

Planning Commission Agenda Item #7
July 9, 2007

To: Planning Commission
From: Darcy Goulart, Planner
Subject: Golden Hills Estates Unit 4
Vesting Tentative Subdivision Map

Recommendation

Staff recommends approval of the Vesting Tentative Subdivision Map for Golden Hills Estates Unit 4 based on the Findings and Conditions of Approval as shown in Attachment B.

Background

In 1988 the surrounding area was approved for 50 single family residential lots and 6 duplex lots. The project was known as Sutter Crest East, but was never constructed. The property was purchased by Trafalgar, Inc. and a Vesting Tentative Subdivision Map was submitted for 67 single family residential lots and 46 townhouse apartment units. The average lot size was one-half acre in size and the townhouse apartments were situated on three parcels. The approval included the improvement of several residential streets and the extension of existing streets into the subdivision. A General Plan Amendment was also approved to designate the property Residential Low Density (Planned Development). This designation allowed a mix of single family and townhomes under the Planned Development Combining designation. A Mitigated Negative Declaration was prepared, circulated and adopted for the project. The mitigation measures were included as Conditions of Approval for the project and approved by the Planning Commission July 8, 2002. A copy of the previous project staff report and approval documents are included as reference for the Planning Commission (Attachment D).

Analysis

The applicant is proposing 10 single family residential lots and one remainder lot on property that is zoned R-1 (PD). The subject property is located on the northwest corner of the intersection of Golden Hills Drive and Broadmeadows Drive. The 10 single family lots will become Unit 4 of the overall Golden Hills Estates project (as discussed above). The lots range in size from 10,000 sq. ft. up to 17,669 sq. ft. These lots sizes are similar in size to the lots across the street and in the surrounding neighborhoods. Full street improvements for Golden Hills Drive and Broadmeadows Drive have been installed. Therefore this project has not been conditioned to dedicated or install any street improvements. With the installation of the street improvements the utility lines have also been provided to each parcel. The conditions that have been placed on the project are those from the previous Golden Hills Estates project that would apply to this project. The majority of these conditions are standard conditions that apply to all tentative maps. The project is consistent with the goals and policies of the General Plan and meets the requirements of the Zoning Ordinance and Title 17.

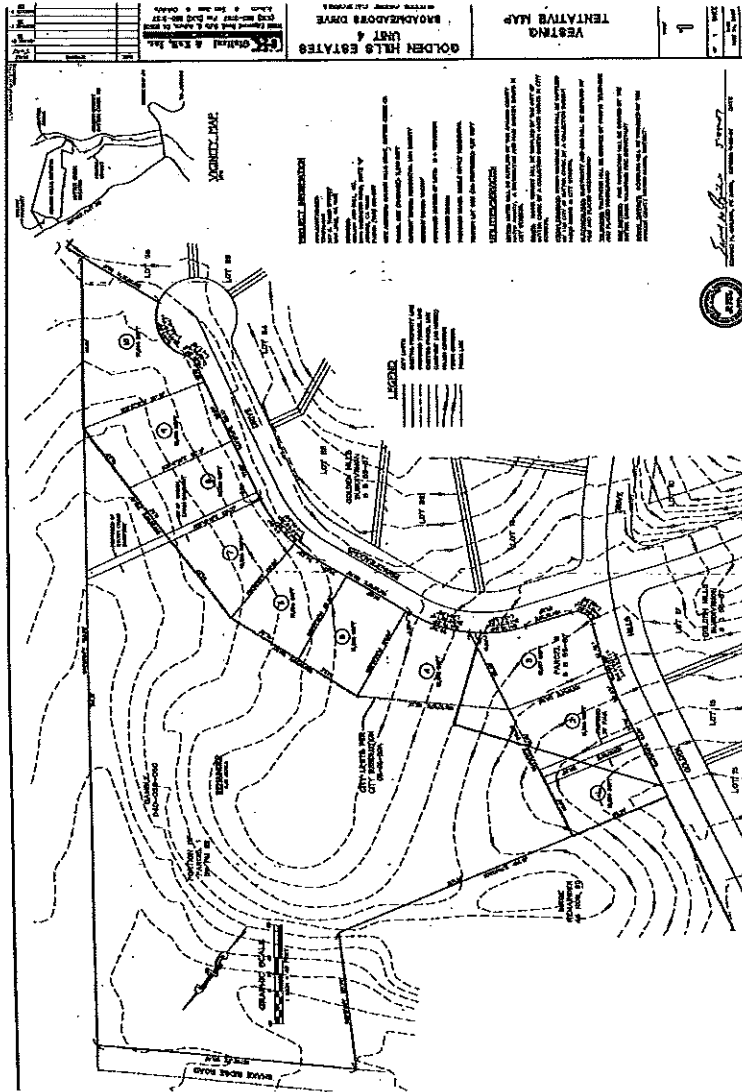
Figure 1 - Vicinity Map



Figure 2 - Aerial



Figure 3 – Vesting Tentative Subdivision Map



Two new conditions of approval are being added as part of this project. The first condition requires annexation into a community facilities district (CFD) to fund additional costs associated with fire protection services. The City Council passed a resolution on August 21, 2006 which granted consent to include land within the City boundaries in the County of Amador Fire Protection Services CFD. The cost per single family dwelling per year is \$515.30 and may increase annually up to two percent. The second condition requires the applicant to form or annex into a CFD, street maintenance assessment district, other financing district or provide a similar funding mechanism which is acceptable to the City of Sutter Creek to fund the project's fair share of ongoing roadway maintenance. The consolidated list of conditions is included as Exhibit B to the Resolution (Attachment B). The required Findings for approval of the Vesting Tentative Subdivision Map have been included as Exhibit A of the Resolution (Attachment B). Findings have been provided for CEQA, the Subdivision Map Act and the General Plan, Zoning Code and Municipal Code.

The previous Golden Hills Estates entered into a Subdivision Improvement Agreement with the City (Attachment E). This unit (Unit 4) was not included in that agreement and therefore a new one would need to be done for this project. The new agreement shall only include those improvements that have not already been completed by Units 1-3.

Environmental

A Mitigated Negative Declaration was prepared, circulated and adopted for the previous Golden Hills Estates project. There are no additional impacts associated with the approval of this project. Those mitigation measures have been included as part of the approval of this project.

The project is exempt from CEQA based on Section 15332 which consist of projects characterized as in-fill development. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. The project site has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The site can be adequately served by all required utilities and public services.

