

RESOLUTION NO. 2020-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS AS SHOWN ON
THE APPROVED DUNES PHASE 1C (FORMERLY UNIVERSITY VILLAGE)
IMPROVEMENT PLANS AND FINAL MAP FOR RESIDENTIAL PHASE 3,
AUTHORIZING CITY CLERK TO RELEASE BOND SECURITIES, ACCEPTING
A WARRANTY BOND, AND RECORD ACCEPTANCE WITH MONTEREY
COUNTY RECORDER'S OFFICE

WHEREAS, at the regular meeting of March 15, 2016, the City Council adopted Resolution No. 2016-36, approving the Phase 1C Final Map for The Dunes on Monterey Bay Development Project Subdivision. This was the third and last of the final maps that make up the entirety of the Dunes Residential Phase 1C, and;

WHEREAS, at the same meeting, City Council adopted Resolution No. 2016-35, approving the Public Improvement Agreement encompassing the third phase of the three phases that make up the entirety of the Dunes Residential Phase 1C, and;

WHEREAS, the Final Map of Tract No. 1524, recorded in the Monterey County Recorders Office in Volume 24 of Cities and Towns, at page 46 specifies the dedications for public use as part of the Owner's Statement ("EXHIBIT A"). Streets dedicated to the City on this map include portions of 3rd Avenue, 9th Street, Lighthouse Lane, Bluewater Court, Sandy Clay Lane, Parkview Way, Sea Glass Avenue, Skyview Drive, Wharf Terrace, 10th Street, Moonshell Lane, and Telegraph Boulevard, and;

WHEREAS, the Marina Community Partners (MCP), the subdivider, has filed with the City Clerk a Faithful Performance bond and a Labor and Materials bond each in the amount of \$2,386,686, and;

WHEREAS, the Improvements required by the improvement plans entitled "Street Improvement Plans for The Dunes on Monterey Bay Phase 3" ("**Improvement Plans**"), and approved by the City Engineer on March 11, 2016, were completed by MCP in substantial conformance with the approved Improvement Plans for the project, and;

WHEREAS, the Public Improvement Agreement states that a Guarantee and Warranty period will remain for one year after acceptance of the Improvements by the City Council, and;

WHEREAS, therefore, a request is being made by MCP to release all of the Faithful Performance bond. A new bond of 10% of the original Performance bond (\$238,668) for public improvements in Phase 3 will remain with the City Clerk as the Guarantee and Warranty Security for one (1) year after acceptance. Any repairs required during the Guarantee and Warranty period will be made by MCP, or the costs will be recovered from said bond. After the Warranty period, maintenance responsibilities for streetlights, sidewalks, pavement, and stormwater improvements will be covered by the City and financed through the established Community Facilities District, and;

WHEREAS, the fiscal impacts for maintenance of these improvements after the warranty period have been captured in the Community Facilities District, Dunes 2015-01.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Accept dedication of Public Improvements as shown on the approved Dunes Phase 1C (Formerly University Village) Improvement Plans and Final Map for Residential Phase 3;
2. Authorize the City Clerk to release Performance, and Labor and Materials bond securities;
3. Authorize the City Clerk to accept a warranty bond, and;
4. Authorize the City Clerk to record acceptance with Monterey County Recorder's Office.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th day of August 2020 by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, O'Connell, Morton, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Vol. 24 C&T Pg. 46 Tract #1524

OWNER'S STATEMENT

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, THAT WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES, AND DO HEREBY DEDICATE TO THE CITY OF MARINA FOR PUBLIC USE, IN FEE, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BLUEWATER COURT, LIGHTHOUSE LANE, SANDY CLAY LANE, 3RD AVENUE, 9TH STREET, PARKVIEW WAY, SEA GLASS AVENUE, SKYVIEW DRIVE, WHARF TERRACE, 10TH STREET, MOONSHILL LANE, AND TELEGRAPH BOULEVARD.

WE ALSO HEREBY DEDICATE TO THE CITY OF MARINA FOR OPEN SPACE PURPOSES, IN FEE, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS PARCEL L, PARCEL M, AND PARCEL N.

PARCELS I, J, AND K ARE "RESERVED AS PRIVATE OPEN SPACE" AND ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

THERE ARE ALSO SHOWN ON THIS MAP AREAS OF LAND DESIGNATED AND DELINEATED AS "EE" (PRIVATE INGRESS AND EGRESS EASEMENT) TO BE RESERVED AS PRIVATE ACCESS EASEMENTS FOR THE PRIVATE USE OF THE OWNERS OF THOSE LOTS ADJOINING EACH SUCH EASEMENT, THEIR LICENSEES, VISITORS, AND TENANTS. THESE EASEMENTS ARE NOT OFFERED, NOR ARE THEY ACCEPTED FOR DEDICATION BY THE CITY OF MARINA.

THERE ARE ALSO AREAS OF LAND SHOWN ON THIS MAP DESIGNATED AND DELINEATED AS "WE" (PRIVATE WALKWAY EASEMENT). THE DESIGNATED USE AND MAINTENANCE OF THESE EASEMENTS SHALL BE AS PROVIDED BY THE PROJECT COVENANTS, CONDITIONS AND RESTRICTIONS. THESE EASEMENTS ARE NOT OFFERED, NOR ARE THEY ACCEPTED FOR DEDICATION BY THE CITY OF MARINA. THERE ARE ALSO SHOWN ON THE HERON MAP EASEMENTS FOR PRIVATE UTILITY PURPOSES DESIGNATED AND DELINEATED AS "UE" (PRIVATE UTILITY EASEMENT) FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE UTILITY FACILITIES. THESE EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM ALL BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT LAWFUL FENCES, AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS. THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE UTILITY FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE LOT OWNERS, AS DETERMINED BY THE COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID EASEMENT IS NOT OFFERED, NOR IS IT ACCEPTED FOR DEDICATION BY THE CITY OF MARINA.

WE ALSO HEREBY RELINQUISH ANY AND ALL RIGHTS OF INGRESS AND EGRESS TO VEHICULAR TRAFFIC (ABUTTER'S RIGHTS) ACROSS THE LINES AS SHOWN ON HERON MAP AND DEPICTED AS [|||||].

WE ALSO HEREBY DEDICATE FOR PUBLIC USE THOSE EASEMENTS LABELED "PUE" (PUBLIC UTILITY EASEMENT) TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSTALLATION, REPAIR, REPLACEMENT AND MAINTENANCE OF PUBLIC UTILITIES. SAID STRIPS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSE OF THIS EASEMENT.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE THOSE EASEMENTS LABELED "SDE" (STORM DRAIN EASEMENT), BEING PARCEL I AND PARCEL J FOR PUBLIC STORM DRAINAGE PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSES OF INSTALLATION, REPAIR, REPLACEMENT AND MAINTENANCE OF STORM DRAINAGE FACILITIES. UNDERGROUND PIPING IS TO BE MAINTAINED BY THE CITY OF MARINA. SAID STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSE OF THE EASEMENT.

THE ABOVE PUBLIC USE EASEMENT DEDICATIONS SHALL INCLUDE REASONABLE RIGHT OF INGRESS & EGRESS OVER ADJOINING LANDS WITHIN THIS SUBDIVISION.

SUBDIVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, THE CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS AND EMPLOYEES FROM ANY CLAIM, ACTION OR PROCEEDING AGAINST THE CITY OR THE CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS OR EMPLOYEES, TO ATTACK, SET ASIDE, VOID OR ANNUL AN APPROVAL OF THE CITY, THE CITY COUNCIL, PLANNING COMMISSION, OR OTHER BOARD, ADVISORY AGENCY OR LEGISLATIVE BODY CONCERNING THIS SUBDIVISION. CITY WILL PROMPTLY NOTIFY THE SUBDIVIDER OF ANY CLAIM, ACTION OR PROCEEDING AGAINST IT AND WILL COOPERATE FULLY IN THE DEFENSE. THIS CONDITION IS IMPOSED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66474.9.

OWNERS: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, ITS MANAGING MEMBER

BY: [Signature]
LATHE MARCEAU, AUTHORIZED AGENT

BY: [Signature]
DONALD A. HOFER, AUTHORIZED AGENT

FINAL MAP OF
TRACT NO. _____PHASE 1C, THE DUNES ON
MONTEREY BAY - THIRD PHASE

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON THE FINAL MAP
FILED IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 44, TRACT 1522
MONTEREY COUNTY RECORDS.
CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA



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FEBRUARY 2016

Sheet 1 of 7

JOB # 3089.002

OWNER'S ACKNOWLEDGEMENT

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 } SS
COUNTY OF Alameda

ON THE 22 DAY OF March, 2016, BEFORE ME, Kathlynn Barlow, A NOTARY PUBLIC for the State of California, PERSONALLY APPEARED, Lathe Marceau, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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:

PRINTED NAME:

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: AlamedaMY COMMISSION EXPIRES: March 2, 2018MY COMMISSION NO.: 2059879

OWNER'S ACKNOWLEDGEMENT

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 } SS
COUNTY OF Alameda

ON THE 22 DAY OF March, 2016, BEFORE ME, Kathlynn Barlow, A NOTARY PUBLIC for the State of California, PERSONALLY APPEARED, Lathe Marceau, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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:

PRINTED NAME:

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF:

AlamedaMY COMMISSION EXPIRES: March 2, 2018MY COMMISSION NO.: 2059879

TRUSTEE'S STATEMENT

A DEED OF TRUST TO SECURE THE PERFORMANCE OF AN AGREEMENT OR OTHER OBLIGATION, RECORDED JUNE 24, 2014 AS RECORDER SERIES NO. 2014029109 OF OFFICIAL RECORDS.

