



## REPORT TO COUNCIL City of Sacramento

915 I Street, Sacramento, CA 95814-2671  
www. CityofSacramento.org

CONSENT  
July 22, 2008

Honorable Mayor and  
Members of the City Council

**Title: Rescission of City Agreement No. 2006-735 (Subdivision Improvement Agreement)**

**Location/Council District:** Southeast corner Astoria Street and Mogan Avenue located in Council District 2 (Attachment 2, Page 5)

**Recommendation:** Adopt a **Resolution** authorizing the City Manager or designee to execute the Agreement to Rescind City Agreement No. 2006-735 (Subdivision Improvement Agreement).

**Contact:** Jerry Lovato, Senior Engineering Technician, (916) 808-7918

**Presenters:** None

**Department:** Transportation

**Division:** Engineering Services

**Organization No:** 3436

### Description/Analysis

**Issue:** The subdivider, Tri-West Builders, Inc., has requested that the City of Sacramento agree to rescind a Subdivision Improvement Agreement, City Agreement No. 2006-735. The Subdivision Improvement Agreement along with security was necessary to secure the construction of subdivision improvements as required by conditions of the tentative parcel map. The subject property was subsequently transferred to Kent Hayes and Anne Hayes. The new property owners merged the two parcels created by the subdivision back into the original parcel thereby making the offsite improvements provided for in the subdivision improvement agreement unnecessary.

A summary of the project's history is included in Attachment 1, Page 3.

**Policy Considerations:** None

**Committee/Commission Action:** None



**Environmental Considerations:**

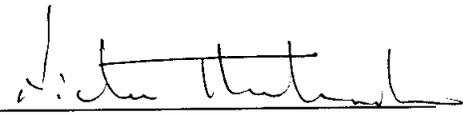
**California Environmental Quality Act (CEQA):** Under CEQA guidelines, this agreement to rescind does not constitute a "project" as defined by the CEQA [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

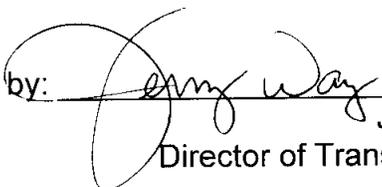
**Sustainability Considerations:** None

**Rationale for Recommendation:** Because the two parcels that were created by the subdivision have been merged into one parcel, the offsite improvements are no longer necessary.

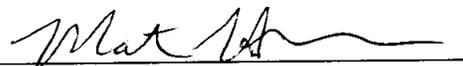
**Financial Considerations:** The subdivider is responsible for all fees required to process the rescission of said agreement. Therefore, there will be no cost to the City.

**Emerging Small Business Development (ESBD):** None

Respectfully Submitted by:   
Nicholas Theocharides  
Engineering Services Manager

Approved by:   
Jerry Way  
Director of Transportation

Recommendation Approved:

  
RAY KERRIDGE  
City Manager

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**ATTACHMENT 1**

**Background**

**The Rescission of City Agreement No. 2006-735**

The subdivider, Tri-West Builders, Inc., has requested that the City of Sacramento agree to rescind a Subdivision Improvement Agreement, City Agreement No. 2006-735. The Subdivision Improvement Agreement along with security was necessary to secure the construction of subdivision improvements as required by conditions of the tentative parcel map.

On March 31, 2004, the Development Services Department Zoning Administrator approved a tentative map to subdivide one parcel into two parcels located at the southeast corner of Astoria Street and Mogan Avenue (Planning file no. Z04-002). The tentative map conditions required the Subdivider to construct full street frontage improvements including curb, gutter and sidewalk fronting on subject property along Astoria Street and Mogan Avenue.

On July 11, 2006, the public improvement plans were approved by the City and a "Notice to Proceed" to construction was issued.

On June 1, 2006, the subdivider enter into an agreement with the City entitled "Subdivision Improvement Agreement" (City Agreement No. 2006-735) and deposited with the City bonds in the amount of \$40,500 as security for the construction of the required improvements.

On July 28, 2006, the parcel map entitled "Astoria" was recorded in the office of the County Recorder in book 194 of parcel maps, at page 7. The recording of the parcel map allowed the selling of the newly created parcels.

