

PARCEL MAP IMPROVEMENT AGREEMENT
BETWEEN COUNTY AND OWNER

THIS AGREEMENT, made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (“County”); and **GRANADE FAMILY SURVIVORS TRUST**, a Family Trust, duly qualified to conduct business in the State of California, whose principal place of business is 7501 Brandon Road, Shingle Springs, California, 95682 and **BARSOTTI FAMILY LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 2239 Hidden Valley Lane, Placerville, California, 95709 (“Owners”); and **DG GRANADE, INC.**, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4420 Business Drive, Shingle Springs, California, 95682 (“Subdivider”). This Agreement concerns that certain Tentative Parcel Map P19-0016/Granade_Barsotti (“Subdivision”) that the County’s Zoning Administrator conditionally approved on the 21st day of October, 2020.

RECITALS

Owners are vested with fee title to Subdivision; a tract of land located in the County of El Dorado, State of California, and described as **Business and Product Drive Improvements, P19-0016**. Owners desire to construct on said property certain public improvements described in this Agreement in connection with the Subdivision.

Section 1, Volume II of County’s Design and Improvement Standards Manual (“Manual”) defines the term “subdivisions” to include Minor Land Divisions, commonly referred to as parcel maps. Owners are required under the Conditions of Approval of #P19-0016 to construct certain public improvements. Owners are required to enter into this Parcel Map Improvement Agreement and to furnish sufficient security to guarantee construction of those certain public improvements before the County will approve the Final Map. (Subsection F, Sec. 2, Vol. II, the Manual [Res. No. 58-94].)

In consideration for the complete construction and dedication of all the public improvements specified in this Agreement, the approval and acceptance by County’s Zoning Administrator of the Conditions of Approval, and the Final Map to be filed and recorded, the parties agree as follows:

AGREEMENT

OWNERS AND SUBDIVIDER WILL:

1. Make or cause to be made all those public improvements in the Subdivision as required under the Conditions of Approval of #P19-0016 and shown or described in the improvement plans, specifications, and cost estimates entitled Offsite Improvement Plans for Barsotti Juice Company Warehouse Business and Product Drive (“the Plans”) and the Preliminary Quantities and Estimates (“Preliminary Quantities and Estimates”). The County Engineer, Department of Transportation, approved the Plans on May 27, 2021. The County’s Department of Transportation approved the Preliminary Quantities and Estimates on May 19, 2021. The Preliminary Quantities and Estimates are attached as Exhibit A to this Agreement, and is incorporated herein and made by reference a

part hereof. The Exhibit describes quantities, units and costs associated with the improvements to be made.

2. Before commencing construction, obtain all necessary environmental clearances, acquire any necessary right-of-way, and obtain any necessary permits from any outside agencies.

3. Complete the Subdivision improvements contemplated under this Agreement within two (2) years from the date that the Parcel Final Map is filed with the El Dorado County Board of Supervisors.

4. Install or cause to be installed, modify or cause to be modified, any and all erosion and sediment control features, whether temporary or permanent, deemed necessary by the County Engineer to ensure compliance with the Clean Water Act, the Statewide General Permit, and County's Grading, Erosion, and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.

5. Post security acceptable to County as provided in Section 120.16.050 of the El Dorado County Ordinance Code ("Code"). In the event that the Sureties issuing the posted securities are subsequently downgraded to a rating unacceptable to County in its sole discretion, Owners and Subdivider shall, upon twenty (20) days written notice by County, post replacement securities that are acceptable to County.

6. Provide for and pay the costs of related civil engineering services, including the costs of inspection and utility relocation when required, and attorneys' fees, costs, and expenses of legal services.

7. Provide deposit for and pay to County all costs of construction oversight, inspection, administration, and acceptance of the work by County in accordance with the County Engineer Fee Schedule adopted by Resolution of the Board of Supervisors of El Dorado County.