DATED: JUNE 24, 2014
TRUSTOR: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP
TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

BY:

NAME: Sylvia ErazoTITLE: VP, Director of Operations

BENEFICIARY'S STATEMENT

A DEED OF TRUST TO SECURE THE PERFORMANCE OF AN AGREEMENT OR OTHER OBLIGATION, RECORDED JUNE 24, 2014 AS RECORDER SERIES NO. 2014029109 OF OFFICIAL RECORDS.

DATED: JUNE 24, 2014
BENEFICIARY: MARINA COMMUNITY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY:

NAME: Lathe MarceauTITLE: Authorized Agent

Wendy Elliott
Wendy Elliott
Authorized Agent

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TRUSTEE'S ACKNOWLEDGEMENT

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 } SS
COUNTY OF Alameda

ON THE 22 DAY OF March, 2016, BEFORE ME, Rachael Courtney, A NOTARY PUBLIC ~~WHO FOR THE COUNTY OF ALAMEDA~~, PERSONALLY APPEARED, Sylvia Fraga WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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: Rachael Courtney

PRINTED NAME: Rachael Courtney

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF:
Alameda

MY COMMISSION EXPIRES: January 10, 2019

MY COMMISSION NO.: 2096462

BENEFICIARY'S ACKNOWLEDGEMENT

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 } SS
COUNTY OF Alameda

ON THE 22 DAY OF March, 2016, BEFORE ME, Kathy Lynn Barton, A NOTARY PUBLIC ~~WHO FOR THE COUNTY OF ALAMEDA~~, PERSONALLY APPEARED, Laura Theresa Szymanis WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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: Kathy Lynn Barton

PRINTED NAME: Kathy Lynn Barton

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF:
Alameda

MY COMMISSION EXPIRES: March 2, 2018

MY COMMISSION NO.: 2059879

CITY ENGINEER'S STATEMENT

I, NOURDIN KHAYATA, ACTING CITY ENGINEER OF THE CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL THE PROVISIONS OF THE CALIFORNIA "SUBDIVISION MAP ACT" AS AMENDED, AND OF MARINA CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP, HAVE BEEN COMPLIED WITH.

Nourdin Khayata
NOURDIN KHAYATA
ACTING CITY ENGINEER, CITY OF MARINA
R.C.E. 52446 EXPIRATION DATE: 12-31-16



CITY SURVEYOR'S STATEMENT

I, CYRUS KIANPOUR, ACTING CITY SURVEYOR OF THE CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND IT IS TECHNICALLY CORRECT.

Cyrus Kianpour 3-28-2016
CYRUS KIANPOUR
ACTING CITY SURVEYOR, CITY OF MARINA
L.S. 7515 EXPIRATION DATE: 12-31-17



PLANNING STATEMENT

I, THERESA SZYMANIS, ACTING COMMUNITY DEVELOPMENT DIRECTOR, CITY OF MARINA, HEREBY CERTIFY THAT THE MAP SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AS APPROVED BY THE CITY COUNCIL OF MARINA ON THE 31ST DAY OF MAY 2005, AND SUBSEQUENT AMENDMENT APPROVED OCTOBER 2, 2006.

Theresa Szymanis 03-30-16
THERESA SZYMANIS, ACTING COMMUNITY DEVELOPMENT DIRECTOR
CITY OF MARINA

CITY CLERK'S STATEMENT

I, ANITA SHARP, DEPUTY CITY CLERK OF THE CITY OF MARINA, HEREBY CERTIFY THAT THE CITY COUNCIL OF SAID CITY OF MARINA APPROVED THE HEREIN MAP ON THE 16 DAY OF March, 2016 AND ACCEPTS ON BEHALF OF THE PUBLIC, IN FEE, SUBJECT TO IMPROVEMENTS, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BLUEWATER COURT, LIGHTHOUSE LANE, SANDY CLAY LANE, 3RD AVENUE, 9TH STREET, PARKVIEW WAY, SEA GLASS AVENUE, SKYVIEW DRIVE, WHARF TERRACE, 10TH STREET, MOONSHILL LANE, TELEGRAPH BOULEVARD, PARCEL L, PARCEL M, AND PARCEL N OFFERED FOR DEDICATION, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND ACCEPTS PUBLIC EASEMENTS OFFERED FOR DEDICATION.

Anita Sharp
ANITA SHARP
DEPUTY CITY CLERK OF MARINA

SOILS REPORT STATEMENT

A SOILS REPORT DATED JULY 1, 2005 PREPARED BY BERLOGAR GEOTECHNICAL CONSULTANTS HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION AND IS ON FILE AT THE CITY OF MARINA ENGINEERING DEPARTMENT.

SURVEYOR'S STATEMENT

I, RYAN M. SEXTON, HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY MADE DURING THE MONTH OF APRIL 2014 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AT THE REQUEST OF SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2016, THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THE AREA OF THIS SUBDIVISION IS 19.45 ACRES, MORE OR LESS.

Ryan M. Sexton
RYAN M. SEXTON
P.L.S. 9177
EXPIRATION DATE: 03/21/2017



RECORDER'S STATEMENT

FILED THIS 1st DAY OF April, 2016, AT 9:37 AM IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 46 AT THE REQUEST OF FIRST AMERICAN TITLE CO.

SIGNED: Stephen L. Vagnini

COUNTY RECORDER

BY: Lupe Moreno

DEPUTY

SERIAL NUMBER: 2016017965 FEE: \$31.00

FINAL MAP OF
TRACT NO. 1524
PHASE 1C, THE DUNES ON
MONTEREY BAY - THIRD PHASE
BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON THE FINAL MAP
FILED IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 44, TRACT 1522
MONTEREY COUNTY RECORDS.
CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA

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FEBRUARY 2016

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JOB # 3089.002

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NOTES

1. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
3. TOTAL AREA FOR THIS "PHASE 1C, THE DUNES ON MONTEREY BAY - THIRD-PHASE" SUBDIVISION IS 19.45± AC. GROSS, CONSISTING OF 128 RESIDENTIAL DEVELOPMENT LOTS, 3 PRIVATE PARK/OPEN SPACE LOTS AND 3 PUBLIC OPEN SPACE LOTS DEDICATED TO THE CITY OF MARINA.
4. MONUMENTS MARKED LS 9177 WILL BE SET AT ALL FRONT AND REAR LOT CORNERS. A 1" BRASS DISK WILL BE SET AT A 1.00 FOOT PROJECTION OF PROPERTY LINE ONTO THE SIDEWALK FOR FRONT CORNERS THAT ARE LOCATED AT THE BACK OF SIDEWALK. CORNERS THAT ARE LOCATED IN ASPHALT WILL BE MARKED WITH A MAG NAIL AND WASHER. CORNERS THAT ARE LOCATED IN DIRT/SAND WILL BE MARKED WITH A REBAR AND CAP.

REFERENCES:

- (1) 22 PARCEL MAPS 106 (PARCEL MAP)
- (2) 24 CITIES AND TOWNS 40 (FINAL MAP)