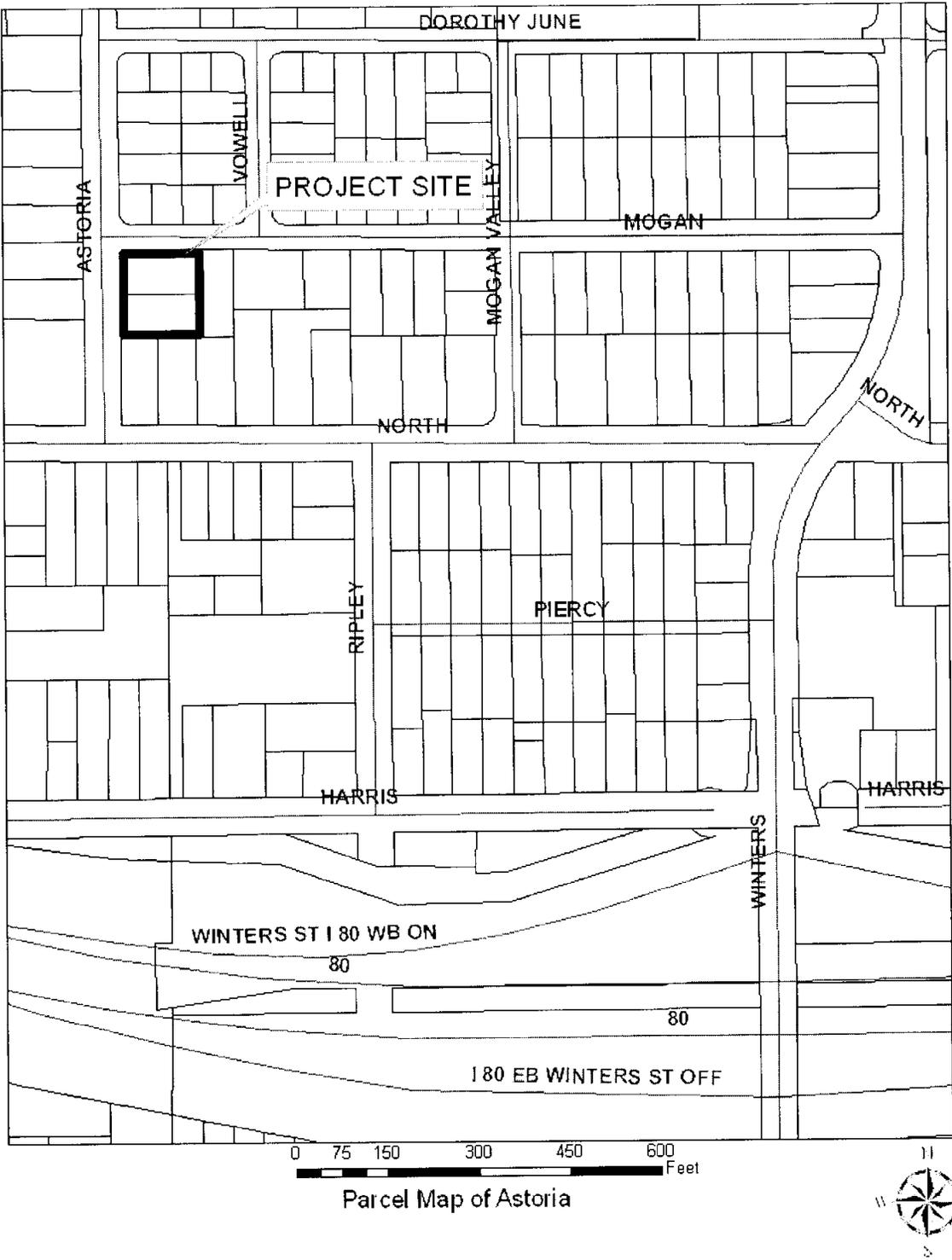
On July 20, 2007, Tri-West Builders, Inc., transferred the subject property to Kent Hayes and Anne Hayes in grant deed recorded in book 20070720, page 707, official records of Sacramento County.

On June 17, 2008, Kent Hayes and Ann Hayes recorded a "lot merger" with the County Recorder, book 20080617 page 1275, effectively merging the two parcels back to the original parcel. A copy of the recorded lot merger is included as attachment.

None of the street frontage improvements required by the subdivision improvement agreement were constructed nor have any building permits been issued to construct homes on either parcel prior to recording the lot merger.