Attachments

- A. Vesting Tentative Subdivision Map
- B. Resolution/Findings/Conditions
- C. Notice of Exemption
- D. Golden Hills Estates Staff Report/Approval Docs (Units 1-3)
- E. Subdivision Improvement Agreement Unit 1-3

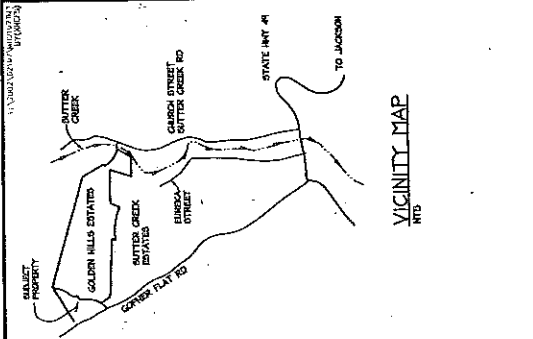
| | |
|-----------|----------|
| SCALE | 1" = 40' |
| DATE | |
| REVISIONS | |
| BY | |
| CHKD | |
| DATE | |

CK Gilliam & Kull, Inc.
 11899 Edgewood Road, Suite 2, Auburn, CA 95603
 (530) 885-5107 Fax (530) 885-5157
 Oakland, CA
 Sean Jose

**GOLDEN HILLS ESTATES
 UNIT 4
 TENTATIVE MAP**

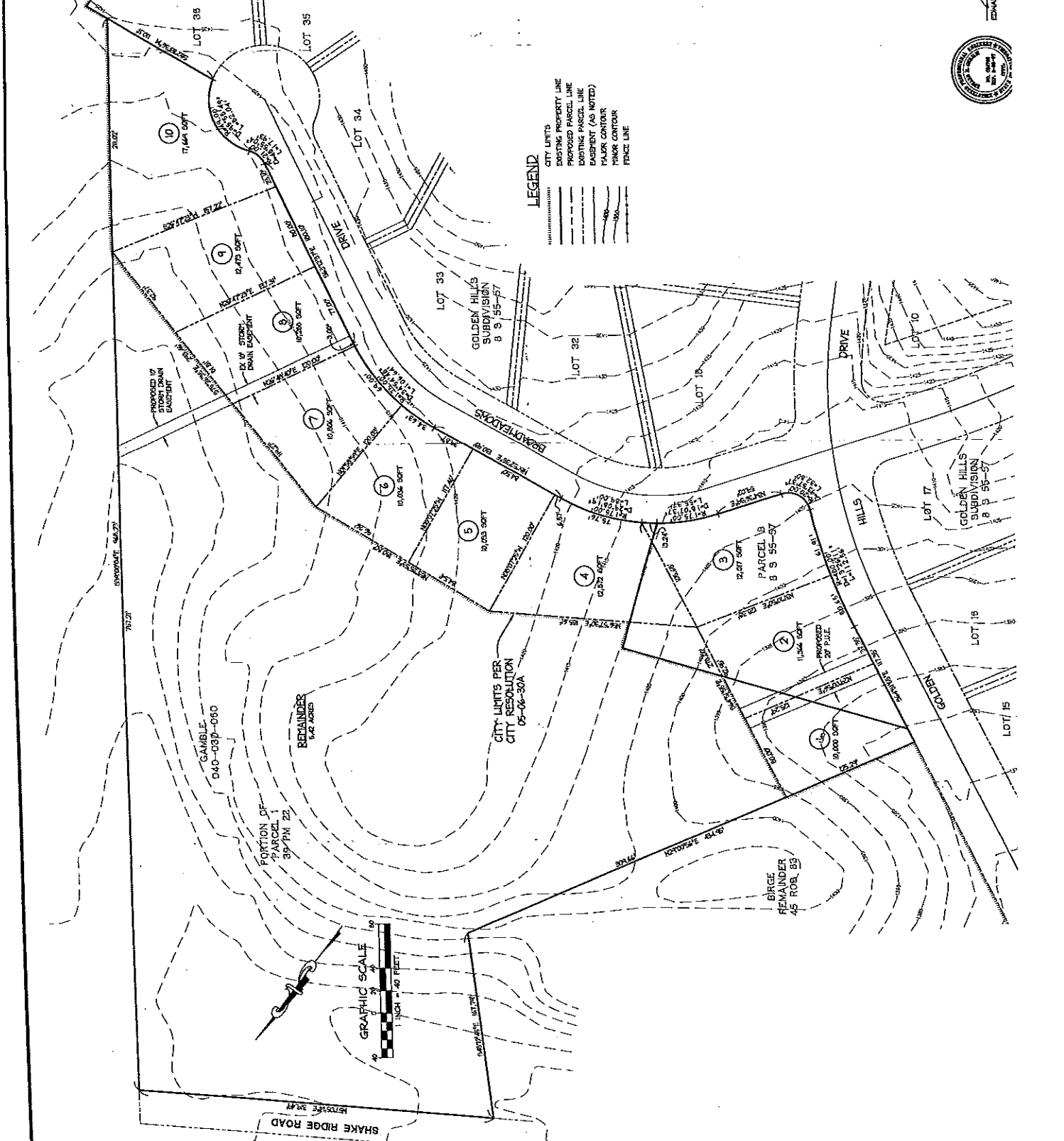
VESTING MAP

Attachment A
 SHEET
 DATE 5/24/07
 EDWARD T. GILLIAM, PE SACS, DIVERS 4-00-07

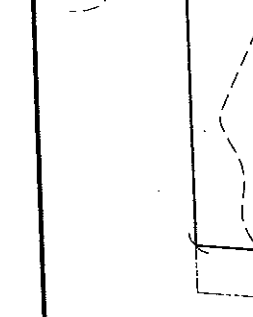


PROJECT INFORMATION
 APPLICANT/OWNER: TRANVALGAS, 11899 EDGWOOD ROAD, SUITE 2, AUBURN, CA 95603
 ENGINEER: EDWARD T. GILLIAM, PE SACS, DIVERS 4-00-07, 11899 EDGWOOD ROAD, SUITE 2, AUBURN, CA 95603
 CITY ADDRESS: GOLDEN HILLS DRIVE, SUTTER CREEK, CA
 PARCEL SIZE (AVERAGE): 11,200 SQFT
 CURRENT ZONING: RESIDENTIAL LOW DENSITY
 CURRENT USES: VACANT
 PROPOSED NUMBER OF LOTS: 10 + REMAINDER
 PROPOSED ZONING:
 PROPOSED USAGE: SINGLE FAMILY RESIDENTIAL
 MINIMUM LOT SIZE (AS PROPOSED): 4,811 SQFT

UTILITIES/SERVICES
 WATER: WATER WILL BE SUPPLIED BY THE AMADOR COUNTY WATER AGENCY. A DISTRIBUTION AND MAIN SYSTEM EXISTS IN CITY STREETS.
 SEWER: SEWER SERVICE WILL BE SUPPLIED BY THE CITY OF SUTTER CREEK BY A COLLECTION SYSTEM MAIN EXISTING IN CITY STREETS.
 STORM DRAINAGE: STORM DRAINAGE SYSTEM WILL BE SUPPLIED BY THE CITY OF SUTTER CREEK BY A COLLECTION SYSTEM MAIN EXISTING IN CITY STREETS.
 ELECTRICAL: ELECTRICITY AND GAS WILL BE SUPPLIED BY THE AMADOR COUNTY UTILITIES BOARD.
 TELEPHONE: TELEPHONE WILL BE SERVICE BY PACIFIC TELEPHONE AND PLACED UNDERGROUND.
 FIRE: FIRE PROTECTION WILL BE SERVED BY THE SUTTER CREEK VOLUNTEER FIRE DEPARTMENT.
 SCHOOL: SCHOOLING WILL BE PROVIDED BY THE AMADOR COUNTY UNIFIED SCHOOL DISTRICT.