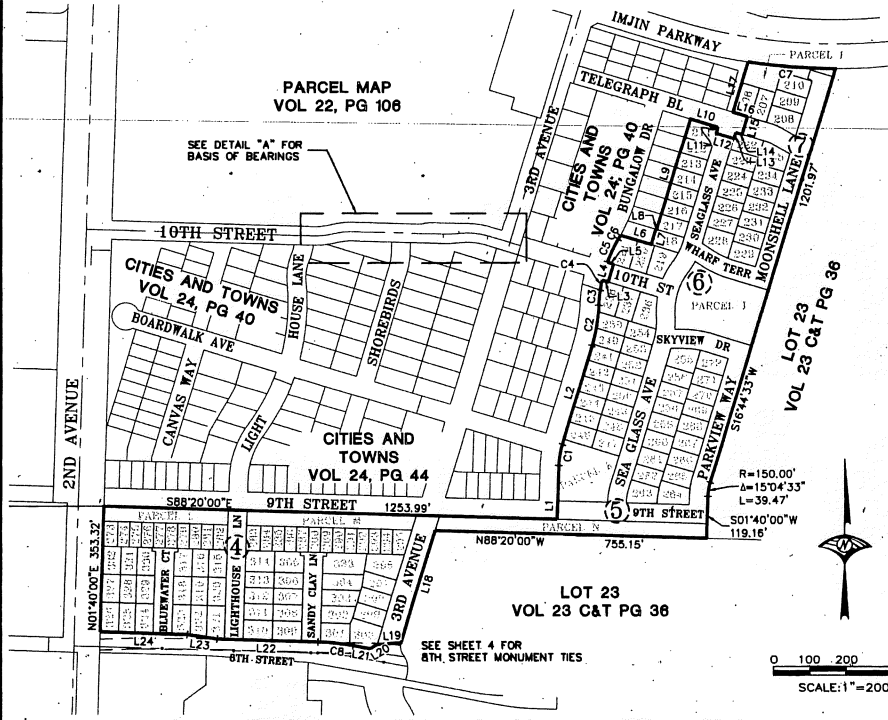
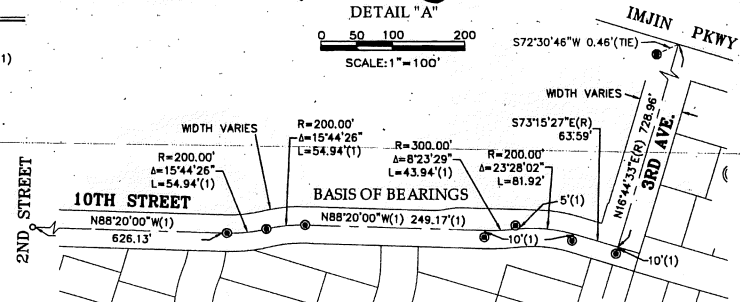
LEGEND

- SET STANDARD STREET WELL MONUMENT
- FOUND STANDARD STREET WELL MONUMENT PER (1)
- AC ACRES
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- ADJACENT PROPERTY LINE / EASEMENTS
- CENTERLINE
- EASEMENTS
- ESMT EASEMENT
- IEE PRIVATE INGRESS/EGRESS EASEMENT
- OR OFFICIAL RECORDS
- (OA) OVERALL DISTANCE
- PUE PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- UE PRIVATE UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- ④ SHEET NUMBER REFERENCE

BASIS OF BEARINGS

THE BEARING OF N88°20'00"W BETWEEN FOUND STREET MONUMENTS IN 10TH STREET, AS SHOWN ON THE PARCEL MAP FILED IN VOLUME 22 OF PARCEL MAPS AT PAGE 106, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

DETAIL "A"
0 50 100 200
SCALE: 1"=100'



Line Table - This Sheet Only		
No.	Bearing	Length
L1	N1°40'00"E	151.67'
L2	N16°44'33"E	284.43'
L3	S73°15'27"E	18.04'
L4	N16°44'33"E	52.00'
L5	N73°15'27"W	18.04'
L6	S73°15'27"E	86.78'
L7	N16°44'33"E	45.00'
L8	S73°15'27"E	2.36'
L9	N16°44'33"E	324.00'
L10	S73°15'27"E	80.00'
L11	S16°44'33"W	17.97'
L12	S73°15'27"E	52.00'
L13	N16°44'33"E	17.97'
L14	S73°15'27"E	17.97'
L15	N16°44'33"E	52.00'
L16	N73°15'27"W	42.10'
L17	N16°44'33"E	145.88'
L18	S16°44'33"W	328.60'
L19	S86°46'30"W	65.97'
L20	S57°53'40"W	23.02'
L21	N79°30'00"W	47.74'
L22	N88°20'00"W	277.11'
L23	N81°43'51"W	83.34'
L24	N88°20'00"W	240.95'

Curve Table - This Sheet Only		
No.	Radius	Delta
C1	224.00'	15°04'33"
C2	464.00'	14°05'33"
C3	392.00'	6°09'08"
C4	392.00'	4°08'14"
C5	392.00'	10°17'22"
C6	464.01'	1°30'46"
C7	1570.00'	8°49'57"
C8	631.00'	8°50'00"

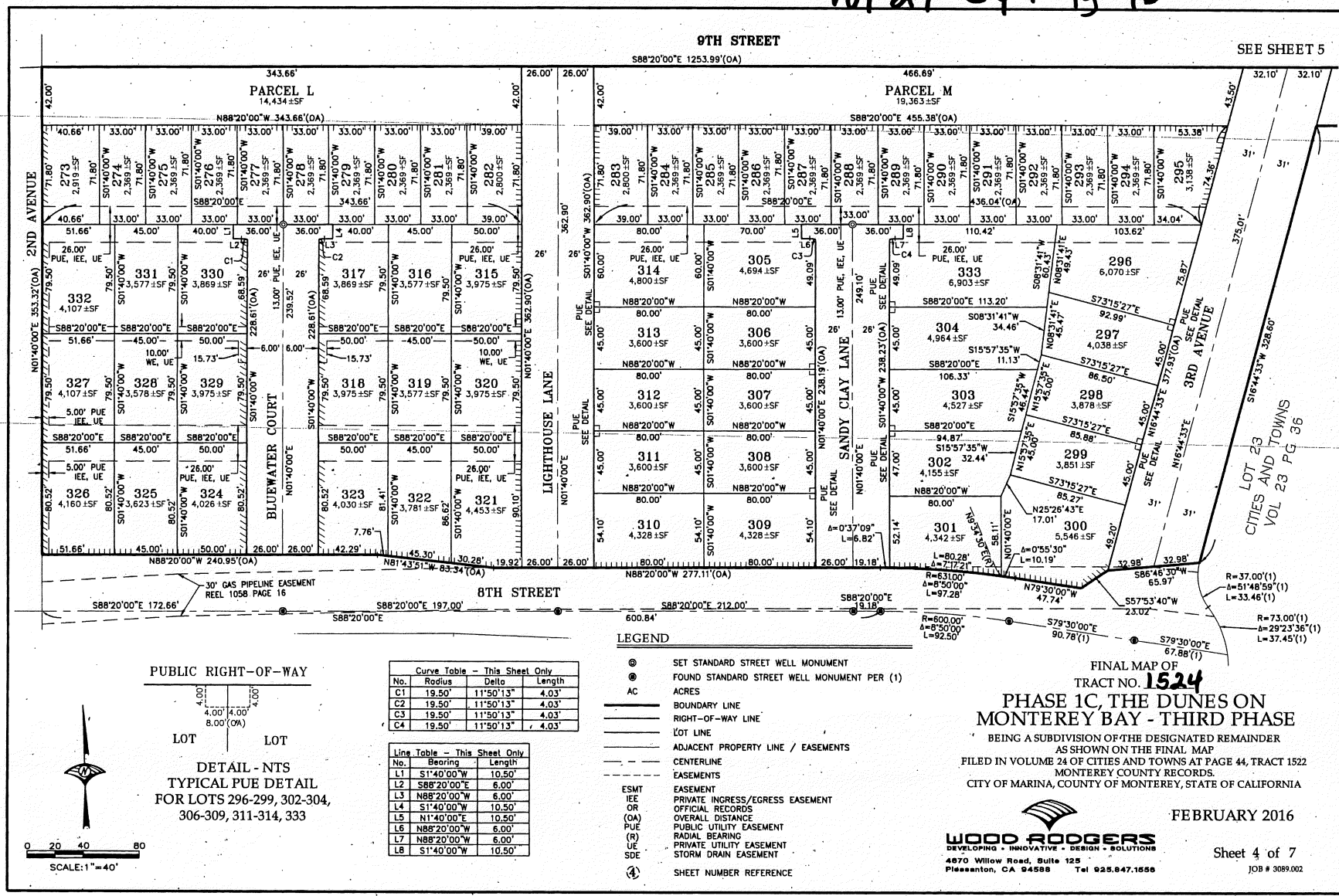
FINAL MAP OF
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FEBRUARY 2016

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LEGEND

- SET STANDARD STREET WELL, MONUMENT
- FOUND STANDARD STREET WELL MONUMENT PER (1)
- AC AGRES
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- ADJACENT PROPERTY LINE / EASEMENTS
- CENTERLINE
- EASEMENTS
- ESMT EASEMENT
- IEF PRIVATE INGRESS/EGRESS EASEMENT
- OR OFFICIAL RECORDS
- (OA) OVERALL DISTANCE
- PUE PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- UC PRIVATE UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- ④ SHEET NUMBER REFERENCE

Line Table - This Sheet Only		
No.	Bearing	Length
L3	S73°15'27"E	4.04'
L4	S73°15'27"E	4.07'
L5	S73°15'27"E	4.05'

Curve Table - This Sheet Only			
No.	Radius	Delta	Length
C1	250.00'	3°19'35"	14.51'
C2	250.00'	10°20'01"	45.09'
C3	202.00'	9°28'43"	33.42'
C4	202.00'	5°35'50"	19.73'
C5	300.00'	3°59'21"	20.89'
C6	274.00'	3°59'21"	19.08'
C7	206.00'	1°07'32"	4.05'
C8	202.00'	1°08'54"	4.05'
C9	202.00'	1°09'08"	4.06'
C10	206.00'	1°07'45"	4.06'