**ATTACHMENT 2**

The Rescission of City Agreement No. 2006-735



**ATTACHMENT 3**

<p>Record for the Benefit of the City of Sacramento - Fee Exempt Pursuant to Government Code Section 6103.</p> <p>When Recorded, Mail to:</p> <p>Office of the City Clerk Historic City Hall 915 "I" Street, First Floor Sacramento CA 95814-2604</p>	 <p>Sacramento County Recording Craig A Kramer, Clerk/Recorder BOOK <b>20060714</b> PAGE <b>1815</b> Friday, JUL 14, 2006 4:30:16 PM Ttl Pd \$0.00 Nbr-0004404103 REB/51/1-17</p> <p>00007141815 00007141815</p>
<p><b>Subdivision Improvement Agreement</b> – Public Improvement Proceeding No. Z04-002 between the City of Sacramento and Tri-West Builders, Inc. re: Astoria Parcel Map</p>	

Title of Document

CITY CLERK'S COPY

City of Sacramento, California

Public Improvement Proceeding No. Z04-002

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, executed in duplicate, for purposes of identification dated 6/1/06 is made and entered into by and between the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "City", and Tri-West Builders, Inc., hereinafter referred to as "Subdivider".

RECITALS

A. Subdivider has presented to City a certain parcel map or final map of a proposed subdivision of land located within the corporate limits of City.

B. The proposed subdivision of land is commonly known and described as Astoria Parcel Map and bears the City Public Improvement Proceeding Number set forth above. Said subdivision is hereinafter referred to as "the subdivision".

C. The map of the subdivision was filed with the City Clerk for presentation to the City Manager's designee for his or her approval, which map is referred to and incorporated herein.

D. Subdivider has requested approval of the map prior to the construction and completion of improvements, including but not limited to streets, highways or public ways, public utility facilities which are part of provisions for lot grading and drainage appurtenant to the subdivision, that are required by the Subdivision Map Act, the Subdivision Regulations of City, the tentative map (and approvals given in connection therewith) and final grading plan, if any, heretofore approved by the City Planning Commission. Said improvements are hereinafter referred to as "the required improvements".

CITY AGREEMENT NO. 2006-0735

CITY CLERK'S COPY

CITY AGREEMENT NO. 2006-0735

E. The City Manager's designee, has approved the map of the subdivision and accepted all offers of dedication made in connection therewith (if applicable) on condition that Subdivider first enter into and execute this subdivision improvement agreement with City.

AGREEMENTS

The parties hereto agree as follows:

1. Performance of Work. Subdivider agrees to furnish, construct and install at his own expense all required improvements as shown on the plans and specifications of said subdivision, a copy of which is on file in the Office of the City Engineer and is incorporated herein by reference.

2. Work; Satisfaction of City Engineer. All of the work on the required improvements is to be done at the places, of the materials, and in the manner, and at the grades, all as shown upon the approved plans and specifications, and to the satisfaction of the City Engineer.

3. Work; Time for Commencement and Performance. City hereby fixes the time for the commencement of the work to be done on the 20 day of July, 2006, and for its completion to be within Three Hundred Sixty Five (365) calendar days thereafter. At least fifteen (15) calendar days prior to the commencement of work hereunder, Subdivider shall notify the City Engineer in writing of the date fixed by Subdivider for commencement thereof, so that the City Engineer shall be able to provide services of inspection.

4. Time of Essence; Extension. Time is of the essence of this Agreement, but the dates for commencement and completion of the work of construction may be extended as herein provided. The City Engineer may extend said dates for delays in said work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, and the City Engineer also may grant an extension of the date for completion of the work of construction of up to one (1) year for any reason.

Extension of said dates for any other cause shall be made only by the City Council. The City Engineer and City Council shall be the sole and final judge as to whether good cause has been shown to entitle Subdivider to an extension. Any extension granted pursuant to this paragraph shall not obligate City in any manner to grant other, further requests for extension.

5. Request for Extension; Granting. Any request for extension of any commencement and completion date shall be in writing, shall fully state the facts and grounds relied upon for said extension, and shall be delivered to City in the manner hereinafter specified for services of notices. Extension shall be granted in writing and any purported oral extension or purported oral agreement to make an extension shall not be valid for any purpose whatsoever.