LEGEND
 CITY LIMITS
 EASEMENT
 PROPOSED PARCEL LINE
 EXISTING PARCEL LINE
 BOUNDARY (AS NOTED)
 POWER POLE
 POWER CONDUIT
 FENCE LINE



EDWARD T. GILLIAM, PE SACS, DIVERS 4-00-07 DATE 5/24/07

City of Sutter Creek
Planning Commission

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF SUTTER CREEK APPROVING THE
GOLDEN HILLS ESTATES UNIT 4 VESTING TENTATIVE SUBDIVISION MAP

WHEREAS, the Planning Commission of the City of Sutter Creek did on Monday, July 9, 2007, hold a public hearing on a proposed Vesting Tentative Subdivision Map for Golden Hills Estates Unit 4 submitted by Stan Gamble (Assessors Parcel No.) after properly noticing said hearing; and

WHEREAS, the Planning Commission did at the public hearing, receive a report from the planning staff, receive input from the Applicant's representative, and receive testimony from the public, and at the closing of said public hearing did deliberate and consider the same; and

WHEREAS, the Planning Commission found that the project was Exempt from the CEQA based on Section 15332 which are project characterized as in-fill development; and

NOW, THEREFORE BE IT RESOLVED that the Planning Commission of the City of Sutter Creek hereby approves the Vesting Tentative Subdivision Map for Golden Hills Estates Unit 4 based on the Findings attached hereto as "Exhibit A," and subject to the Conditions of Approval attached hereto as "Exhibit B."

PASSED AND ADOPTED by the Planning Commission of the City of Sutter Creek on this 9th day of July, 2007 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank Cunha, Chairman

ATTEST:

MARY BETH VAN VOORHIS, Secretary to the Planning Commission

FINDINGS FOR THE
GOLDEN HILLS ESTATES VESTING TENTATIVE SUBDIVISION MAP

1. The proposed map is consistent with applicable General Plan because the project site is designated Residential Single Family and Residential Low Density (Planned Development) which complies with the overall proposed density of the subdivision.
2. The design or improvement of the proposed subdivision is consistent with applicable General Plan because the General Plan residential policies have been considered in the project design.
3. The site is physically suitable for the type of development because it is located in an area that exhibits varying terrain and can be developed into detached homes on larger lots with steeper slopes.
4. The site is physically suitable for the proposed density of development because each parcel is of sufficient size to accommodate its proposed residential unit.
5. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because appropriate mitigation measures have been applied to the project.
6. The design of the subdivision or the type of improvements is not likely to cause serious public health problems because sewer, water and storm drainage improvements will be required prior to the selling of any lots.
7. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision because the existing easements are properly located or will be obtained prior to recordation of the final map.
8. There are no dedications of land or street improvements required of this map. The street improvements have already been installed with Golden Hills Estates Units 1, 2, and 3.
9. The design of the subdivision provides, to the extent feasible, for the future passive or natural heating opportunities in the subdivision because each lot is large enough and has sufficient southern exposure to facilitate solar orientation.

CONDITIONS OF APPROVAL FOR THE
GOLDEN HILLS ESTATES UNIT 4 VESTING TENTATIVE SUBDIVISION MAP

GENERAL CONDITIONS:

1. The final map shall substantially conform to the Vesting Tentative Subdivision Map as approved by the Planning Commission and on file at the City Offices.
2. The Subdivider shall meet the requirements of the City Subdivision Ordinance, Zoning Ordinance, Sign Ordinance, Noise Ordinance, Street Tree Ordinance, Parkland Dedication and In Lieu Fee Ordinance, and Traffic Mitigation Fee Ordinance unless otherwise specifically superseded by these Conditions of Approval.
3. Prior to the filing of the final map with the County Recorder, the Subdivider shall enter into a Subdivision Agreement with the City which specifies the following:
 - a. the phasing of the project by subdivision unit;
 - b. a proposal for street lighting, street landscaping maintenance, and storm drainage maintenance;
 - c. amount of funds to be credited for subdivision improvements which benefit the community and;
 - d. parkland dedication requirements.
4. The maximum number of dwelling units approved under this Vesting Tentative Subdivision Map is 10. Second Unit Dwellings are allowed on a case-by-case basis pursuant to State Law.
5. The final map shall be filed with the Amador County recorder within twenty four (24) months. If the first final map is not filed by July 9, 2009, the vesting map shall expire.
6. An application to extend the filing period for this vesting tentative map shall be received by the City clerk thirty (30) days prior to the map expiration date set forth in Condition 5.
7. Prior to the filing of the final map with the County Recorder, the Subdivider shall file with the Community Development Director a certificate or statement that according to the county records, there are no liens against the subdivision or any part thereof for unpaid state, county, municipal, or local taxes or special assessments not yet payable.
8. Prior to submittal of the final map, the Community Development Director shall receive a letter from the following agencies indicating that the Subdivider has complied with the requirements of the agencies: Amador Water Agency; Sutter Creek Fire District; Pacific Gas and Electric Company; SBC; and Comcast.
9. Prior to submittal of the final map, the Subdivider shall provide the City Planner with a copy of any proposed covenants, conditions, and restrictions (CC&R's) which shall be applicable to the subdivision. The City Planner shall have the right of approval over the issues of private road, common area, and common facility maintenance.

10. Dedication certificates shall be as set forth by resolution of the City Council. All utility easements shall be shown on each final map. Water, sewer, and/or storm drainage easements for off-site improvements and outside road rights-of-way shall be private easements.
11. Prior to approval of the final map, the applicant shall amend the Subdivision Improvement Agreement to include Unit 4. The amendment to the agreement shall be approved by the City Council prior to final map approval.
12. Prior to recordation of the final map, the project shall annex into the County of Amador Community Facilities District No. 2006-1 to fund additional costs associated with fire protection services for the new development as per City of Sutter Creek Resolution No. 060706.
13. Prior to recordation of the final map, the project applicant shall form or annex into a Community Facilities District (CFD), street maintenance assessment district or other financing district or will provide a similar funding mechanism which is acceptable to the City of Sutter Creek to fund the project's fair share of ongoing roadway maintenance.

GRADING, DRAINAGE, AND EROSION CONTROL:

Refer to Mitigation Measures following these Conditions of Approval.

WATER AND SEWER:

14. Prior to recording the final map, the Subdivider shall meet the requirements of the City Sewer Standards and Title 14 of the City Code to include:
 - a. On each proposed parcel, the applicant shall provide wastewater collection facilities in accordance with City Standards;
 - b. On each proposed parcel which is not serviced by an existing domestic water service, the applicant shall provide for water service installation in accordance with: water main size; location of mains in City streets; fire hydrant spacing; and off-site improvements; and
 - c. All sewer improvements shall be constructed in accordance with engineered improvement plans subject to review and approval of the City Sanitation Engineer. All sewer mains shall be a minimum of 6-inches in diameter.

MISCELLANEOUS CONDITIONS:

15. All ordinance requirements of the Sutter Creek Fire District shall be met.
16. All ordinance requirements of the Amador Water Agency shall be met.

MITIGATION MEASURES:

Those Mitigation Measures contained within the Golden Hills Estates Mitigated Negative Declaration are hereby incorporated into these Conditions of Approval, and begin on the following page.