CITIES AND TOWNS
VOL 24 PG 44

9TH STREET

3RD AVENUE

PARCEL N
31,467±SF

PARCEL K
22,930±SF

CITIES AND TOWNS
VOL 23 PG 36



0 20 40 80
SCALE: 1"=40'

PUBLIC RIGHT-OF-WAY

LOT LOT

DETAIL "A" - NTS TYPICAL PUE
DETAIL
FOR LOTS 243-250, 258-263, 266-269

DETAIL "B"
PUE DETAIL
FOR LOTS 264 AND 265

FINAL MAP OF
TRACT NO. 1524
PHASE 1C, THE DUNES ON
MONTEREY BAY - THIRD PHASE
BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON THE FINAL MAP
FILED IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 44, TRACT 1522
MONTEREY COUNTY RECORDS
CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA

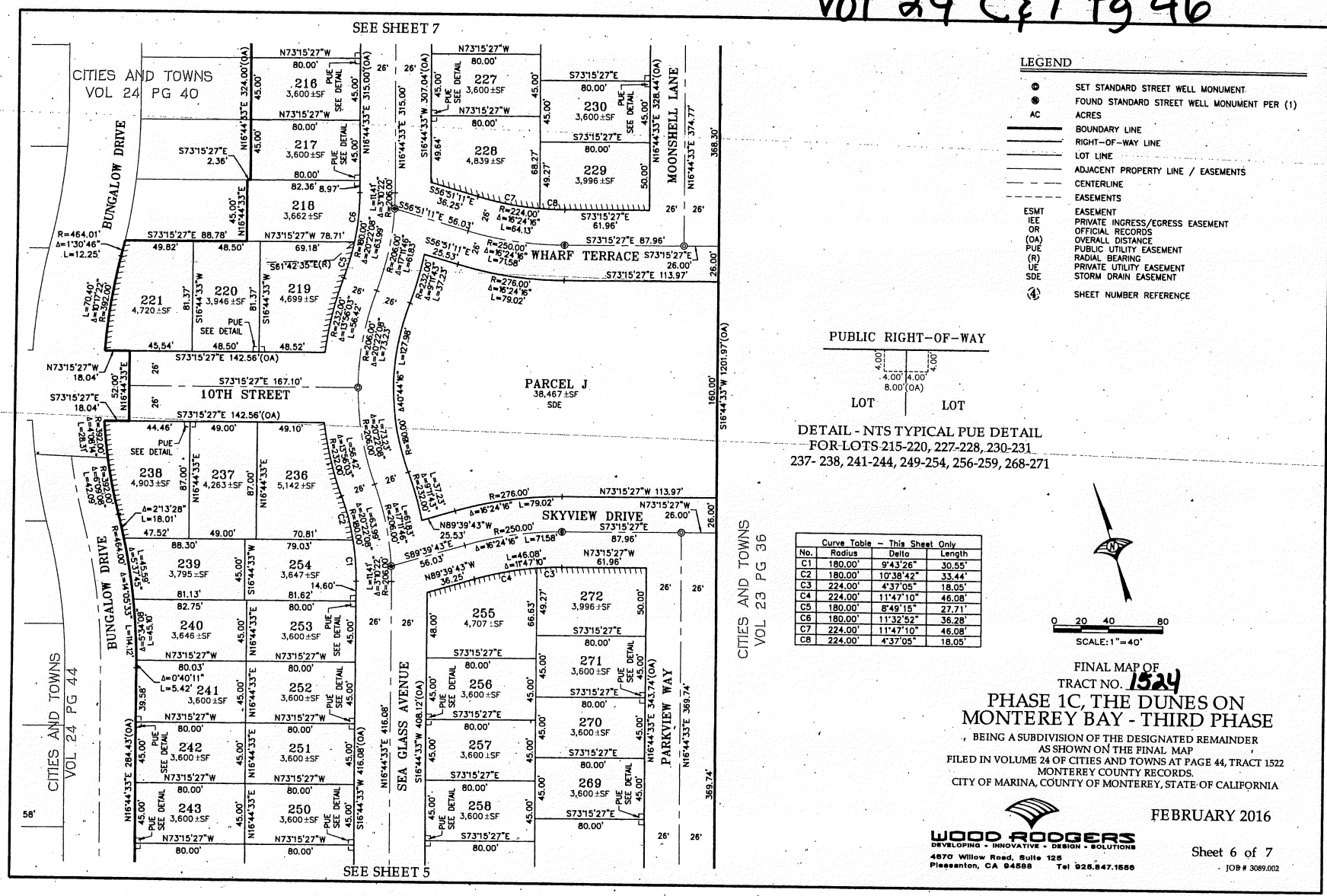
WOOD ROGERS
DEVELOPING - INNOVATIVE - DESIGN - SOLUTIONS
4870 Willow Road, Suite 125
Pleasanton, CA 94588 Tel 925.847.1556

FEBRUARY 2016

Sheet 5 of 7
JOB # 3089.002

Vol 24 C&T Pg 46

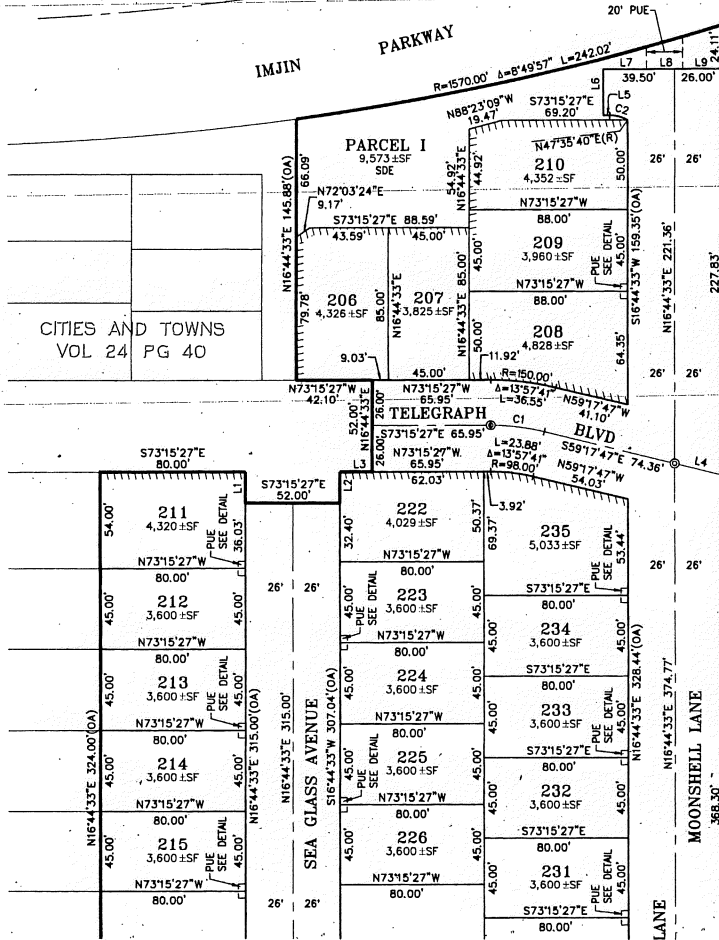
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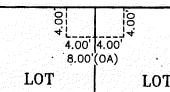
Vol. 24 C&T Pg. 46

LEGEND

- SET STANDARD STREET WELL MONUMENT
- FOUND STANDARD STREET WELL MONUMENT PER (1)
- AC ACRES
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- ADJACENT PROPERTY LINE / EASEMENTS
- CENTERLINE
- EASEMENTS
- ESMT EASEMENT
- IEE PRIVATE INGRESS/EGRESS EASEMENT
- OR OFFICIAL RECORDS
- (OA) OVERALL DISTANCE
- PUE PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- UE PRIVATE UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- ④ SHEET NUMBER REFERENCE



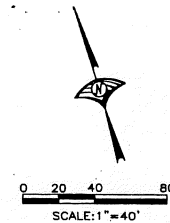
PUBLIC RIGHT-OF-WAY



DETAIL - NTS
TYPICAL PUE DETAIL
FOR LOTS 208-209,
211-216, 223-226, 230-235

No.	Bearing	Length
L1	S16°44'33"W	17.97'
L2	N16°44'33"E	17.97'
L3	S73°15'27"E	17.97'
L4	S59°17'47"E	26.79'
L5	S73°15'27"E	3.50'
L6	S16°44'33"W	26.00'
L7	N73°15'47"W	24.00'
L8	N73°15'47"W	20.00'
L9	N73°15'47"W	21.50'

No.	Radius	Delta	Length
C1	124.00'	13°57'41"	30.22'
C2	19.50'	30°51'07"	10.50'



FINAL MAP OF
TRACT NO. 1524
PHASE 1C, THE DUNES ON
MONTEREY BAY - THIRD PHASE
BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON THE FINAL MAP
FILED IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 44, TRACT 1522
MONTEREY COUNTY RECORDS.
CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA

FEBRUARY 2016

WOOD RODGERS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS
4870 Willow Road, Suite 125
Pleasanton, CA 94566 Tel 925.847.1558

Sheet 7 of 7
JOB # 3089.002

SEE SHEET 6

PUBLIC IMPROVEMENT AGREEMENT

**AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF
STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES**

**“The Dunes on Monterey Bay” Project
– A Portion of Phase 1-C – Third Phase/Residential –**

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities (“Agreement”) is made and entered into this 19 day of April, 2016, by and between the City of Marina, herein called the “City,” a municipal corporation, and Shea Homes Limited Partnership, a real property owner, developer or subdivider, herein called the “Developer.”