6. Extension; No Release of Obligations. In the event it is deemed necessary by the City to extend the time of commencement or completion of the work to be done under this Agreement beyond the dates specified herein, such extension as shall be granted shall in no way release any guarantee given by Subdivider pursuant to this Agreement, or to relieve or release those providing improvement security pursuant to this Agreement. The sureties in executing the bonds shall be deemed to stipulate and agree that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on the bond, and to waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

7. Extension; Conditions. The granting of any extension may be conditioned upon Subdivider providing City with new or amended surety bonds in amounts increased to reflect increases in the costs of constructing the required improvements that have occurred prior to the granting of the extension or are likely to occur prior to the completion of the work.

8. Improvement Security. Concurrently with the execution hereof, Subdivider shall furnish City:

(a) Improvement security in the sum of \$27,000.00 Dollars (Twenty-Seven Thousand & No/100), which sum is equal to one-hundred percent (100%) of the estimated cost of constructing the required improvements and the cost of any other obligation to be performed by Subdivider hereunder, securing the faithful performance of this Agreement.

(b) Separate improvement security in the sum of \$13,500.00 Dollars (Thirteen Thousand Five Hundred & No/100), which sum is equal to fifty percent (50%) of the estimated cost of constructing the required improvements, securing payment to the contractor, his subcontractor and to persons furnishing labor, materials or equipment to them for the construction of the required improvements.

The form of the improvement security shall be subject to the approval of the City Attorney. Improvement security shall be reduced or released by City only in the manner provided by the Subdivision Regulations of City. No change, alteration or addition to the terms of this Agreement or the plans and specifications accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement.

9. Inspection Fees. The Engineering Services Fee which is paid by Subdivider to City includes a fee for construction inspection and no fee for that service is payable under the term of this Agreement, provided, however, that whenever reinspection or multiple inspections are necessary because of any delay set forth in paragraph four, an additional fee or fees may be payable at the sole discretion of City.

10. Hold Harmless Agreement. Subdivider hereby agrees to, and shall, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Subdivider's or Subdivider's contractors, subcontractors', or agents' or employees' operations under this Agreement, whether such operations be by Subdivider or by any of Subdivider's contractors, subcontractors, or by any one or more persons directly or indirectly employed by,

or acting as agent for, Subdivider or any of Subdivider's contractors or subcontractors. Subdivider agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

(a) That City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider, of any of the insurance policies described in paragraph 11 hereof.

(b) That the aforesaid hold harmless agreement by Subdivider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

11. Subdivider's Insurance. Subdivider shall not commence work under this Agreement or permit his contractor or subcontractor to commence work thereunder until Subdivider shall have obtained or cause to be obtained all insurance required under this paragraph and such insurance shall have been approved by the Risk Management Division, as to form, amount and carrier. Subdivider shall not allow any contractor or subcontractor to commence work on his contract or subcontract until all insurance required for the contractor or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the acceptance thereof by City. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

(a) Compensation Insurance. Subdivider shall obtain and maintain (or cause to be obtained and maintained) Worker's Compensation Insurance for all Subdivider's employees

employed at the site of improvement, and in case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under any Worker's Compensation law, Subdivider shall provide, and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Subdivider hereby indemnifies City for any damage resulting to it from failure of either Subdivider or any contractor or subcontractor to take out or maintain such insurance. Subdivider shall provide the Director of Finance with a certificate of insurance indicating Worker's Compensation coverage prior to engaging in any activity required by this Agreement.

(b) Public Liability and Property Damage Insurance. Subdivider, at his sole expense, shall obtain and maintain (or cause to be obtained and maintained) a liability insurance policy or policies, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that City, its officers, employees and agents, as named insured, liability coverage for bodily injury and damages, broad form property damage, errors and omissions, and broad form contractual liability, arising out of or in any way connected with the activities of Subdivider, and his contractors and subcontractors in constructing the required improvements under this Agreement. The policy or policies shall be in the amount of not less than \$1,000,000 single limit per occurrence for the term of this Agreement. By the terms of said insurance policy or policies such insurance shall be deemed primary insurance.

