



**COUNTY OF PLACER**  
**Community Development Resource Agency**

**ENGINEERING  
&  
SURVEYING**

Michael Johnson, Agency Director

Wes Zicker  
Director of Engineering & Surveying

**MEMORANDUM**

**TO:** Honorable Board of Supervisors  
**FROM:** Wes Zicker, Director  
Department of Engineering and Surveying, Community Development Resource Agency  
**DATE:** March 16, 2010  
**SUBJECT:** **ALEXANDRIA ESTATES, TRACT # 921 / PROJECT NO. DFF-1096**

**ACTION REQUESTED:**

This department inspected the construction of the improvements within the Alexandria Estates Subdivision and found the work to be in accordance with the approved standards. The existing Subdivision Improvement Agreement (SIA) that covers this work has expired.

Therefore it is requested that the Board:

1. Accept the improvements as complete.
2. Authorize the Chairman to sign the "Assumption and Modification of Subdivision Improvement Agreement".
3. Authorize the Faithful Performance and Labor and Materials sureties to be set at:
  - a) Faithful Performance 25% of the value of public improvements immediately upon your Board's approval.
  - b) Labor and Material 50% or the total of all claims per G.C.66499.7, whichever is higher, for six months or longer if claims exist.

**BACKGROUND:**

Alexandria Estates was approved to create 10 single-family residential lots with an average size of 20364 square feet, and 4 Common Area Lots as shown on the attached Exhibit "B". This subdivision is located north of Douglas Boulevard, south of Macargo Road, and west of Granite Lake Drive in Granite Bay as shown on the attached Exhibit "A".

The improvements constructed with this subdivision consist of public sewer and water systems, landscaping and irrigation, private subdivision streets, drainage facilities, survey monumentation, and miscellaneous items. Security sufficient to cover labor / materials and faithful performance has been posted with the County.

Douglas Boulevard frontage landscape and irrigation maintenance is funded by Zone 196 of County Service Area No. 28, as established by your Board on June 27, 2006.

Granite Community Bank N.A. acquired the project from the original owner, Alexandria Estates, LLC in September 2009. The term of the SIA for this project had lapsed prior to acquisition by the current owner. To facilitate your Board's acceptance of the project's improvements and the corresponding reduction in security an Assumption and Modification of Subdivision Improvement Agreement has been crafted. This agreement extends the term of the original SIA, acknowledges the current owner's responsibilities and confines the warranty obligation to only public improvements thus reducing the amount of security to be held.

209

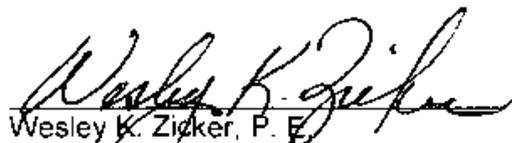
**ENVIRONMENTAL CLEARANCE:**

A Mitigated Negative Declaration (EIAQ-3501) for Alexandria Estates has been found adequate to satisfy the requirements of CEQA for this project. The Mitigated Negative Declaration was approved by the Board of Supervisors on March 12, 2002.