WHEREAS, pursuant to the Development Agreement dated July 8, 2005, the Disposition and Development Agreement dated May 31, 2005, as amended by the Implementation Agreements, and the Quitclaim Deed dated September 21, 2006, Marina Community Partners, LLC, as the “Master Developer” is the owner of the land known as The Dunes Phase 1-C; and

WHEREAS, on May 31, 2005, by Resolution 2005-130 the Master Developer received approval from the City for: (1) the University Village (now “The Dunes on Monterey Bay”) Specific Plan (Resolution 2005-130); and (2) a Tentative Subdivision Map (“Tentative Map”) consistent with the City’s General Plan and the Specific Plan (Resolution 2005-131) subject to Conditions of Approval attached to Resolution 2005-131 including: Condition 3 requiring a subdivision improvement agreement and bonding; and Condition 18 requiring establishment of a Landscape and Lighting District (“LLD”) prior to approval of the first Final Map; and

WHEREAS, the Master Developer conducted deconstruction and demolition activities affecting the Property (as defined below) under the terms of a Right of Entry Agreement from the City dated September 30, 2005; and

WHEREAS, the Marina Redevelopment Agency and the Master Developer entered into the Implementation Agreement Regarding University Village on September 6, 2006, which provided for construction of the project in three major phases, Phases 1, 2 and 3 and which further split Phase 1 into three separate sub phases termed Phase 1-A, Phase 1-B and Phase 1-C, and established Conforming Clarification(s) to the Schedule of Performance for each sub phase; and

WHEREAS, on October 2, 2007, in Resolution 2007-229 the City approved a Final Map for Phase 1-C and a Subdivision Improvement Agreement. However, due to subsequent changes in economic conditions the Final Map was never recorded and the Subdivision Improvement Agreement was never executed, and therefore the approval of the Final Map for Phase 1-C approved on October 2, 2007, and the authority to enter into the Subdivision Improvement Agreement, attached as Exhibit B to Resolution 2007-229, were rescinded by the adoption of Resolution 2015-16 approving a Public Improvement Agreement for Phase 1-C First Phase/Residential; and

WHEREAS, following the Master Developer's invocation of an excused delay in the construction of Phase 1, Phase 2 and Phase 3 due to the impact of economic conditions on the feasibility of the project, on August 5, 2008, the Marina Redevelopment Agency and the Master Developer entered into the Second Implementation Agreement Regarding University Village to provide for the Master Developer's continued construction of the project in spite of the economic downturn and made certain changes to the Disposition and Development Agreement and to the Conforming Clarifications to the Schedule of Performance; and

WHEREAS, on August 12, 2008, in accordance with Resolution 2008-173 the City and the Master Developer entered into a Public Improvement Agreement to provide for the improvement of streets, installation of storm drains and other public works facilities for a portion of Phase 1-C designated as residential in the Specific Plan (the "Initial Phase/Residential"); and

WHEREAS, on October 21, 2008, by Resolution 2008-209 the City approved an amendment to the Tentative Map affecting Phase 1-B, adopting two additional Conditions of Approval to the Tentative Map and thereby changing the numbering of Condition 18 to Condition 20; and

WHEREAS, ON May 18, 2010, by Resolution 2010-13(MRA) the Marina Redevelopment Agency and the City, by Resolution 2010-75, approved a modification to the Schedule of Performance; and

WHEREAS, The Master Developer transferred ownership of the Property to Developer pursuant to a grant deed recorded on June 24, 2014, as document number 2014-029107; and

WHEREAS, The Master Developer assigned, and Developer assumed, the obligations of Master Developer under the Disposition and Development Agreement and the Development Agreement between City and Master Developer with respect to the Property pursuant to a Partial Assignment and Assumption Agreement; and

WHEREAS, The Master Developer remains obligated under the Disposition and Development Agreement and Development Agreement for the balance of the Project not yet conveyed to third parties; and

WHEREAS, revised improvement plans entitled "Street Improvement Plans for The Dunes on Monterey Bay," herein "Improvement Plans," to those signed by the City Engineer on January 8, 2008, with revisions by Wood Rodgers dated June 17, 2014, and incorporated herein by this reference, have been submitted to the City for approval and acceptance, including certain streets constituting a portion of Phase 1-C of The Dunes on Monterey Bay Project, referred to herein as Phase 1-C Third Phase/Residential or the "Project," located on and along Bluewater Court, Lighthouse Lane from 8th Street to 9th Street, Sandy Clay Lane, 3rd Avenue from 8th Street to 9th Street, Sea Glass Avenue, Parkview Way and Moonshell Lane, Telegraph Boulevard from Sea Glass Avenue to Moonshell Lane, Wharf Terrace, 10th Street from Bungalow Drive to Sea Glass Avenue, Skyview Drive, 9th Street from Bungalow Drive to Parkview Way, herein the "Property". Improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, street lights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on Exhibit A, herein the "Improvements;" above ground infiltration facilities may temporarily be utilized for the Project in lieu of final infiltration galleries where feasible; and

WHEREAS, the Conditions of Approval of the Tentative Map, as adopted by Resolution 2005-131 and as amended by Resolution 2008-209 require the establishment of a Landscape and Lighting District prior to recording of a final map; and

WHEREAS, by Resolution 2015-11 the Master Developer received approval from the City for an amendment to Conditions of Approval Nos.3 and 20 (Resolution 2008-209) for the Tentative Map which provided for the establishment of a Community Facilities District in lieu of a Landscape and Lighting District and permitted the Developer to record a final map for Phase 1-C First Phase/Residential prior to the establishment of the Community Facilities District but that the City shall not accept any of the infrastructure improvements or easements for Phase 1-C First Phase/Residential to be maintained by the Community Facilities District, including infrastructure improvements to be completed by the Developer, until such time as the Community Facilities District is established; and

WHEREAS, on June 2, 2015, by Resolution 2015-01 the City approved the formation of Community Facilities District No. 2015-01 (The Dunes); and

WHEREAS, the Developer will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map ("Final Map") for Phase 1-C Third Phase/Residential; and

WHEREAS, the City will not accept any of the Phase 1-C Third Phase/Residential public improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; and

WHEREAS, the Developer requires certain utilities and public works facilities in order to service the Project under the minimum standards established by the City; and

WHEREAS, the City, by and through its City Council, has enacted certain Codes, Ordinances and Resolutions and certain Rules and Regulations have been promulgated concerning the subject matter of this Agreement; and

WHEREAS, the City has certain responsibilities for maintenance and operation of such Improvements, utilities and public service facilities after acceptance by City, and for providing the necessary connecting system, and the City has agreed to discharge those responsibilities following its acceptance of the Improvements.

NOW THEREFORE, in consideration of the foregoing and in order to carry on the intent and purpose of said Codes, Ordinances, Resolutions, Rules and Regulations, it is agreed by and between the parties as follows:

SECTION 1

The recitals to this Agreement are hereby incorporated into the terms of this Agreement. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out a length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations include, but are not limited to, the following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code.

SECTION 2

The Developer agrees:

- a. To perform each and every provision required by the City to be performed by the Developer in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.
- b. To annex the Property to Community Facilities District No.2015-01 to provide for the imposition of special assessments on the Property providing funding for the maintenance of the Improvements to be constructed by the Developer pursuant to this Agreement in a timely manner in order to ensure that the annexation to the Community Facilities District is accomplished prior to the sale or conveyance of any portion of the Property.

c. To grant to the City or other entities entitled thereto, from property owned by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon prior to the annexation of the Property to the Community Facilities District. At no cost to the Developer, City and Developer will work cooperatively with the owners of other real property to acquire all easements necessary to construct the Improvements. At no cost to the City, City agrees to support Developer in acquisition of easements necessary to construct the Improvements and to accept said easements upon execution of easement grant deeds to the City by grantors, subject to the condition set forth above regarding the annexation to the Community Facilities District. City also agrees to issue Developer and/or Developer's contractors encroachment permits necessary to accomplish said work.