**MITIGATION MEASURES INCORPORATED AS
CONDITIONS OF APPROVAL FOR THE
GOLDEN HILLS VESTING TENTATIVE SUBDIVISION MAP**

18. The 100-year flood zone shall be delineated on the Final Subdivision Map along with a notation that no structures are allowed within the floodplain.
19. The Golden Hill Drive bridge structure shall be designed and constructed to pass a 100-year flood event.
20. Implement general construction measures during construction as follows:
 - Limit soil disturbance to the minimum necessary to complete subdivision improvements;
 - Protect all erodible surfaces prior to the advent of fall storms;
 - Clear slopes only when construction is scheduled;
 - Provide temporary surface drainage for topsoil and spoil piles; and
 - Berm graded material to maximize temporary ponding and minimize surface water flow across graded areas.
21. Improve all swale/gully outfalls to resist erosion and channel scouring, preferably with vegetation and, if necessary, selective application of gunite or similar material.
22. Install filter strips to maximize infiltration and minimize runoff from the project site.
23. Install permanent grease and sediment traps at runoff points once subdivision improvements are in place.
24. A drainage study shall be prepared by a civil engineer that establishes storm water runoff tributary to all proposed or required improvements.
25. Incorporate adequate engineering in the subdivision storm drainage system so as to minimize increases in surface runoff to adjacent parcels of land.
26. Demonstrate methods to prevent adverse effects on tributary seasonal drainages, drainage ways and the Sutter Creek stream.
27. All storm drainage improvements shall be sufficient to comply with City standards and adequately convey storm water.
28. Divert storm water runoff from the Gopher Gulch watershed to the Sutter Creek watershed by making off-site improvements to an existing diversion facility located at Gopher Flat Road and Manor Court, and as directed by the City Engineer.
29. Revegetate all exposed soils with Blando Brome at 40 pounds of live seed per acre; or hydromulch all exposed soils prior to October 15th of each year in which construction occurs within the subdivision.

30. Incorporate into the project design methods to ensure slope stabilization in disturbed areas.
31. Submit an erosion control plan for review and approval by the City Engineer and Region 2 of the California Department of Fish and Game.
32. All structures shall adhere to the Uniform Building Code requirements for Seismic Zone 3.
33. As part of the improvement plans for the subdivision, specific cut and fill slope treatment between lots shall be indicated where required. Treatment methods include conventional retaining walls, 'earthstone-type' stacked walls, garden walls, vegetative groundcover and the like.
34. A subdivision grading plan shall be prepared by a licensed civil engineer that sets forth limits of all earthwork and clearing. All slopes over 30% shall be identified on the plan and shall not be disturbed by grading operations.
35. Prior to any work within the Sutter Creek streambed, obtain a Streambed Alteration Agreement from the California Department of Fish and Game pursuant to Section 1600 *et seq.* of the Fish and Game Code.
36. Consult with the U. S. Army Corps of Engineers prior to the placement of any fill within the Sutter Creek streambed.
37. A biotics assessment shall be conducted within an area of potential effect (APE) which includes the bridge crossing of Sutter Creek and the on-site tailings pond.
38. All oak trees that are to be preserved shall be clearly marked with colored flagging tape. During construction, temporary fencing shall be installed around the dripline of oak trees to be preserved.
39. Staging areas for construction equipment shall be designated prior to start of construction, and shall be located outside of oak tree driplines.
40. Removal of any oak tree with a diameter at breast height (dbh) greater than 6-inches shall be compensated for by planting three 25-gallon oak trees of the same species for each oak tree removed.
41. Native tree species shall be used for street tree planting pursuant to Chapter 13.24 of the Municipal Code.
42. During construction, Gopher Flat Road and Sutter Creek Road shall be kept free of dust, dirt and mud. All vehicles leaving the work site shall be cleaned to prevent dirt and mud from reaching adjacent streets.
43. Use dust palliatives or moisture control to reduce fugitive dust during subdivision construction.
44. Cease earthwork operations during periods of rain or high wind conditions.

Notice of Exemption

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: (Public Agency)City of Sutter Creek
18 Main Street
Sutter Creek, CA 95685

County Clerk
County of Amador

Project Title: Golden Hills Estates Unit 4 Vesting Tentative Subdivision Map

Project Location – Specific: Northwest corner of Golden Hills Dr. and Broadmeadows Dr.

Project Location – City: Sutter Creek, CA Project Location – County: Amador

Description of Nature, Purpose, and Beneficiaries of Project:

The proposed project is a Vesting Tentative Subdivision Map for 10 single family lots zoned R-1 (pd) and one remainder lot.

Name of Public Agency Approving Project: City of Sutter Creek

Name of Person or Agency Carrying Out Project: Stan Gamble, Trafalgar, Inc.

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1);15268);
- Declared Emergency (Sec. 21080(b)(3);15269(a));
- Emergency Project (Sec. 21080(b)(4);15269(b)(c));
- Categorical Exemption. Section 15332, In-fill Development
- Statutory Exemptions. State code number:

Reasons why project is exempt: The project is exempt from CEQA based on Section 15332 which consist of projects characterized as in-fill development. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. The project site has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The site can be adequately served by all required utilities and public services

Lead Agency Contact Person: Darcy Goulart, Planner Telephone/extension: (916) 691-2025

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes
 No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

City of Sutter Creek
Planning Commission

RESOLUTION NO. PC-02-03-01

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF SUTTER CREEK APPROVING THE
GOLDEN HILLS ESTATES VESTING TENTATIVE SUBDIVISION MAP**

WHEREAS, the Planning Commission of the City of Sutter Creek did on Monday, June 10, 2002, hold a public hearing on a proposed Vesting Tentative Subdivision Map for Golden Hills Estates submitted by Stan Gamble (Assessors Parcel No. 44-030-018 and 072 and 40-080-012 and 013) after properly noticing said hearing; and

WHEREAS, the Planning Commission did at a continued public hearing on Monday, July 8, 2002, receive a report from the planning staff, receive input from the Applicant's representative, and receive testimony from the public, and at the closing of said public hearing did deliberate and consider the same; and

WHEREAS, the Planning Commission does find that adoption of a Mitigated Negative Declaration for the project is appropriate in this instance, said Mitigated Negative Declaration being supported by an Initial Study; and

WHEREAS the Planning Commission does find that the project may have an effect on fish and wildlife resources, and that the payment of an Environmental Filing Fee with the California Department of Fish and Game is appropriate.

NOW, THEREFORE BE IT RESOLVED that the Planning Commission of the City of Sutter Creek hereby approves the Vesting Tentative Subdivision Map for Golden Hills Estates based on the Findings attached hereto as "Exhibit A," and subject to the Conditions of Approval attached hereto as "Exhibit B."

PASSED AND ADOPTED by the Planning Commission of the City of Sutter Creek on this 8th day of July, 2002 by the following vote:

- AYES: Robin Peters, Lee Cook, John Walser and Cort Strandberg
- NOES: None
- ABSTAIN: Robert Olson
- ABSENT: None



 CORT STRANDBERG, Chairperson

ATTEST:


 JUDY ALLEN, Secretary to the Planning Commission

FINDINGS FOR THE
GOLDEN HILLS ESTATES VESTING TENTATIVE SUBDIVISION MAP

1. The proposed map is not inconsistent with applicable General and Specific Plans because the project site is designated Residential Single Family and Residential Low Density (Planned Development) which exceeds the overall proposed density of the subdivision.
2. The design or improvement of the proposed subdivision is consistent with applicable General and Specific Plans because the General Plan residential policies have been considered in the project design.
3. The site is physically suitable for the type of development because it is located in an area that exhibits varying terrain and can be developed into detached homes on larger lots with steeper slopes.
4. The site is physically suitable for the proposed density of development because each parcel is of sufficient size to accommodate its proposed residential unit.
5. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because appropriate mitigation measures have been applied to the project.
6. The design of the subdivision or the type of improvements is not likely to cause serious public health problems because sewer, water and storm drainage improvements will be required prior to the selling of any lots.
7. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision because the existing easements are properly located or will be obtained prior to recordation of the final map.
8. The proposed dedication of land or improvements is consistent with the General Plan because all street rights-of-way will be offered for dedication and it may be possible for the City to acquire parkland for public purposes.
9. The design of the subdivision provides, to the extent feasible, for the future passive or natural heating opportunities in the subdivision because each lot is large enough and has sufficient southern exposure to facilitate solar orientation.

* * * *

CONDITIONS OF APPROVAL FOR THE
GOLDEN HILLS ESTATES VESTING TENTATIVE SUBDIVISION MAP

GENERAL CONDITIONS:

1. The final map shall substantially conform to the Vesting Tentative Subdivision Map as approved by the Planning Commission and on file at the City Offices.
2. The Subdivider shall meet the requirements of the City Subdivision Ordinance, Zoning Ordinance, Sign Ordinance, Noise Ordinance, Street Tree Ordinance, Parkland Dedication and In Lieu Fee Ordinance, and Traffic Mitigation Fee Ordinance unless otherwise specifically superseded by these Conditions of Approval.
3. Prior to the filing of the first final map with the County Recorder, the Subdivider shall enter into a Subdivision Agreement with the City which specifies the following:
 - a. the phasing of the project by subdivision unit;
 - b. a proposal for street lighting, street landscaping maintenance, and storm drainage maintenance;
 - c. amount of funds to be credited for subdivision improvements which benefit the community;
 - d. timing of the bridge construction; and
 - e. parkland dedication requirements.
4. The maximum number of dwelling units approved under this Vesting Tentative Subdivision Map is 79. Second Unit Dwellings are allowed on a case-by-case basis pursuant to State Law. (Note: Revised by the Planning Commission on June 9, 2003)
5. The first final map shall be filed with the Amador County recorder within thirty-six (36) months. If the first final map is not filed by July 28, 2005, the vesting map shall expire.
6. An application to extend the filing period for this vesting tentative map shall be received by the City clerk thirty (30) days prior to the map expiration date set forth in Condition 5.
7. Prior to the filing of the first final map with the County Recorder, the Subdivider shall file a certificate or statement from the official computing redemption agency that according to the records of that office, there are no liens against the subdivision or any part thereof for unpaid state, county, municipal, or local taxes or special assessments not yet payable.
8. Prior to submittal of the first final map, the Community Development Director shall receive a letter from the following agencies indicating that the Subdivider has complied with the requirements of the agencies: Amador Water Agency; Sutter Creek Fire District; Pacific Gas and Electric Company; SBC; and Comcast.

9. Prior to submittal of the first final map, the Subdivider shall provide the Planning Commission with a copy of any proposed covenants, conditions, and restrictions (CC&R's) which shall be applicable to the subdivision. The Planning Commission shall have the right of approval over the issues of private road, common area, and common facility maintenance.
10. Dedication certificates shall be as set forth by resolution of the City Council. All utility easements shall be shown on each final map. Water, sewer, and/or storm drainage easements for off-site improvements, and outside road rights-of-way shall be private easements.

GRADING, DRAINAGE, AND EROSION CONTROL:

Refer to Mitigation Measures following these Conditions of Approval.

STREETS AND SUBDIVISION IMPROVEMENTS:

11. Prior to the filing of the final map, the Subdivider shall meet the requirements of Title 17 of the City Code and the City Improvement Standards, to the satisfaction of the City Engineer, including but not necessarily limited to:
 - a. Cause the construction of roads as approved by the Planning Commission consistent with engineered plans and specifications approved by the City Engineer. Road requirements shall be as follows:
 - Golden Hills Drive from the intersection of Gopher Flat Road to the intersection of Sutter Crest East shall be constructed to City Collector Street Standards based on a Traffic Index of 6.5; with a 50-foot wide right-of-way, a 36-foot wide pavement section curb-to-curb, rolled curb and gutter on each side, and a 4-foot sidewalk on the west side. Curbside parking shall be restricted to the east side of the street.
 - Golden Hills Drive from the intersection of Sutter Crest East to the intersection of Sutter Creek (Volcano) Road shall be constructed to City Collector Street Standards based on a Traffic Index of 6.5 with a 60-foot wide right-of-way, a 36-foot wide pavement section curb-to-curb, rolled curb and gutter on each side, and a 4-foot sidewalk on the west side. Curbside parking shall be restricted to one side of the street.
 - Golden Hills Court and Sutter Crest Court shall be constructed to City Local Rural Street Standards based on a Traffic Index of 5.5; with a 50-foot wide right-of-way, a 28-foot wide pavement section curb-to-curb, rolled curb and gutter on each side, and a 4-foot wide sidewalk in one side. Curbside parking shall be restricted to one side of the street.
 - All other streets within the subdivision shall be constructed to City Local Street Standards based on a Traffic Index of 6.0; with a 50-foot wide right-of-way, a 32-foot wide pavement section curb-to-curb, rolled curb and gutter on each side, and a 4-foot wide sidewalk one side. Curbside parking shall be restricted to one side of the street.

- b. Sewer, water, and joint trenches shall be located as set forth in City Standards or in accordance with typical sections approved by the City Engineer.
- c. Subdivider shall provide engineered improvement plans for all road improvements. Improvement plans, drainage study, erosion control, and grading plans shall be in accordance with City Standards and subject to the review and approval of the City Engineer.
- d. All other requirements of the City Engineer shall be met, such as, but not limited to, design speed, horizontal curves, superelevation, crown, fill and cut slopes, ditch slopes and depths, gradients and drainage, plans and specifications, testing, inspections, clean up, and bonding.

WATER AND SEWER:

12. A Master Sewer Plan shall be developed which demonstrates the method, location, and routing of sewer service from the subdivision. Such Master Plan shall also determine where and if, upgrading of the existing collection system is necessary or required.
13. Prior to recording the final map, the Subdivider shall meet the requirements of the City Sewer Standards and Title 14 of the City Code to include:
 - a. On each proposed parcel, the applicant shall provide wastewater collection facilities in accordance with City Standards;
 - b. On each proposed parcel which is not serviced by an existing domestic water service, the applicant shall provide for water service installation in accordance with: water main size; location of mains in City streets; fire hydrant spacing; and off-site improvements; and
 - c. All sewer improvements shall be constructed in accordance with engineered improvement plans subject to review and approval of the City Sanitation Engineer. All sewer mains shall be a minimum of 6-inches in diameter.

MISCELLANEOUS CONDITIONS:

14. All ordinance requirements of the Sutter Creek Fire District shall be met.
15. All ordinance requirements of the Amador Water Agency shall be met.
16. Design of the bridge structure across Sutter Creek stream shall take into consideration debris accumulation and removal.
17. Obtain an Encroachment from the Amador County Public Works Agency prior to construction of Standard Road Connection improvements to any County road.

MITIGATION MEASURES:

Those Mitigation Measures contained within the project Mitigated Negative Declaration are hereby incorporated into these Conditions of Approval, and begin on the following page.

**MITIGATION MEASURES INCORPORATED AS
CONDITIONS OF APPROVAL FOR THE
GOLDEN HILLS VESTING TENTATIVE SUBDIVISION MAP**

18. The 100-year flood zone shall be delineated on the Final Subdivision Map along with a notation that no structures are allowed within the floodplain.
19. The Golden Hill Drive bridge structure shall be designed and constructed to pass a 100-year flood event.
20. Implement general construction measures during construction as follows:
 - Limit soil disturbance to the minimum necessary to complete subdivision improvements;
 - Protect all erodible surfaces prior to the advent of fall storms;
 - Clear slopes only when construction is scheduled;
 - Provide temporary surface drainage for topsoil and spoil piles; and
 - Berm graded material to maximize temporary ponding and minimize surface water flow across graded areas.
21. Improve all swale/gully outfalls to resist erosion and channel scouring, preferably with vegetation and, if necessary, selective application of gunite or similar material.
22. Install filter strips to maximize infiltration and minimize runoff from the project site.
23. Install permanent grease and sediment traps at runoff points once subdivision improvements are in place.
24. A drainage study shall be prepared by a civil engineer that establishes storm water runoff tributary to all proposed or required improvements.
25. Incorporate adequate engineering in the subdivision storm drainage system so as to minimize increases in surface runoff to adjacent parcels of land.
26. Demonstrate methods to prevent adverse effects on tributary seasonal drainages, drainage ways and the Sutter Creek stream.
27. All storm drainage improvements shall be sufficient to comply with City standards and adequately convey storm water.
28. Divert storm water runoff from the Gopher Gulch watershed to the Sutter Creek watershed by making off-site improvements to an existing diversion facility located at Gopher Flat Road and Manor Court, and as directed by the City Engineer.
29. Revegetate all exposed soils with Blando Brome at 40 pounds of live seed per acre; or hydromulch all exposed soils prior to October 15th of each year in which construction occurs within the subdivision.

30. Incorporate into the project design methods to ensure slope stabilization in disturbed areas.
31. Submit an erosion control plan for review and approval by the City Engineer and Region 2 of the California Department of Fish and Game.
32. All structures shall adhere to the Uniform Building Code requirements for Seismic Zone 3.
33. As part of the improvement plans for the subdivision, specific cut and fill slope treatment between lots shall be indicated where required. Treatment methods include conventional retaining walls, 'earthstone-type' stacked walls, garden walls, vegetative groundcover and the like.
34. A subdivision grading plan shall be prepared by a licensed civil engineer that sets forth limits of all earthwork and clearing. All slopes over 30% shall be identified on the plan and shall not be disturbed by grading operations.
35. Prior to any work within the Sutter Creek streambed, obtain a Streambed Alteration Agreement from the California Department of Fish and Game pursuant to Section 1600 *et seq.* of the Fish and Game Code.
36. Consult with the U. S. Army Corps of Engineers prior to the placement of any fill within the Sutter Creek streambed.
37. A biotics assessment shall be conducted within an area of potential effect (APE) which includes the bridge crossing of Sutter Creek and the on-site tailings pond.
38. All oak trees that are to be preserved shall be clearly marked with colored flagging tape. During construction, temporary fencing shall be installed around the dripline of oak trees to be preserved.
39. Staging areas for construction equipment shall be designated prior to start of construction, and shall be located outside of oak tree driplines.
40. Removal of any oak tree with a diameter at breast height (dbh) greater than 6-inches shall be compensated for by planting three 25-gallon oak trees of the same species for each oak tree removed.
41. Native tree species shall be used for street tree planting pursuant to Chapter 13.24 of the Municipal Code.
42. During construction, Gopher Flat Road and Sutter Creek Road shall be kept free of dust, dirt and mud. All vehicles leaving the work site shall be cleaned to prevent dirt and mud from reaching adjacent streets.
43. Use dust palliatives or moisture control to reduce fugitive dust during subdivision construction.
44. Cease earthwork operations during periods of rain or high wind conditions.

Recording Requested By:

City of Sutter Creek

Return To:

City of Sutter Creek
18 Main Street
Sutter Creek, CA 95685

City of Sutter Creek

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision Map No. 133, Units No.1, 2 & 3, – Golden Hills Estates

This agreement, made and entered into this 20th day of December, 2004, by and between the City of Sutter Creek, hereinafter called “City”, and Trafalgar, Inc., a California Corporation, hereinafter called “Developer.”

WITNESSETH:

WHEREAS, Developer owns a tract of land lying in the City of Sutter Creek, State of California, known as Golden Hills Estates Subdivision (APN 40-030-018 and 072, 40-080-012 and 013, and 40-190-022); and

WHEREAS, the Tentative Map of said Subdivision was approved with mitigation measures and conditions of approval by the City Planning Commission on July 8, 2002, and June 9, 2003 which Map, Mitigation Measures and Conditions of Approval are attached hereto as Exhibit A and thereby made a part hereof; and

WHEREAS, Final Maps for said Subdivision will be reviewed by the City Engineer for substantial compliance with said Tentative Map and shall be mathematically correct; and

WHEREAS, the State Subdivision Map Act, Government Code Section 66410, *et. seq.*, requires the execution of this Agreement relating to the required improvements in a subdivision prior to the recordation of the first Final Map.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

1. **Completion Dates.** Developer agrees to cause all improvements identified in the Conditions of Approval of Developer's Subdivision, to be made at Developer's expense and completed in three (3) phases to the City's satisfaction within thirty-six (36) months time from the date of this agreement. No extension of time shall be made except by a written amendment to this agreement approved by the City Council. The project phases shall be approved by the City Engineer. Should the City Council of the City of Sutter Creek by Resolution extend the time for completion by Developer of the improvements herein referred to, it shall be deemed that the surety has, by furnishing security hereunder, agreed to a waiver of Section 2819 of the Civil Code of the State of California.

Completion dates for said subdivision improvements shall be as follows:

| | |
|------------|-------------------|
| Unit No. 1 | June 30, 2005 |
| Unit No. 2 | December 30, 2006 |
| Unit No. 3 | December 30, 2008 |

2. **Timing of Specific Improvements.** In order to insure that certain improvements are in place as impacts occur, the following items must be constructed as follows:

| | |
|---|----------------|
| Off-site Storm Drainage Improvements (Condition No. 28) (in conjunction with completion of Subdivision Unit No. 2) | September 2005 |
|---|----------------|

| | |
|--|----------------|
| Golden Hills Drive Bridge Structure across Sutter Creek (Condition No. 19) (in conjunction with completion of Subdivision Unit No. 3) | September 2007 |
|--|----------------|

3. **Timing of Other Requirements.** Additional items specified in the conditions of approval shall be accomplished as follows:

| | |
|--|----------------|
| Establishment of a street lighting, street landscaping maintenance, and storm drainage maintenance assessment district (Condition No. 3) | September 2005 |
|--|----------------|

| | |
|---|------------|
| Preliminary Endangerment Assessment of mine area (Condition No. 48) | March 2006 |
|---|------------|

| | |
|--|------------|
| Protection or abandonment of mine excavations pursuant to the California Health and Safety Code (Condition No. 46) | March 2007 |
|--|------------|

4. **Credit for Subdivision Improvements Which Benefit the Community.** It is recognized that construction of the Golden Hills Estates Subdivision will provide community-wide benefits including a third bridge crossing of Sutter Creek. Developer shall receive reimbursement from City in the amount of \$1,000 for each traffic mitigation fee paid upon issuance of building permits within the subdivision for the following improvements:

- Golden Hills Drive Bridge Structure across Sutter Creek;
- Intersection of Golden Hills Drive and Sutter Creek Road; and
- Intersection of Golden Hills Drive and Gopher Flat Road.

5. **Payment of Fees.** Developer shall obtain and provide all payment for all mitigation fees, permits, licenses, and inspections in the amount required at the time of building permit issuance. In lieu of parks and recreational fees, Developer will deed Lot No. 80, consisting approximately 4 acres adjacent to Sutter Creek as open space.

6. **Performance of Work.** Construction shall commence by or within thirty days after the date of this agreement, weather permitting. Developer agrees to perform the work of construction of all improvements for said Subdivision in a workmanlike and professional manner, in accordance with all requirements of the City of Sutter Creek Code, the City of Sutter Creek standard specifications or any subsequent revisions thereof, the mitigation measures and conditions of approval and according to plans and specifications approved by the City Engineer, prepared by the Developer's engineer and filed in the office of the City Engineer. The parties agree that should a variance exist between the construction plans and the specifications of said Subdivision, the specifications shall control. Developer agrees that all details and notes shown on the aforementioned plans shall be made a part of the entire improvements.

7. **Right to Modify Plans.** Developer reserves the right to modify said plans and specifications as the development progresses should unforeseen conditions occur, provided written approval is first obtained from the City Engineer. City reserves the right to make reasonable modifications to the plans and specifications whenever field conditions and/or public safety require such modifications. Developer will be required to reimburse the City for plan check and inspection costs resulting from said modifications. The Developer agrees to have his engineer create a set of as built plans for the City Engineer for each modification before final acceptance by the City Council.

8. **Inspection of Improvements.** The City Engineer shall inspect all improvements to be accepted for maintenance by the City, hereinafter referred to as public improvements, and all of the improvements to be accepted for maintenance by homeowners of units within said Subdivision, hereinafter referred to as private improvements, except private landscaping and irrigation systems which will be inspected by the Community Development Director of the City. All improvements shall be inspected for compliance with City standards, plans, specifications, and subdivision regulations. Developer agrees to pay City actual costs per hour to cover the costs of inspection of any additional public and private improvements. Said inspection fees shall be paid prior to the acceptance of any additional improvements.

9. **Access to Work/Remedial Measures for Defective Work.** Developer shall allow City's duly authorized representatives access to the work at all times and shall furnish them with every reasonable facility for ascertaining that the methods, materials, and workmanship comply with the requirements and intent of the approved plans. The Developer is required to give at least two days advance notice of the date upon which work is commenced and the date upon which the work is to be completed. City may reject defective work and require its repair, replacement, or removal by Developer, all at no expense to City.

10. **Release of Surety.** City shall not be required to release any surety, perform final building inspections, nor issue occupancy certificates, until acceptance of proposed public improvements by the City and the recording of a Notice of Completion therefore, or, in the case of improvements which will not be dedicated to and accepted by the City, until the improvements have passed final inspection by City, except that upon written application by Developer, City will release surety upon satisfactory completion of all improvements. Said releases shall not exceed 80% of the value of the work thus completed.

11. **Acceptance of Improvements.** No improvement shall be accepted by the City unless and until it is free of all liens and encumbrances, and free of all material defects and conditions which may create a hazard to the public health, safety, or welfare. In addition, all properties, rights-of-ways, easements, and other interests to be dedicated to the City shall be, before acceptance thereof by the City, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.

12. **Monumentation.** Prior to submitting each subdivision final map for filing, Developer shall cause the exterior boundary of the land being subdivided to be complete, monumented, and shall cause all interior lot corner and right of way monumentation to be completed as prescribed on the subdivision final map; or shall, pursuant to the provisions in Section 66496 of the Government Code, provide by separate agreement security guaranteeing the payment of the cost of setting such monumentation.

13. **Offers of Dedication.** Offer of dedication of improvements on the Final Map (Government Code Section 66475 *et seq.*), whether said offer is accepted or rejected by the City Council, affects only public use of said improvements and does not impose a maintenance obligation upon City. Pursuant to Streets and Highways Code Section 941, the City Council, or its designee, may in its absolute discretion determine by separate resolution or act whether or not roadway improvements shall be incorporated into the City highway system. City's acceptance of the work is not an acceptance of maintenance.

14. **Required Sureties/Letters of Credit/Set Aside Letter.**

A. In order to insure his full and faithful performance, Developer shall file with the City on execution of this agreement a set aside letter from a reputable financial institution covering faithful performance and labor and materials, the sum of which is in the amount of 125% of the City Engineer's estimate for said public and private improvements.

B. Such sureties must be satisfactory to and be approved by the City Attorney as to form, and shall be an irrevocable commitment issued by a reputable financial institution.

15. **Traffic Hazards and Public Nuisance.** In order to minimize traffic hazards and public nuisance arising out of Developer's project, Developer shall ensure that adjacent properties and improved surfaces of surrounding streets stay free and clear of silt, tracked mud, etc., coming from or any way related to Developer's project and its development. In the event Developer fails to comply with this condition, Developer grants City the rights to take or cause to be taken, without prior notice to Developer, immediate corrective action, including, without limitation, utilizing Developer's surety posted as specified above.

16. **Non-Completion of Improvements.** In the event that the improvements are not completed to the satisfaction of City within the time specified by this agreement, City, in addition to any other remedy at law or equity, may complete such work with its own forces or by contract. By execution of this agreement, Developer grants City permission to enter onto the subject property as may be necessary or convenient to construct such improvements. In the event of such default, Developer, the surety and any person, firm, partnership, entity, corporation, or association claiming any interest in the real property herein above described and each of them shall totally reimburse City for its entire cost and expense (including attorneys' fees and costs) including interest thereon at the maximum rate allowed by law from the date of notification of such costs and expense until paid. Such obligation for reimbursement shall be unlimited by the amount of the estimates set forth in or by such security as may have been provided to City in connection with this agreement.

Such amounts and interest accrued thereon shall constitute a lien on the subject property. Developer acknowledges and agrees that if the improvements are not completed to the satisfaction of the City within the time specified by this agreement, the City, in addition to any other remedy at law or equity by this agreement, may withhold occupancy, building and zoning permits until the improvements have been satisfactorily completed. City may authorize temporary occupancy of building when all work is in compliance with the approved schedule as set forth in Section 1.

