,970).

14. **Irrevocability of Security.** The security furnished pursuant to Paragraph 13 shall be irrevocable, shall not be limited as to time (except as to the 12 month period specified in Paragraph 10), and shall provide that it shall be released, in whole or in part, only upon the written approval of the Director of the Community Development Resource Agency.

15. **Legal Jurisdiction.** This contract is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Contract it shall be subject to the interpretation under the laws of the State of California and any legal proceedings shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any federal court removal and/or original jurisdiction rights it may have.

16. **Release of Remaining Security.** Upon the successful conclusion of the warranty period as specified in Paragraph 10, the Director of the Community Development Resource Agency shall authorize the release of the security provided pursuant to Paragraph 13 as provided by Government Code Section 66499.7.

17. **Insurance.** Prior to the commencement of any work to repair defects in the improvements associated with the Agreement, the Subdivider shall file with COUNTY a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

A. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to SUBDIVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

SUBDIVIDER shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. GENERAL LIABILITY INSURANCE:

a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of SUBDIVIDER, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by SUBDIVIDER in this Agreement.

b. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

c. If SUBDIVIDER carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

d. If SUBDIVIDER carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

e. Special Claims Made Policy Form Provisions:

SUBDIVIDER shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by SUBDIVIDER shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- b. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

D. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

18. **Monuments.** Subdivider has installed such survey monuments as depicted on the Final Map filed as a condition of this approval.

19. **Failure of Performance.** In the event Subdivider fails to perform one or more of the conditions herein, County shall have recourse to the security given to guarantee the performance of such acts. County shall have recourse against so much of the security as is necessary to discharge the responsibility of Subdivider hereunder. County shall have recourse against Subdivider for any and all amounts necessary to complete the obligations of Subdivider in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the County, in addition to the costs of the improvements, shall be a proper charge against the security and/or Subdivider.

20. **Attorney's Fees.** In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the court.

21. **Agreement Binding on Successors, Etc.** This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

22. **Subdivision Map Act Controlling.** To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

23. **Other Provisions: NONE**

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

Dated:

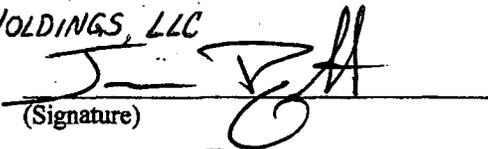
COUNTY OF PLACER

By: _____
CHAIR OF THE PLACER COUNTY
BOARD OF SUPERVISORS

Dated: 4-7-11

SUBDIVIDER
PASQUETTI HOLDINGS, LLC

By:


(Signature)

JASON PASQUETTI
(Printed Name)

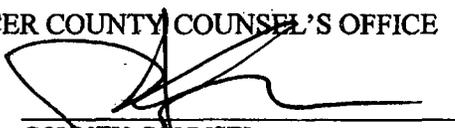
~~MANAGER~~ MEMBER
(Printed Title)

APPROVED AS TO FORM

PLACER COUNTY COUNSEL'S OFFICE

Dated:

By:


COUNTY COUNSEL

ATTACHMENT 3 VICINITY MAP



42' PRIVATE ROAD, PUBLIC UTILITY EASEMENT,
EMERGENCY ACCESS EASEMENT AND
INGRESS/EGRESS AND SUPPORT EASEMENT

S 89°40'26" E 327.53'

12.5' MULTI PURPOSE
EASEMENT

LOT 7

LOT 6

12.5' MULTI PURPOSE
EASEMENT

LOT 5

35.0' DRAINAGE
EASEMENT AND MULTI
PURPOSE EASEMENT
LOT 4

42' PRIVATE ROAD, PUBLIC UTILITY EASEMENT,
EMERGENCY ACCESS EASEMENT AND
INGRESS/EGRESS AND SUPPORT EASEMENT

(PRIVATE)

S00°28'09"E 791.52'

LOT 3

N00°28'21"W 1318.33'

MARTELLA
LANE

LOT 2

N89°37'53"W
165.40'

NORTH
AREA WEST ENGINEERS, INC.

LOT 1

S00°28'21"E 528.06'

ATTACHMENT 4 100.0' LANDSCAPE EASEMENT

TRACT NO. 967
WOODBIDGE ESTATES II
ASSESSMENT DIAGRAM
ZONE OF BENEFIT N/A
COUNTY SERVICE AREA NO. N/A

12.5' MULTI PURPOSE
EASEMENT

N89°37'53"W 165.09'
OLD AUBURN ROAD

R/W