Prior to acceptance of the Improvements by the City, to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation attorney's fees) because of or arising or resulting directly or indirectly from (i) any damage done to any utility, public facility or other material or installation of the City on said real estate as a result of the Developer or any contractor or subcontractor of the Developer, or any employee of the foregoing, grading or working upon said real estate; or (ii) any act or omission of Developer or Developer's contractors, or subcontractors, or any employee of the foregoing in connection with the design, construction or other work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property, except for such claims, demands, causes of action liability, or loss arising out of the sole active negligence of the City or any of its officials, boards and commissions and members thereof, agents and employees. City shall not be responsible for the design or construction of the Improvements pursuant to the Improvement Plans, regardless of any negligent action or inaction taken by City in approving the Improvement Plans unless the particular improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before construction and acceptance of the Improvements, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternate safe and feasible design. Prior to acceptance, Developer shall remain obligated for routine maintenance. After acceptance, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design of construction defect, however, Developer shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten years following acceptance by City of the Improvements. The Improvement security shall not be required to cover the provisions of this Section. Developer shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and

other professionals, and court costs) incurred by City in enforcing the provisions of this Section

d. To construct and improve all public works facilities and other improvements described on the Engineer's Estimate referenced in Section 3 of this agreement and the Improvement Plans submitted to the City in furtherance of this Agreement on file with the City. All construction and improvements shall be completed in accordance with all standards established in the applicable Codes, Ordinances, Resolutions, Rules and Regulations, all applicable laws and this Agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer or his or her designee. Developer shall furnish two good and sufficient bonds, in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements, guaranteeing Developer's performance of this Agreement: (1) a Payment Bond on a form provided by the City; and (2) a Faithful Performance Bond, both of which must be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the contractor of its obligations and the terms and conditions on which the City may obtain the proceeds of the bond. Alternatively, the Developer may provide a cash deposit in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements to guarantee Developer's performance of this Agreement.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this agreement, and shall secure payment to City of any loss due to the default of the Developer or its contractors or their inability or refusal to perform this contract, and to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the Improvements by Developer and acceptance of the Improvements by the City, provided that after completion of the Improvements by Developer and acceptance of the Improvements by the City the Developer may substitute for the performance bond securing the warranty described above with a separate warranty bond issued by an admitted surety in the amount of ten percent (10%) of the total contract price of the Improvements (provided that amount of said bond shall not be less than One Thousand Dollars (\$1,000) to cover the one-year warranty period. Government Code §66499.7, and as it may hereafter be amended, extended, or otherwise modified, shall apply to a request by Developer for release, in whole or in part, of the Faithful Performance Bond.

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Developer may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the contractor or subcontractor in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Developer, or its contractor or subcontractors fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Sections 8520, 8530 and 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Developer, its contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code Sections 8520, 8530 and 9100 so as to give a right of action to those persons or their assigns in any suit brought upon the bond

The Developer shall submit the following for both the surety that furnishes the Payment Bond and the surety that furnishes the Faithful Performance Bond: (1) a current printout from California Department of Insurances website (www.insurance.ca.gov) showing that the surety is admitted to do business in the State; or (2) a certificate from the Clerk of the County of Monterey that the surety's certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended or in the event that it has, than renewed authority has been granted.

e. At all times during the term of this Agreement and until the Improvements constructed by Developer are accepted by City, Developer shall, at no cost to City obtain and maintain (a) a policy of general liability and property damage insurance in the minimum amount of Two Million Dollars (\$2,000,000), combined single limit for both bodily injury and property damage; (b) workers' compensation insurance as required by law; and (c) broad form "Builder's Risk" property damage insurance limits of not less than 100% of the estimated value of the Improvements to be constructed by Developer pursuant to this Agreement (Builders Risk Insurance is not required when only mass grading and roadway-related improvements consisting of no structures are to be constructed).

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified in (a) above shall name City as additional insured and the insurance (b) shall name the City as a loss payee, and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer's contractors or their respective employees. Developer hereby waives, and Developer shall cause each of its contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

f. Not to offer for dedication to and acceptance by the City any of the public improvements constructed by Developer and located on the Property until such time as the Property is annexed to the Community Facilities District.

g. Not to convey, transfer, assign, or sell in one transaction or a series of transactions, subsequent to recordation of the Final Map for Phase 1-C Third Phase/Residential and prior to the annexation to the Community Facilities District, any portion or interest of the Developer in the Property or the Project. Notwithstanding the foregoing, Developer may transfer, assign or sell in one transaction or a series of transactions all or any portion or interest of the Developer in the Property or the Project with consent of the City, such consent not to be unreasonably delayed, conditioned or withheld, to any entity which controls, is controlled by or is under common control with the Developer or the Master Developer, provided that said assignee assumes, in full, the obligations of Developer under this Agreement.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or his or her designee. That estimated amount is \$2,386,686. The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Developer will commence substantial construction of the Improvements required by this Agreement within the time period set forth in the Conforming Clarifications to the Schedule of Performance ("Schedule of Performance") between City and Master Developer, as the Schedule of Performance may be subsequently amended. All the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed within the time periods set forth in such Schedule of Performance. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property. City shall accept the Improvements no later than six (6) months after such time as the Improvements are (i) completed to the satisfaction of the City Engineer, (ii) the annexation to the CFD is completed and (iii) the City is in receipt of funds from the CFD to maintain the Improvements.

SECTION 5

a) Default of Developer shall include, but not be limited to: (1) failure to timely commence construction of the Improvements; (2) failure to timely complete construction of the Improvements; (3) failure to timely commence and complete the annexation of the Property to the Community Facilities District; (4) failure to timely cure any defect of the Improvements; (5) failure to perform substantial construction work for a period of sixty calendar days after commencement of the work; (6) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty days; (7) commencement of a foreclosure action against the project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or (8) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, Developer shall not be in default under this Agreement if it cures any default within thirty days' notice of such default, or if the default may not reasonably be curing within such time period, if it commences to cure within thirty days and thereafter diligently proceeds to complete the cure.

b) City reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by the Developer. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Developer's default shall not exceed the cost of completing the Improvements. The sums provided by the security for the Improvements may be used by City for the completion of the Improvements in accordance with the Improvement Plans referenced herein.

c) In the event of Developer's default under this Agreement, Developer authorizes City to perform such obligation sixty days after mailing written notice of default to Developer and to Developer's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the City for any excess cost or damages occasioned City thereby, including but not limited to fees and charges or architects, engineers, attorneys, other professionals and court costs. In such event, City without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Developer as may be on the site of the work and necessary for performance of the work.

d) Failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Developer.

SECTION 6

That the following General Stipulations and any attached stipulations shall be completed, subject to the approval of the City Engineer.

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.
2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is complete with a minimum interruption of traffic
3. All work within the public right-of-way shall be subject to the approval of the City Engineer or his or her designee.
4. All construction work shall be coordinated so that the existing residents and/or businesses have access to their properties.
5. All improvements shall be installed per the approved Improvement Plans.
6. The Developer shall provide to the City of Marina electronic copy of the "As Built" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).
7. Any reimbursements due the Developer, unless specified otherwise in writing in this agreement, will expire ten (10) years after the date of execution of this agreement.

8. Until the roads on the Property are open to the public, Developer shall give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

SECTION 7

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

SECTION 8

Neither Developer nor any of Developer's agents, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

SECTION 9

Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinance providing therefor, nor shall anything in this Agreement commit the City to any such apportionment.

SECTION 10

Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Project or to any other third party without the express written consent of City.

SECTION 11

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements and only after the annexation of the Property to the Community Facilities District. Such acceptance shall not constitute a waiver of defects by City.

SECTION 12

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

SECTION 13

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.

SECTION 14

This Agreement shall be interpreted in accordance with the laws of the State of California. Jurisdiction of all disputes of this Agreement shall be in the County of Monterey, State of California.

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the Conditions, the Disposition and Development Agreement as amended by the Implementation Agreements, the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities "The Dunes on Monterey Bay" Project A Portion of Phase 1-C – First Phase Residential, the Agreement Forming Community Facilities District No. 2015-01, and the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities "The Dunes on Monterey Bay" A Portion of Phase 1-C-Second Phase Residential constitute the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the parties.

SECTION 17

In the event the Schedule of Performance (including any Conforming Clarifications thereto) is tolled, the time for commencement of construction or completion of the Improvements hereunder shall be extended for the same duration as applies to the Schedule of Performance. Any such extension may be granted without notice to Developer's surety and shall not affect the validity of this Agreement or release the surety on any security given for this Agreement.

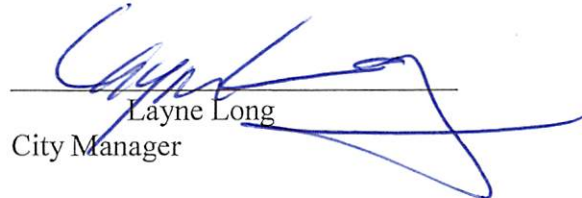
IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date first written above.

ATTEST:

CITY OF MARINA

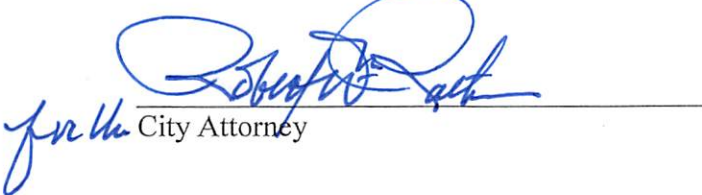
A blue ink signature, appearing to read "Amie Shuman", written over a horizontal line.