17. **Completion Procedures.**

A. Upon final completion of all of said work in accordance with this agreement, the City Engineer shall notify the Developer in writing of his acknowledgment of completion of the same. The Developer agrees that for a period of one year from and after the date of City Engineer's acceptance of said work, he will maintain all of the improvements constructed under the provisions of this agreement, and that he will repair any defects or failures which may appear in said improvements during said one year period, and that he will further correct the causes of said defects or failures.

B. Neither the written acknowledgment of completion herein above referred to nor any periodic or progress inspection or approval shall bind the City to accept said improvements or to waive any defect in the same or any breach of this agreement. Acceptance of any part or any stage of said improvement shall not be final until the written Notice of Completion for the improvements shall have been recorded as authorized by the City Council.

C. City, by approving the above-referenced subdivision or by entering into this Agreement, does not assume or accept any liability arising directly or indirectly out of construction of the work improvement. City expressly relies on any and all statutory or other privileges and immunities vested in City.

18. **Erosion Control.** Developer agrees to submit an erosion control plan to the City for its approval no later than October 1, of each year, construct all required erosion control measures by October 15, of each year, and implement the balance of the plan in full by October 15, of each year, should the grading, paving and drainage system for the development not be substantially completed by that date. All erosion control features shall remain intact and maintenance shall continue from October 15 - April 15 of each year.

19. **Hold Harmless - Developer Employees.** The Developer shall be solely responsible and save City harmless for all matters relating to the payment of his employees, including compliance with social security, withholding and all other regulations governing such matters.

20. **Hold Harmless - General.** Developer hereby warrants that the design and construction of any required improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner and in accordance with all applicable laws and regulations. To the full extent permitted by law, Developer agrees to indemnify, defend, release and save harmless City, its officers and employees from and against any and all claims, suits, liabilities, actions, damages, failure to comply with any current or prospective laws, penalties or causes of actions by any person including Developer, owner, their employees and agents for any personal injury, death or damage to property from any cause whatsoever arising out of or in connection with this agreement or the actions and obligations hereunder or approval of Developer's project. Developer shall so indemnify City regardless of City's passive negligence, City's approval of plans or City's inspection, approval or acceptance of the improvements and notwithstanding any limitation on the amount or type of damages or compensation payable by or for Developer under Workers' Compensation, disability or other employee benefit acts, the acceptance of insurance certificates required under this agreement, or the terms, applicability, or limitations of any insurance held by Developer. Developer agrees that the use for any purpose and by any person of any and all improvements hereinbefore specified shall be at the sole risk of the Developer.

21. **Required Insurance.** Without limiting Developer's indemnification provided herein, Developer shall take out and maintain at all times during the life of this agreement up to the date of acceptance on public improvements by the City and passage of final inspection of the private improvements, whichever occurs later, the following policies of insurance with insurers with a Best rating of no less than A+:

A. Workers' Compensation Insurance to cover its employees and the Developer shall require the general contractor and subcontractor similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. All Workers' Compensation policies shall be endorsed with the provision that it will not be cancelled or altered without first giving thirty (30) days prior notice to the City.

In case any class of employees engaged in hazardous work under this agreement is not protected under Workers' Compensation statutes, the Developer shall provide, and shall cause his general contractor and subcontractors to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy shall provide that it will not be cancelled or altered without first giving thirty (30) days prior notice to the City.

Said Workers' Compensation policy shall have the following endorsements:

A. All rights of subrogation are hereby waived against the City, its officers and employees when acting within the scope of their appointment or employment.

B. Public Liability Insurance including personal injury and property damage insurance for all activities of the Developer and its General Contractor arising out of or in connection with this contract, written on a comprehensive general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, products liability and completed operations, X, C, U hazards, vehicle coverage and non-owned auto liability coverage in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit personal injury and property damage for each occurrence.

Each policy shall be endorsed with the following specific language:

(1) *The City of Sutter Creek is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents, and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.*

(2) *The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.*

(3) *The insurance provided is primary and no insurance held or owned by the City shall be called upon to contribute to a loss.*

(4) *The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the City.*

C. At the time of execution of this agreement, Developer shall submit to City documentation evidencing its required insurance including Certificates of Insurance signed by the insurance agent and companies. Any deductible or self-insured retention must be declared to and approved by City. At the option of City, insurer shall reduce or eliminate such deductible or self-insured retention as respects City, its officers and employees or Developer shall procure a bond guaranteeing payment of losses and related investigation, claims, administration and defense expenses.

22. **Dispute Resolution.** Should a dispute arise between the parties to this agreement over its interpretation or implementation, this parties shall first meet and confer over any such dispute. A meet and confer session may be requested by either party by providing written notice to the other. If the disputes not resolved at the meet and confer session, the parties shall jointly agree upon a third-party mediator who shall review the dispute and make recommendations for its resolution.

In the event any party to this agreement brings an action to enforce or interpret the provision of this agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees from the other party. This provision shall be in addition to any provisions regarding attorney's fees set forth in the bonds securing this agreement. The exclusive jurisdiction and venue for any such litigation shall be the Superior Court of Amador County, California.

23. **Utility Connection Fees.** Developer agrees to pay all applicable utility connection fees required by the appropriate utility company. Developer shall submit executed contracts with applicable utilities for the construction of underground utilities as required by the City prior to release of approved improvement plans.

24. **Binding Provisions.** Time is of the essence for each and every provision of this Agreement, and the obligations herein undertaken shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. By recordation of this Agreement, the parties wish to provide notice of such intent to all successors in interest. In the event a successor in the interest provides satisfactory insurance and bonds for the work to be performed, the City shall release the Developer's insurance and bonds hereunder. However, Developer shall remain liable for all other provisions of this Agreement unless a novation is executed by the City and the successor in interest, in a form satisfactory to the City Attorney, in which the City may release Developer from obligations other than the provisions of Paragraph 18 (Erosion Control) hereof which shall survive such novation. Furthermore, this Agreement may not be assigned without the consent of the City, which consent may not be unreasonably withheld. In deciding whether to consent to any proposed assignment, the City shall be entitled to examine and obtain information from the assignee about, inter alia, the proposed assignee's ability, financial and otherwise, to competently and satisfactorily perform under the terms and conditions of this Agreement.

25. **Recordation.** This agreement shall be recorded in the official records of the County of Amador.

City of Sutter Creek

Developer

By: _____
W. Brent Parsons, Mayor

By: _____
Stan Gamble, President
Trafalgar, Inc.

Attest:

By: _____
Judy Allen, City Clerk

Approved as to form:

By: _____
J. Dennis Crabb, City Attorney

Attachments:

Exhibit A: Map and Conditions of Approval for the subject development

Suttercreek/agmt-subdivision impro map 080604

State of California)
) ss.
County of _____)

On _____, before me, _____
Date Name and Title of Officer
personally appeared _____
Name(s) of Signer(s)

personally known to me 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

State of California)
) ss.
County of _____)

On _____, before me, _____
Date Name and Title of Officer
personally appeared _____
Name(s) of Signer(s)

personally known to me 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above