In the event that any of the aforesaid insurance policies provided for in this paragraph 11 insures any entity, persons, boards or commissions other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy City, its elective and appointive boards, commissions, officers, agents and employees, Subdivider and any contractor or

subcontractor performing work covered by this Agreement. If all of the required improvements are to be constructed by a special assessment district formed pursuant to the Improvement Act of 1911, the provisions of this paragraph 11 shall not apply to Subdivider.

12. Certificate of Insurance. Subdivider will have City's standard Certificate of Insurance completed and filed with the Risk Management Division within fifteen (15) days of the execution of this Agreement and prior to engaging in any work required by this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving to City thirty (30) days written notice prior to the effective date of such cancellation or change in coverage.

13. Title to Improvements. Title to, and ownership of, all public improvements constructed hereunder by Subdivider shall vest absolutely in City, upon completion and acceptance of such improvements by City.

14. Repair or Reconstruction of Defective Work. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Subdivider guarantees all work executed by him and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Agreement, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City. Subdivider shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City.

In the event that Subdivider shall fail to comply with the conditions of the foregoing guarantee within ten (10) days time, after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Subdivider shall pay to City on demand all costs

and expenses of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or materials covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Subdivider shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs, which may be required as determined in the sole discretion and judgment of City.

If City, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, Subdivider shall pay, in addition to actual costs and expenses of such repair or work, fifteen percent (15%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days of the date of billing for such work or repairs.

The foregoing guarantee shall not affect or limit in any way Subdivider's liability for latent defects that are not discovered during the one year guarantee period, nor shall it affect or limit in any way Subdivider's obligations and/or City's rights under the hold harmless clause set forth in Section 10, above.

15. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

16. Notice of Breach and Default. If Subdivider refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Subdivider should be adjudged a bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed, or if Subdivider, or any of Subdivider's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement,

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City Engineer may serve written notice upon Subdivider and Subdivider's surety of breach of this Agreement, or of any portion thereof, and default of Subdivider.

17. Breach of Agreement; Performance by Surety or City. In the event of any such notice of breach, Subdivider's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within fifteen (15) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within fifteen (15) days after notice to City of such election, 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 Subdivider, and Subdivider's surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, utilize in completing the work, such materials, appliances, plant and other property, belonging to Subdivider as may be on the site of the work and necessary therefore.

18. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail postage prepaid.

Notices required to be given to City shall be addressed as follows: City Engineer, 915 "I" Street, 3<sup>rd</sup> Floor, Sacramento, California 95814.

Notices required to be given to Subdivider shall be addressed as follows: Tri-West Builders, Inc., 4781 Pell Drive, Sacramento, CA.

Any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

19. Legal Description. The legal description of all lands within the proposed subdivision is attached hereto, marked Exhibit "A" and incorporated herein by reference.

20. Recordation of Agreement or Abstract of the Agreement. Subdivider agrees that the City may record a copy of the Agreement or an Abstract of said Agreement in the Official Records of Sacramento County.

21. Assignment. This Agreement will not be assigned without the written prior consent of City.

22. Street Trees. Pursuant to City Code Section 16.48.110(I), the Subdivider shall pay to the City for furnishing and installing street trees the sum of Three Hundred & No/100 Dollars (\$300.00). In consideration of such payment, the City agrees to furnish and install the street trees. However, the trees shall be planted at such time as to maximize their survival.

23. Park and Recreational Fee. Pursuant to City Code Section 16.64, the Subdivider shall pay to the City the sum of Three Thousand Seven Hundred and Fifty-Four & 80/100 Dollars (\$3,754.80), for the purpose of acquiring, improving or expanding public parks, playgrounds and recreational facilities.

24. Bridge Construction Fee (Pocket Area Only). Subdivider shall, before the approval of the final map and as a condition precedent to the recordation thereof, pay to the City the sum of Zero Dollars (\$0.00), for bridge district fees as required by the applicable provisions of Chapter 16.60 (Fee For Bridges On Major Thoroughfares) of the City Code and Resolution No. 77-549 adopted September 13, 1977.

25. Monumentation. The sum of One Hundred and Fifty & No/100 Dollars (\$150.00), has been included in the Performance Bond, which sum is the estimated cost of setting the monuments required by the City Code Chapter 16.44. In the event that the required monuments are not set prior to the issuance of a Notice of Completion by the City, a corporate surety bond or a letter of credit in the amount of \$150.00 shall be furnished to the City for the release of the Performance Bond.