Acting Deputy City Clerk

A blue ink signature, appearing to read "Layne Long", written over a horizontal line.

Layne Long
City Manager

APPROVED AS TO FORM:

A blue ink signature, appearing to read "Robert D. [unclear]", written over a horizontal line. To the left of the signature, the words "for the" are handwritten in blue ink.

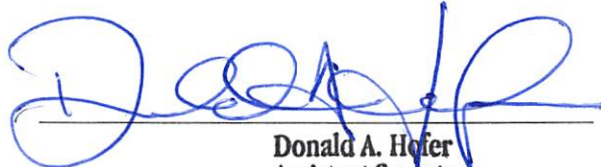
City Attorney

IN WITNESS WHEREOF Developer has executed this agreement as of

_____.

SHEA HOMES LIMITED PARTNERSHIP,
a California Limited Partnership

BY:



Donald A. Hofer
Assistant Secretary

BY:



David Best
Authorized Agent

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

State of California County of _____ On _____ before me, (here insert name and title of the officer), personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Per GC Sec. 40814; CC Sec. 1181

Donald A. Hilder
Assistant Secretary

David Best
Authorized Agent

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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)SS
COUNTY OF Alameda)

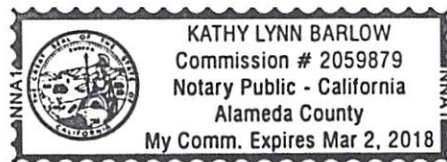
On March 24, 2016 before me, Kathy Lynn Barlow, Notary Public, personally appeared Donald A Hofer and David Best

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

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

WITNESS my hand and official seal.

Signature



This area for official notarial seal.

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S):
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

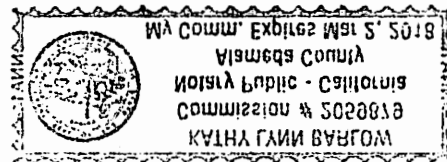


EXHIBIT A

THE DUNES ON MONTEREY BAY

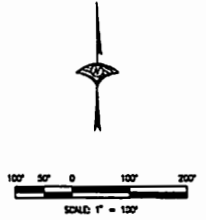
PHASE 1C - THIRD FINAL MAP PHASE IV, V, VI - STREETS

SHEA HOMES

CITY OF MARINA

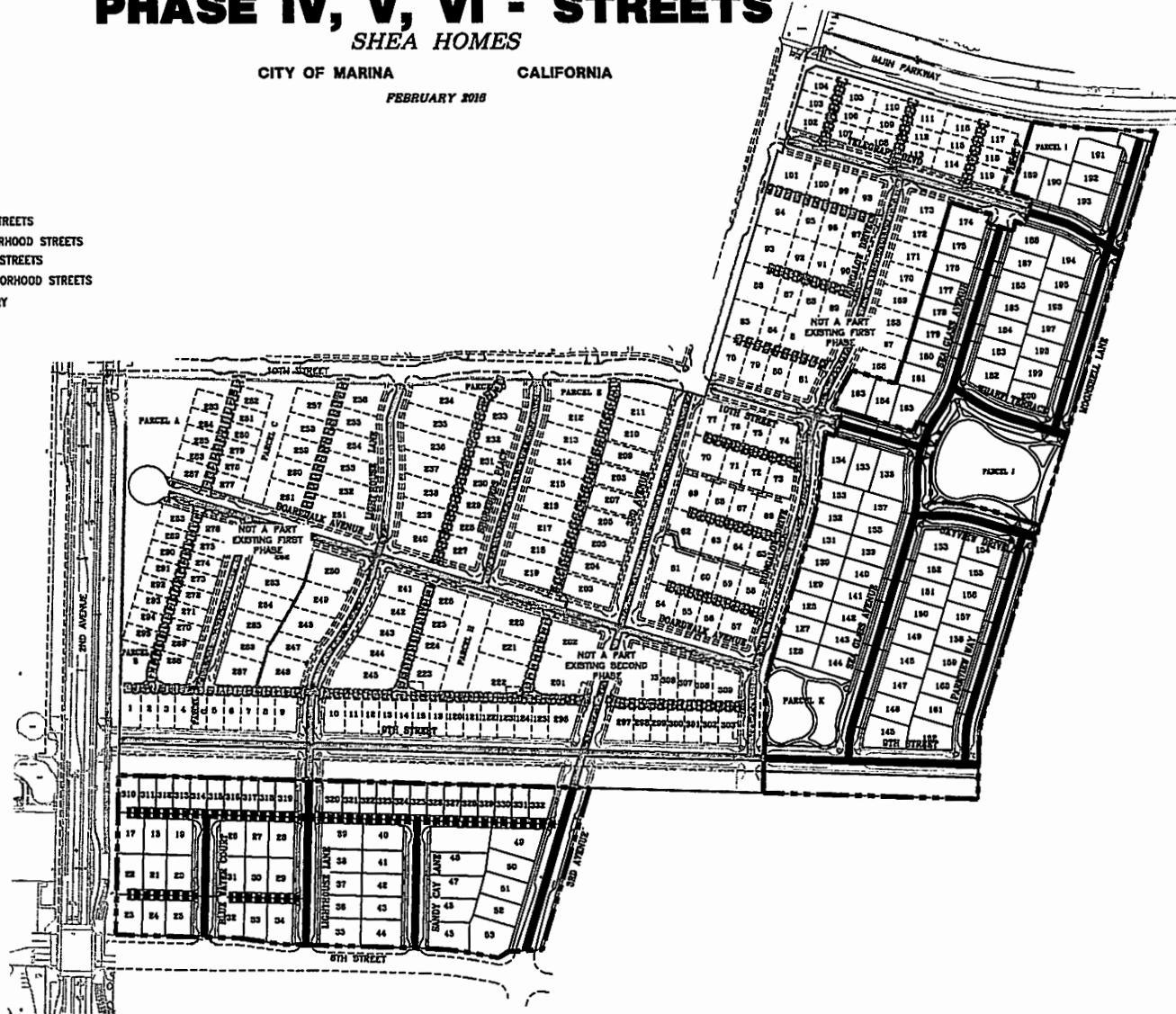
CALIFORNIA

FEBRUARY 2016



LEGEND

- EXISTING ALLEY STREETS
- EXISTING NEIGHBORHOOD STREETS
- PROPOSED ALLEY STREETS
- PROPOSED NEIGHBORHOOD STREETS
- PROJECT BOUNDARY



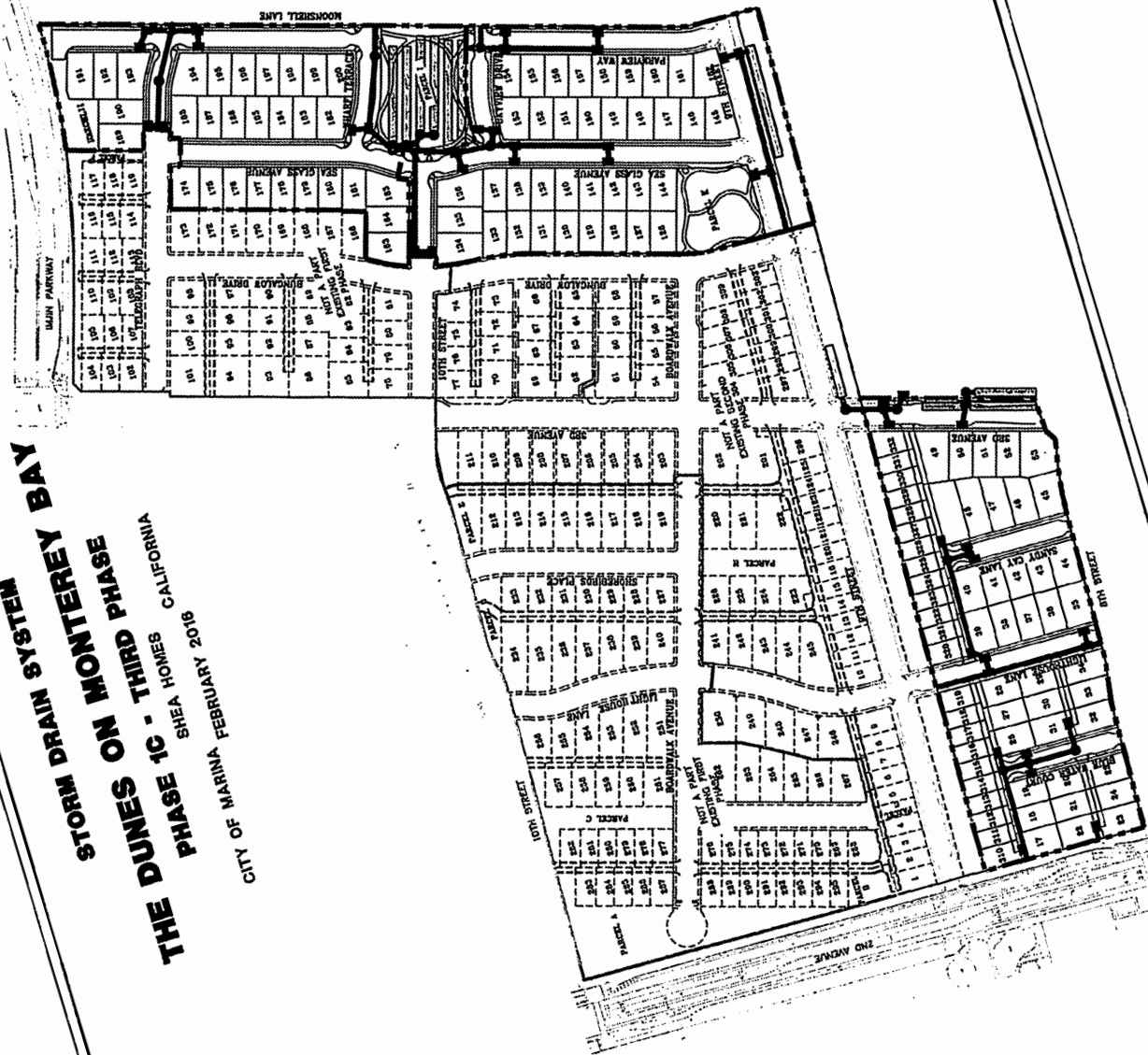
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
4970 WILLOW ROAD, STE. 125 TEL: 925.847.1888
PLEASANTON, CA 94588 FAX: 925.847.1887