**FISCAL IMPACT:**

None

Respectfully submitted,



Wesley K. Zicker, P. E.  
Director Engineering & Surveying Department

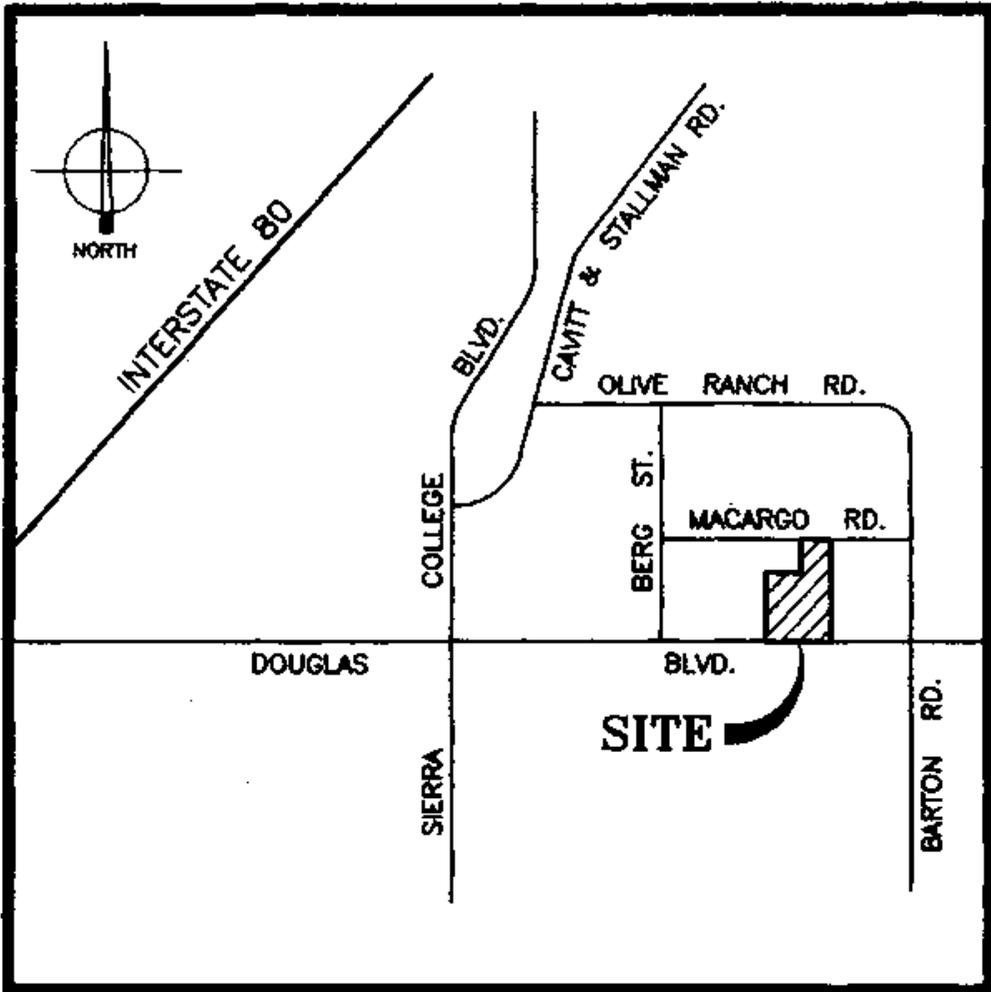
Attached to this report for the Board's information/consideration are:

Attachment: Exhibit 'A' Vicinity Map

Attachment: Exhibit 'B' Map of Subdivision

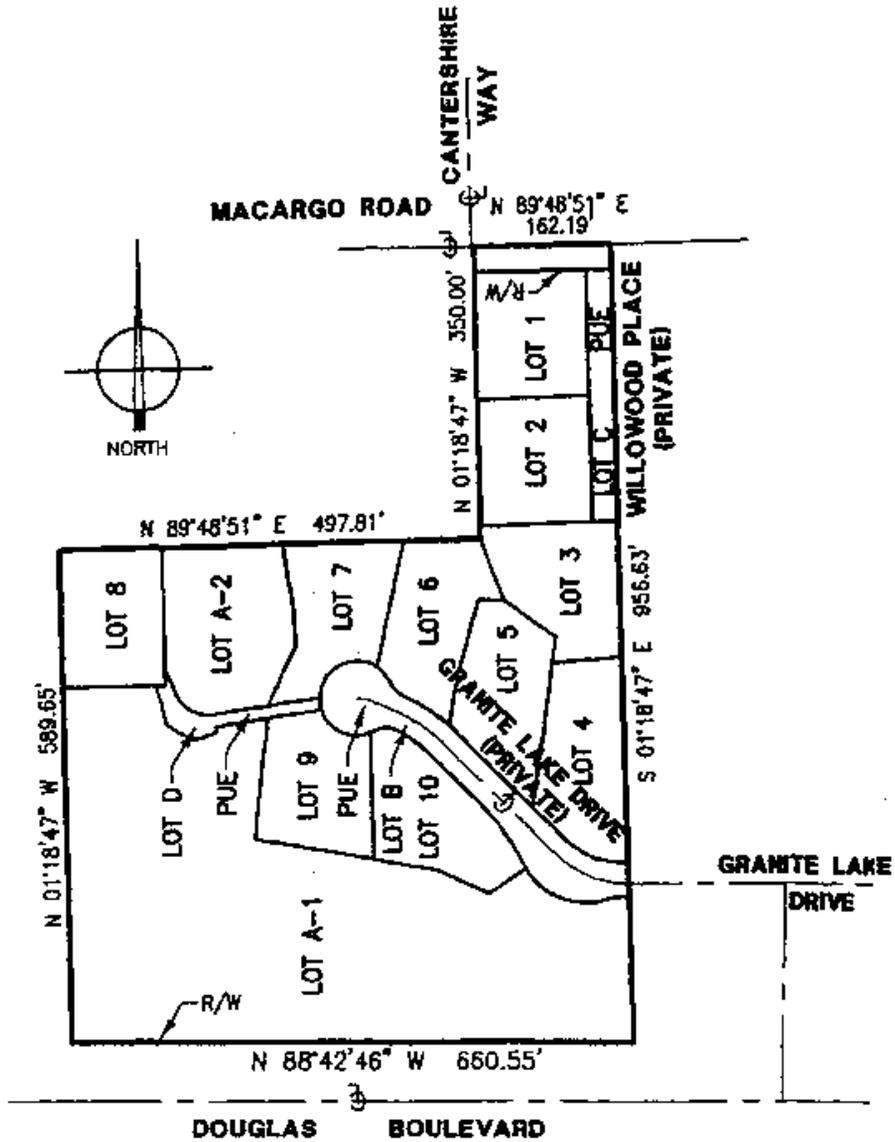
Attachment: Assumption and Modification of Subdivision Improvement Agreement

EXHIBIT "A"



**VICINITY MAP**  
NOT TO SCALE

EXHIBIT "B"



TRACT NO. 921  
**ALEXANDRIA ESTATES**  
ASSESSMENT DIAGRAM  
ZONE OF BENEFIT 198  
COUNTY SERVICE AREA NO. 28

212

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

County of Placer  
Community Development Resource Agency  
3091 County Center Drive, Suite 120  
Auburn, CA 95603

---

**ASSUMPTION AND MODIFICATION  
OF  
SUBDIVISION IMPROVEMENT AGREEMENT**

APN(s): 048-630-013 THRU 048-630-025, INCLUSIVE

Subdivision Name: Alexandria Estates  
Subdivision No.: SUB-398/VAA3755, Tract No. 921  
Current Owner: Granite Community Bank N.A.  
Final Map Recorded: Book BB of Maps, at Page 21, Placer County Official  
Records  
Subdivision Improvement  
Agreement Recorded: Document No. 2006-0073625, Placer County Official  
Records  
Contract No.: 30921

This ASSUMPTION AND MODIFICATION OF SUBDIVISION IMPROVEMENT AGREEMENT ("Assumption and Modification Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between Granite Community Bank N.A. ("Granite"), and the County of Placer ("County").

WHEREAS, Alexandria Estates LLC ("Alexandria") and County entered into that certain Subdivision Improvement Agreement ("SIA"), dated June 27, 2006 recorded as Document No. 2006-0073625, Placer County Official Records, as a condition to approving the subdivision known as Alexandria Estates, SUB 398 ("Project").

WHEREAS, Granite acquired the Project from Alexandria by a Trustee's Deed Upon Sale recorded on September 21, 2009 as Document No. 2009-0081302, Placer County Official Records.

213

WHEREAS, Granite and the County wish to enter into a written agreement whereby Granite acknowledges the assumption of all rights and obligations under the SIA and the County agrees to modify the term of the SIA and amounts of security retained after the completion of improvements.

WHEREAS, Granite has provided to County a letter dated February 24, 2010 assuring that the Irrevocable Letter of Credit in the amount of \$867,677.00 issued by Granite to secure the SIA, will remain in full force and effect and be made available to County as stipulated in the SIA, a copy of which letter is attached as Exhibit A hereto.

WHEREAS, Granite agrees to provide to the County a Certificate of Insurance as described in Article 17 of the SIA before Granite undertakes any warranty repairs to any publicly maintained improvements.

WHEREAS, County and Granite wish to memorialize their voluntary agreement to alter security amounts, extend the term of the SIA, include provisions relating to the installation of an electric meter and address other matters covered by the SIA and wish to execute an assumption and modification agreement for that purpose.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **ASSUMPTION.** Granite hereby assumes all of Alexandria's rights and obligations under the SIA and agrees to perform under the SIA as if the original "Subdivider" party thereto.

2. **MODIFICATION.**

a. SIA Article 6 (Reading "Such work will be completed within 35 months [not to exceed 36] of the date of this agreement.") is hereby deleted and replaced in its entirety with the following language: "Such work will be completed within 12 months of the date this Assumption and Modification Agreement is executed."

b. SIA Article 10 (Reading "Warranty. Subdivider agrees to remedy any defects in the 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.") is hereby deleted in its entirety and replaced with the following language: "Warranty. Subdivider agrees to remedy any defects in any of the publicly-maintained 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."

c. The first sentence of subsection A of the third paragraph of SIA Article 13 (Reading "Faithful Performance: Twenty five percent (25%) of the estimated cost of the improvements, which said twenty five percent is in the amount of TWO HUNDRED SIXTEEN THOUSAND NINE HUNDRED NINETEEN DOLLARS (\$216,919.00) to ensure the satisfactory

performance of the required improvements.") is hereby deleted and replaced in its entirety with the following language: "Faithful Performance: Twenty five percent (25%) of the estimated cost of the publicly-maintained improvements, which said twenty five percent is in the amount of SEVENTY NINE THOUSAND SEVEN HUNDRED NINETY EIGHT DOLLARS (\$79,798) to ensure the satisfactory performance of the required improvements."

d. The first sentence of SIA Article 17 ( Reading "**Insurance.** Unless otherwise agreed to in writing by the County's Risk Manager, Subdivider shall file with County a Certificate of Insurance, with companies admitted to practice business in the State of California, and acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:") is hereby deleted and replaced in its entirety with the following language: "**Insurance.** Prior to undertaking any warranty repair work on publicly-maintained improvements and unless otherwise agreed to in writing by the County's Risk Manager, Subdivider shall file with County a Certificate of Insurance, with companies admitted to practice business in the State of California, and acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:"

**3. ELECTRIC METER INSTALATION.** The parties agree that the electrical meter and main breaker panel located near the main entrance gate and serving both the common area and County landscape maintenance responsibility area (CLMRA) will be placed in the name of and under the locked control of the Placer County Department of Facility Services. The Developer agrees to facilitate the installation of a new electrical meter and main breaker panel as near as possible to the CMLRA for the exclusive service of the CMLRA. Developer agrees to provide a new main breaker panel (in a make, model, and mounting acceptable to the County), perform all necessary hookups, testing, and abandonment of unnecessary equipment following installation of a new electrical meter all at the sole expense of the Developer. The developer shall make all reasonable efforts to facilitate the installation and hookup of said meter and new main breaker panel within nine months of execution of this agreement. If meter is not operational within nine months of the execution of this agreement, parties agree that the County may discontinue electrical service to any circuits serviced by the existing meter and breakers including service to the main gate and irrigation controllers. The Developer may not add any additional service load to the existing meter. The Developer agrees not to make any attempt to bypass the main breaker controlled by the County prior to operation of the new meter.

**4. RECORDATION AND REPRESENTATIONS.** Each party consents to the recording of this Assumption and Modification Agreement in the Placer County Official Records. By executing this Assumption and Modification Agreement, each party acknowledges receipt of a true and correct copy of the Subdivision Improvement Agreement. The parties agree that each has been afforded the opportunity to consult with the attorney of its choosing prior to execution of this Assumption and Modification Agreement. The persons signing this Assumption and Modification Agreement each warrants and represents that he or she has the authority to execute this Assumption and Modification Agreement on behalf of his or her respective entity and to bind that entity to the terms and conditions stated herein.

5. **FULL FORCE AND EFFECT.** In all other respects not specifically addressed in this Assumption and Modification Agreement, the SIA remains in full force and effect.

**IN WITNESS WHEREOF,** the parties have executed this Assumption and Modification Agreement on the date(s) shown below:

Dated: \_\_\_\_\_

COUNTY OF PLACER

By: \_\_\_\_\_  
CHAIR OF THE PLACER COUNTY  
BOARD OF SUPERVISORS

Dated: 2/24/2010

SUBDIVIDER

By:  \_\_\_\_\_  
(Signature)

Patrick Mayers  
(Printed Name)

Senior Vice President  
(Printed Title)

APPROVED AS TO FORM

PLACER COUNTY COUNSEL'S OFFICE

Dated: \_\_\_\_\_

By \_\_\_\_\_  
COUNTY COUNSEL