26. Covenants Run with Subdivider's Land. The parties agree that all of Subdivider's agreements and obligations contained herein are covenants which run with the lands within the subdivision, in accordance with Section 1468 of the Civil Code, and the burden thereof shall be binding upon Subdivider's constituents, successors and assigns.

27. Subdivider's Representations Regarding Ownership. Subdivider certifies that it owns full legal title to all lands within the subdivision. Each individual executing this Agreement on behalf of a corporation or partnership represents and warrants to city that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

28. Joint and Several Liability. In the event that Subdivider consists of more than one party, each person, entity or other party described as the "Subdivider" in the first paragraph of this Agreement and/or executing this Agreement for Subdivider, shall be jointly and severally liable for each and every obligation and requirement imposed on Subdivider herein.

29. Attorney's Fee. If the services of any attorney are required by either party to secure the performance of this Agreement, or otherwise upon the breach or the default of either party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and other expenses, in addition to any other relief to which such party may be entitled.

30. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of the Agreement.

31. Additional Terms and Conditions. This Agreement is subject to the following additional terms and conditions: N/A

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement on the dates set forth below their respective signatures.

CITY OF SACRAMENTO,  
a Municipal Corporation

\*SUBDIVIDER:  
Tri-West Builders, Inc.  
2121 Natomas Cross Drive, Ste, 200 PMB #390  
Sacramento, CA 95834

By: *Ronald Fong*  
Print Name: RONALD FONG  
Title: SENIOR ENGINEER  
For Ray Keridge, City Manager  
Dated: 6-28-06

By: *Oleg N. Svanyuta*  
(Signature) OLEG N. SVANYUTA  
Print Name: Oleg N. Svanyuta  
Title: President  
Date Signed: 6/23/06

ATTEST:

By: *Oleg N. Svanyuta*  
(Signature) OLEG N. SVANYUTA  
Print Name: Oleg N. Svanyuta  
Title: Secretary & Treasurer  
Date Signed: 6/23/06

By: *Muriel Medina*  
(City Clerk)  
Dated: 7-11-06

ORIGINAL APPROVED AS TO FORM:

\* "Subdivider" is owner of property subject to this unless otherwise noted.

By: *Paul A. Hale*  
(City Attorney)  
Dated: 6-26-06

\* Attach All-Purpose Acknowledgement Notary Certification(s) for Owner's Signature(s)

\* If the Owner is a corporation, the following two signatures are required:

- (1) The first signature by either the Chairman of the Board, the President or any Vice President of the corporation; and
- (2) The second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of Sacramento } ss.

On June 23rd, 2006 before me, Manmir Kaur, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Oleg N. Svanuyta  
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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Manmir Kaur  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

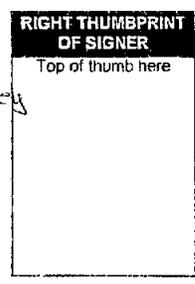
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed By Signer

- Signer(s) Name: Oleg Svanuyta
- Individual
  - Corporate Officer - Title(s): President, Secretary, Treasurer
  - Partner -  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

CITY 2006-0735  
AGREEMENT NO. \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Sacramento } ss.

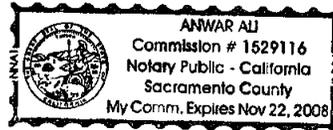
On June 29 2006, before me Anwar Ali, a Notary Public  
personally appeared Ronald Fong

- personally known to me
- 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 executed the same in his author-  
ized capacity, and that by his signature on the instrument the person,  
or the entity upon behalf of which the person acted, executed the  
instrument.

WITNESS my hand and official seal.

Signature of Notary Public



Notary Seal

Optional

Though the information below is not required by law, it may prove valuable to persons  
relying on the document and could prevent fraudulent removal and reattachment of this  
form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement - Z04-002

Document Date: 6/01/06 Number of Pages: 12

Signer(s) Other Than Named Above: Oleg N. Svanguta  
Paul Gale

CITY  
AGREEMENT NO. 2006-0735

Exhibit A

All that certain real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of the Southeast one-quarter of Southwest one-quarter of Section 25, as shown on the Map entitled, "Map of Survey and Subdivision of Rancho Del Paso", recorded March 4, 1911, in Book A of Surveys, Page 94, described as Follows:

Beginning at a point on the West line of the Southeast one-quarter of the Southwest one-quarter of said Section 25, from which point, the Southwest corner of the Southeast one-quarter of the Southwest one-quarter of said Section 25 bears South  $1^{\circ}46' \frac{1}{2}''$  East a distance of 180 feet; thence parallel with the South line of Said Section 25, North  $89^{\circ}02' \frac{1}{2}''$  East 160 feet; thence parallel with the West line of the Southeast one-quarter of the Southwest one-quarter of said Section 25, North  $1^{\circ}46' \frac{1}{2}''$  West 160 feet; thence parallel to the South line of said Section 25, South  $89^{\circ}02' \frac{1}{2}''$  West 160 feet to a point of the West line of the Southeast one-quarter of the Southwest one-quarter of said Section 25; thence along the West line of the Southeast one-quarter of the Southwest one-quarter of said Section 25,  $1^{\circ}46' \frac{1}{2}''$  East 160 feet to the point of beginning.

CITY  
AGREEMENT NO. 2006-0735

ATTACHMENT 4

Book 20080617

P61275

ORIGINAL  
Accepted for Recording  
COPY-NOT CERTIFIED

WHEN RECORDED RETURN TO:  
CITY OF SACRAMENTO  
ATTN: JERRY LOVATO

JUN 17 2008

Development Services  
300 Richards Boulevard, 3rd Floor  
Sacramento, CA 95811

Sacramento County  
Clerk-Recorder

COC08-0018

**CERTIFICATE OF COMPLIANCE FOR LOT MERGER**

THIS IS TO CERTIFY THAT THE LOT MERGER OF THE HEREINAFTER DESCRIBED REAL PROPERTY COMPLIES WITH ALL APPLICABLE REQUIREMENTS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND ALL APPLICABLE REQUIREMENTS OF TITLE 16 (SUBDIVISION REGULATION) OF THE SACRAMENTO CITY CODE.

THE REAL PROPERTIES TO WHICH THIS CERTIFICATE APPLIES IS LOCATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: **SEE EXHIBITS A & B**

ASSESSOR'S PARCEL #	OWNER
238-0201085-0000	KENT HAYES AND ANNE HAYES, HUSBAND AND WIFE AS JOINT TENANTS
238-0201-086-0000	KENT HAYES AND ANNE HAYES, HUSBAND AND WIFE AS JOINT TENANTS

CITY MANAGER'S DESIGNEE

BY: Roy J. Heavenston DATE: 6-13-08  
ROY J. HEAVENSTON  
SUPERVISING SURVEYOR  
L.S. 7356 EXP. 12-31-09  
CITY OF SACRAMENTO

STATE OF CALIFORNIA )  
COUNTY OF SACRAMENTO ) ss.

ON JUNE 13, 2008 BEFORE ME, ANWAR ALI, a notary Public, PERSONALLY APPEARED ROY J. HEAVENSTON, 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 EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS 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 STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE

*Anwar Ali*

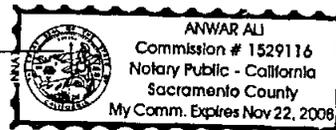


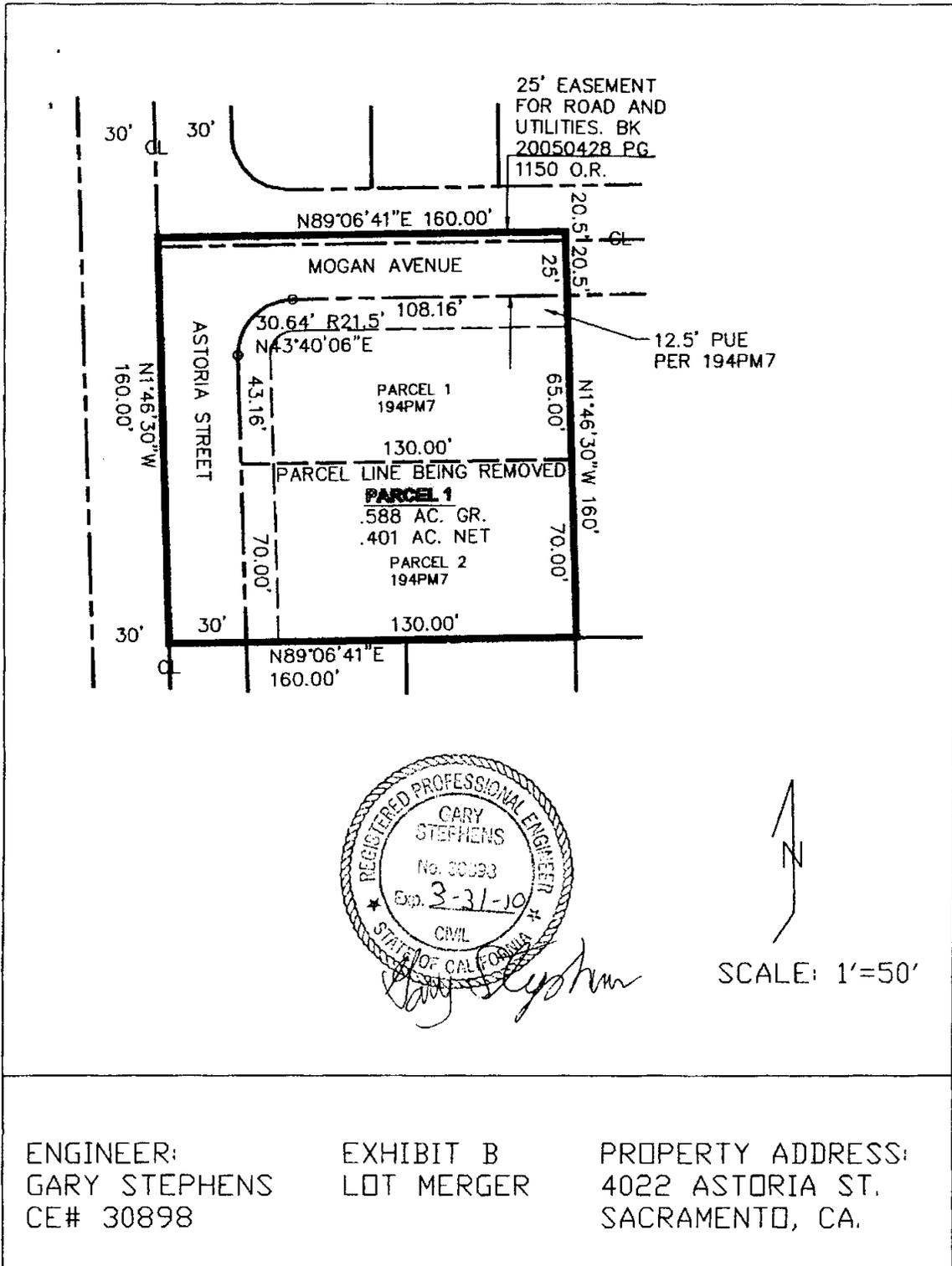
EXHIBIT A

PARCEL 1

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

PARCEL 1 AND PARCEL 2 AS SHOWN IN, BOOK 194, PARCEL MAP, PAGE 7 RECORDED IN SACRAMENTO COUNTY RECORDERS OFFICE.

3-31-10  
*Gary Stephens*



**ATTACHMENT 5**

**RESOLUTION NO.**

Adopted by the Sacramento City Council

**RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO RESCIND CITY AGREEMENT NO.2006-735 (SUBDIVISION IMPROVEMENT AGREEMENT) LOCATED IN COUNCIL DISTRICT 2**

**BACKGROUND**

- A. The Subdivider, Tri-West Builders, Inc., has requested that the City of Sacramento agree to rescind a Subdivision Improvement Agreement, City Agreement No. 2006-735. The Subdivision Improvement Agreement along with security was necessary, to secure the cost of constructing of subdivision improvements. The subject property was subsequently sold to Kent Hayes and Anne Hayes. The new owners have merged the two parcels back to the original parcel and the offsite improvements are no longer necessary.
- B. City staff has reviewed the request to rescind the subdivision improvement agreement and has determined that no significant negative impact will result if the improvements are not constructed.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager or designee is authorized to execute the Agreement to Rescind City Agreement 2006-0735, a copy of which is attached to the staff report.