**STORM DRAIN SYSTEM
ON MONTEREY BAY**

**THE DUNES ON MONTEREY BAY
PHASE 1C - THIRD PHASE**

SHEA HOMES CALIFORNIA
CITY OF MARINA FEBRUARY 2006

- LEGEND**
- STORM DRAIN PIPELINES
 - PROJECT BOUNDARY
 - INFILTRATION GALLERY
 - STORM DRAIN MANHOLE
 - CATCH BASIN



**Engineer's Estimate of Construction Costs
STREET AND STORM DRAIN SYSTEMS
PHASE 1C - PHASE IV-VI (THIRD PHASE FINAL MAP)
THE DUNES ON MONTEREY BAY
MARINA, CA**

DESCRIPTION	TOTAL COST
Total Existing Improvements	\$ 558,964
Total Proposed Improvements	\$ 2,330,789

Total Subdivision Improvement Costs for Bond Purposes

10% of Existing Improvements	\$ 55,896
100% of Proposed Improvements	\$ 2,330,789
Total	<u>\$2,386,686</u>

Engineer's Estimate of Construction Costs
EXISTING STORM DRAIN SYSTEMS
PHASE 1C - PHASE IV-VI (THIRD PHASE FINAL MAP)
THE DUNES ON MONTEREY BAY
MARINA, CA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<u>Storm Drain</u>					
1.	12" HDPE Storm Drain Pipe	687	LF	\$28.00	\$19,236.00
2.	15" HDPE Storm Drain Pipe	2,222	LF	\$35.00	\$77,770.00
3.	18" HDPE Storm Drain Pipe	1,247	LF	\$42.00	\$52,374.00
4.	24" HDPE Storm Drain Pipe	49	LF	\$56.00	\$2,744.00
5.	30" HDPE Storm Drain Pipe	182	LF	\$70.00	\$12,740.00
6.	Manhole	21	EA	\$8,300.00	\$174,300.00
7.	Catch Basin	50	EA	\$2,500.00	\$125,000.00
8.	Infiltration Gallery	316	LF	\$300.00	\$94,800.00
Storm Drain Subtotal					<u>\$558,964.00</u>
Total Construction Costs					<u>\$558,964</u>

Engineer's Estimate of Construction Costs
NEW STREET AND STORM DRAIN SYSTEMS
PHASE 1C - PHASE IV-VI (THIRD PHASE FINAL MAP)
THE DUNES ON MONTEREY BAY
MARINA, CA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<u>Street Work</u>					
1.	Fine Grading	253,340	SF	\$ 0.70	\$ 177,338.00
2.	3" AC Paving	138,446	SF	\$ 2.70	\$ 373,804.20
3.	6" Aggregate Base	138,446	SF	\$ 1.44	\$ 199,362.24
4.	Rolled Curb and Gutter	1,950	SF	\$ 30.00	\$ 58,500.00
5.	Type 'C' Curb and Gutter	8,888	LF	\$ 30.00	\$ 266,640.00
6.	Street Monument	15	EA	\$ 650.00	\$ 9,750.00
7.	Street Barricades	61	LF	\$ 50.00	\$ 3,050.00
8.	2nd Avenue - 10' Wide Sidewalk	3,400	SF	\$ 7.00	\$ 23,800.00
9.	8th Street - 5' Sidewalk	3,045	SF	\$ 7.00	\$ 21,315.00
10.	5' Separated Sidewalk	20,510	SF	\$ 7.00	\$ 143,570.00
11.	5' Sidewalk	14,470	EA	\$ 7.00	\$ 101,290.00
12.	8th Street - Handicap Ramps	8	EA	\$ 2,000.00	\$ 16,000.00
13.	Handicap Ramps	28	EA	\$ 2,000.00	\$ 56,000.00
14.	Residential Driveway Approaches	78	EA	\$ 1,500.00	\$ 117,000.00
15.	Alley Driveways	51	EA	\$ 1,800.00	\$ 91,800.00
16.	Signing and Striping	4,367	LF	\$ 10.00	\$ 43,670.00
	Street Work Subtotal				<u>\$1,702,889.44</u>
<u>Storm Drain</u>					
1.	Infiltration Gallery	1,381	LF	\$300.00	\$414,300.00
	Storm Drain Subtotal				<u>\$414,300.00</u>
<u>Street Lights (including all appurtenances)</u>					
1.	In-Tract	48	EA	\$4,450.00	\$ 213,600.00
	Street Lights Subtotal				<u>\$213,600.00</u>
	Total Construction Costs				<u>\$2,330,789</u>

July 24, 2020

Item No. **8h(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 5, 2020

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2020-, ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS AS SHOWN ON THE APPROVED DUNES PHASE 1C (FORMERLY UNIVERSITY VILLAGE) IMPROVEMENT PLANS AND FINAL MAP FOR RESIDENTIAL PHASE 3, AUTHORIZING THE CITY CLERK TO RELEASE BOND SECURITIES, ACCEPT A WARRANTY BOND, AND RECORD ACCEPTANCE WITH THE MONTEREY COUNTY RECORDER'S OFFICE

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2020-, accepting the dedication of Public Improvements as shown on the approved Dunes Phase 1C (Formerly University Village) Improvement Plans and Final Map for Residential Phase 3;
2. Authorize the City Clerk to release bond securities, accept a warranty bond, and record acceptance with Monterey County Recorder's Office.

BACKGROUND:

At the regular meeting of March 15, 2016, the City Council adopted Resolution No. 2016-36, approving the Phase 1C Final Map for The Dunes on Monterey Bay Development Project Subdivision. This was the third and last of the final maps that make up the entirety of the Dunes Residential Phase 1C.

At the same meeting, City Council adopted Resolution No. 2016-35, approving the Public Improvement Agreement encompassing the third phase of the three phases that make up the entirety of the Dunes Residential Phase 1C.

The Final Map of Tract No. 1524, recorded in the Monterey County Records Office in Volume 24 of Cities and Towns, at page 46 specifies the dedications for public use as part of the Owner's Statement ("EXHIBIT A"). Streets dedicated to the City on this map include portions of 3rd Avenue, 9th Street, Lighthouse Lane, Bluewater Court, Sandy Clay Lane, Parkview Way, Sea Glass Avenue, Skyview Drive, Wharf Terrace, 10th Street, Moonshell Lane, and Telegraph Boulevard.

The Marina Community Partners (MCP), the subdivider, has filed with the City Clerk a Faithful Performance bond and a Labor and Materials bond each in the amount of \$2,386,686.

ANALYSIS:

The Improvements required by the improvement plans entitled "Street Improvement Plans for The Dunes on Monterey Bay Phase 3" ("Improvement Plans"), and approved by the City Engineer on March 11, 2016, were completed by MCP in substantial conformance with the approved Improvement Plans for the project.

The Public Improvement Agreement states that a Guarantee and Warranty period will remain for one year after acceptance of the Improvements by the City Council.

Therefore, a request is being made by MCP to release all of the Faithful Performance bond. A new bond of 10% of the original Performance bond (\$238,668) for public improvements in Phase 3 will remain with the City Clerk as the Guarantee and Warranty Security for one (1) year after acceptance. Any repairs required during the Guarantee and Warranty period will be made by MCP, or the costs will be recovered from said bond. After the Warranty period, maintenance responsibilities for streetlights, sidewalks, pavement, and stormwater improvements will be covered by the City and financed through the established Community Facilities District.

FISCAL IMPACT:

The fiscal impacts for maintenance of these improvements after the warranty period have been captured in the Community Facilities District, Dunes 2015-01.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
City of Marina

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina