

Recording Requested By:

Board of Supervisors

AND WHEN RECORDED, mail to:

Public Works Department
Courthouse, Lakeport, CA

COUNTY OF LAKE STATE OF CALIFORNIA

AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS (DEFERRED IMPROVEMENT AGREEMENT)

Project Identification: Wright Parcel Map, PM 05-08

This is an agreement between the COUNTY OF LAKE, hereinafter referred to as "County" and Michelle W. Wright, hereinafter referred to as "Owner".

WHEREAS, Owner desires to develop the property described in Exhibit A and wishes to defer construction of permanent improvements and County is willing to approve said deferment provided Owner agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement is an instrument affecting the title or possession of the real property described in Exhibit A. All the terms, covenants and conditions herein imposed shall run with the land and be binding upon all parties having or acquiring any legal title, or interest in the lands described in Exhibit A or any part thereof. Upon annexation to any City, Owner agrees to fulfill all the terms of this agreement upon demand by such City as though Owner had contracted with such City originally. Any annexing City shall have all the rights of a third party beneficiary.

II. STREET AND DRAINAGE IMPROVEMENTS

- A. County and Owner agree that the improvements set forth in this section may be deferred because:

The improvements are not currently needed for health and safety purposes or for the orderly development of the surrounding area.

- B. Owner agrees to construct the following improvements on the property described in Exhibit A as well as required off-site improvements in the manner set forth in this agreement:

Improvements required by County as described in Exhibit B.

- C. When the County Road Commissioner or County Surveyor determines that the reasons for the deferment of the improvements as set forth in Section II no longer exist, he shall notify Owner in writing to commence his installation and construction. The notice shall be mailed to the current owner or owners of the land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by owners, the time within which the work shall commence, and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is obligated to pay a pro rata share of a cost of a facility provided by

others, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

Owner agrees to perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications to the County for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvements plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner fails to construct any improvement required under this agreement, County may, at its option, do the work and collect all the costs from the owner including, but not limited to, construction costs, labor, administrative, design and general overhead costs incurred to obtain compliance with this agreement. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct such improvements.

In any legal or equitable action brought to interpret or enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs and it is agreed between parties that venue shall lie exclusively in Lake County.

IV. JOINT COOPERATIVE PLAN

Owner agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If Owner disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The decision of this Board shall be binding upon both County and Owner.

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights-of-way or easements dedicated and accepted by resolution of the Board of Supervisors.

Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

VII. BONDS

Prior to approval of improvement plans by the County, Owner may be required to execute and deliver to the County a faithful performance bond and a labor and materials bond in an amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VIII. INSURANCE

Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called herein, a separate policy of insurance in a form and amount acceptable to County.

IX. INDEMNITY

The Owner shall assume the defense and indemnify and save harmless the County, its officers, agents, and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Owner, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities of the adequacy, safety, use or nonuse of temporary drainage facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the Owner to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

It will be the responsibility of the Owner of Parcel 1 to obtain the required off tract dedication as needed for any future County road improvement projects that adjoin the improvements outlined in Exhibit "B" for Parcel 1. The County will notify the Owner in writing as to the extent of the dedication that will be required.


IN WITNESS WHEREOF, County has executed this agreement as of

COUNTY OF LAKE

ATTEST: CAROL J. HUCHINGSON
Clerk of the Board

Chair, Board of Supervisors

By: _____



Owner(s) Michelle W. Wright

APPROVED AS TO FORM:

ANITA L. GRANT

County Counsel

By: 

(Sign names exactly as they appear on
Deed of Title and needs to be notarized).

ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Lake

} SS.

On 02/03/2020
DATE

, before me,

Anna Jacobson

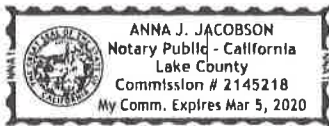
, Notary Public,

personally appeared

Michelle W. Wright

, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Anna Jacobson

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER _____
☐ PARTNER(S) _____ TITLE(S)
☐ ATTORNEY-IN-FACT
☐ GUARDIAN/CONSERVATOR
☐ SUBSCRIBING WITNESS
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



EXHIBIT A

**COUNTY OF LAKE
WRIGHT
PARCEL MAP (PM 05-08)**

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Lake, State of California, described as follows:

Parcels 1, 2 and 3 as shown on that certain map entitled "Parcel Map PM 05-08" filed in the office of the County Recorder of said Lake County in Book _____ of Parcel Maps at Pages _____

EXHIBIT B

COUNTY OF LAKE WRIGHT PARCEL MAP (PM 05-08)

Roadway Improvements and Drainage:

The Wight Way property frontage along Parcel 1, Parcel 2, and Parcel 3 as shown on the Parcel Map shall be improved to a minor road standard (10 foot travel lane, 2 foot gravel shoulder).

1. Improvement plans and a cost estimate prepared by a Registered Civil Engineer shall be submitted to the Department of Public Works. Improvements shall be installed as shown on the approved improvement plans. The subdivider shall submit a signed Inspection Agreement and a deposit of 2% of the engineers cost estimate to the Department of Public Works prior to plan review along with a signed inspection agreement.
2. Engineered drainage plans shall be submitted to the Water Resources Division of the Department of Public Works prior to commencement of activities. The improvements shall be constructed in accordance with the approved plans.
3. An encroachment permit shall be obtained from the Department of Public Works for any work within the County right-of-way.
4. The permit holder shall minimize vehicular and fugitive dust during construction by use of water, paving or other acceptable dust palliatives.
5. If required by the grading ordinance, the subdivider shall obtain a grading permit prior to commencement of grading activities. All conditions of the approved grading permit are herein referenced and made part of the conditions of this subdivision.
6. All roadway construction and land disturbance shall be conducted between April 10 and October 10 of any given year. Exceptions may be granted by the Community Development Director based on dry soil conditions and expected dry weather patterns.
7. Should any archaeological materials be discovered during road construction, all activity shall be halted in the vicinity of the find(s), and a qualified archaeologist retained to evaluate the find(s) and recommend mitigation measures, if necessary.
8. Due to the historic use and maintenance by the County, an encroachment permit will be necessary to cover the off tract road improvements required for this project to bring the road up to a 'minor' road standard. The Owner will be responsible for obtaining written permission by the owner of the parcel adjoining the property to the south of Parcel 1, allowing construction of the frontage improvements described in Exhibit "B".