8. Have as-built plans prepared by a civil engineer acceptable to Department of Transportation and filed with the Department of Transportation Director as provided in Section 120.16.060 of the Code.

9. Repair at Owners' and Subdivider's sole cost and expense, any defects, in workmanship or materials, which appear in the work within one (1) year following acceptance of the work by County.

10. To the fullest extent allowed by law, Owners and Subdivider shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any other economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owners' and Subdivider's work, design, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Owners, Subdivider, any contractor(s), subcontractor(s), and employee(s) of any of these, except for the sole, or active negligence of

County, its officers, agents, employees, and representatives, or as expressly provided by statute. This duty of Owners and Subdivider to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This duty to indemnify is separate and apart from any insurance requirements and shall not be limited thereto.

11. Provide continuous, sufficient access to County, Owners' and Subdivider's successors and assigns, including but not limited to its Surety and Surety's agents, to the Subdivision to enable the public improvements to be constructed and completed. Access shall be continuous until completion of said public improvements, and release by County of the security underlying this Agreement.

12. Agree that said agreement to provide continuous, sufficient access is irrevocable and shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of Owners and Subdivider.

COUNTY WILL:

13. Upon execution of this Agreement and receipt of good and sufficient security as required by Section 120.16.050 of the Code, and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.

14. Upon receipt of a Certificate from County Engineer stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally the work so completed and the estimated total cost of completing the remainder of the public improvements agreed upon to be performed herein, accept new security as provided in Section 120.16.040 of the Code.

15. Release the security posted in accordance with Sections 120.16.040 and 120.16.052 of the Code.

16. Require Owners and Subdivider to make such alterations, deviations, additions to, or deletions from, the improvements shown and described on the Plans and Preliminary Quantities and Estimates as the County Engineer deems necessary or advisable for the proper completion or construction of the whole work contemplated.

17. Require Owners and Subdivider to maintain, and to make such alterations, deviations, additions to, or deletions from, the project erosion control features shown and described on the Plans and Preliminary Quantities and Estimates and the Storm Water Pollution Prevention Plan (SWPPP) as the County Engineer deems necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements, and County's Grading, Erosion, and Sediment Control Ordinances.

18. Retain a portion of the security posted in the amount of ten percent (10%) of the estimated cost of all of the improvements for one (1) year following acceptance of the work by County to secure the repair of any hidden defects in workmanship or materials which may appear.

19. Require Owners and Subdivider to pay County for costs, expenses, and reasonable attorneys' fees to be paid by Owners and Subdivider should County be required to commence an action to enforce the provisions of this Agreement, to enforce the security obligations provided herein, and all attorneys' fees, costs, and expenses of litigation incurred by County even if Owners and/or Subdivider subsequently proceed to complete the work.

ADDITIONAL PROVISIONS:

20. The estimated cost of installing all of the improvements is **FOUR HUNDRED SEVENTY THREE THOUSAND THREE HUNDRED SIX DOLLARS AND SIXTEEN CENTS (\$473,306.16).**

21. Owners and Subdivider shall conform to and abide by all Federal, State, and local building, labor and safety laws, ordinances, rules, and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including, but not limited to, the improvement plans and specifications and cost estimates, is to be construed to permit work not conforming to these codes.

22. The County's Inspection of the work or materials or statements by any officer, agent, or employee of County indicating that the work or any part thereof complies with the requirements of this Agreement, or the County's acceptance of the whole or any part of said work or materials, or payments for said work or materials, or any combination or all of these acts, shall not relieve Owners and Subdivider of its obligation to fulfill this Agreement as prescribed. Nor shall any of the acts described in the previous sentence stop County from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.

23. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

24. Neither this Agreement, nor any part thereof may be assigned by Owners or Subdivider without the express written approval of County.

25. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attn.: Natalie Porter, P.E., T.E.
Supervising Sr. Civil Engineer
Transportation Planning & Land Development

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attn.: Adam Bane, P.E.
Senior Civil Engineer

or to such other location as County directs.

Notices to Owners shall be addressed as follows:

Granade Family Survivors Trust
7501 Brandon Road
Shingle Springs, California 95682

Barsotti Family LLC
2239 Hidden Valley Lane
Placerville, California 95709

or to such other location as Owners direct.

Notices to Subdivider shall be addressed as follows:

DG Granade, Inc.
4420 Business Drive
Shingle Springs, California 95682
Attn.: Douglas G. Granade
President

or to such other location as Subdivider directs.

26. The County officer or employee with responsibility for administering this Agreement is Natalie Porter, P.E., T.E., Supervising Sr. Civil Engineer, Transportation Planning & Land Development, Department of Transportation, or successor.

27. Any action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

28. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Natalie Porter, P.E., T.E.
Supervising Civil Engineer
Transportation Planning & Land Development
Department of Transportation

Requesting Department Concurrence:

By: _____ Dated: _____
Rafael Martinez, Director
Department of Transportation

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

By: _____ Dated: _____

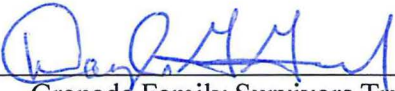
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

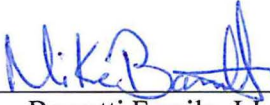
OWNERS

**-- GRANADE FAMILY SURVIVORS TRUST --
-- a California Family Trust --**

By: 
Granade Family Survivors Trust
Douglas G. Granade
"Trustee"

Dated: 7/27/2021

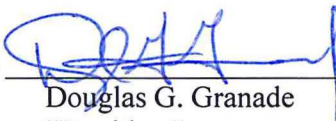
**-- BARSOTTI FAMILY, LLC --
-- a California limited liability company --**

By: 
Barsotti Family, LLC
Mike Barsotti
"President"

Dated: 7/27/2021

SUBDIVIDER

**-- DG GRANADE, INC. --
-- a California Corporation --**

By: 
Douglas G. Granade
"President"

Dated: 7/27/2021

Notary Acknowledgment Attached

OWNER

ACKNOWLEDGMENT

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

State of California
County of El Dorado

On July 27, 2021 before me, Cecilia Hernandez Notary Public
(here insert name and title of the officer)

personally appeared Douglas G. Granada

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 [Handwritten Signature]

(Seal)

OWNER

ACKNOWLEDGMENT

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

State of California
County of El Dorado

On July 27, 2021 before me, Cecilia Hernandez, Mike Barso Notary Public,
(here insert name and title of the officer)

personally appeared Mike Barsotti,

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)

SUBDIVIDER

ACKNOWLEDGMENT

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

State of California
County of El Dorado

On July 27, 2021 before me, Cecilia Hernandez Notary Public,
(here insert name and title of the officer)

personally appeared Douglas G Granade,

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)

Exhibit A

PRELIMINARY QUANTITIES AND ESTIMATES

WARREN CONSULTING ENGINEERS, INC.
 1117 WINDFIELD WAY, SUITE 110
 EL DORADO HILLS, CALIFORNIA 95762
 (916) 985-1870
 DATE: May 14, 2021

PROJECT: Business and Product Dr Ips (AH20-003)
 Parcel Map Improvement Agreement
 PROJECT: NO: 20-153
 FILE NO: 20-153 E01
 USED BY: AT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EST.COST
SITE PREPERATION					
1	CLEAR AND GRUB	1	AC	\$ 1,850.00	\$ 1,702.00
2	SCARIFICATION	40,000	SF	\$ 0.50	\$ 20,000.00
3	CUT/FILL	550	CY	\$ 11.50	\$ 6,325.00
4	EROSION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
Subtotal					\$ 33,027.00
DRAINAGE					
1	12" STORM DRAIN	78	LF	\$ 80.00	\$ 6,240.00
2	12" OUTFALL STRUCTURE	2	EA	\$ 1,040.00	\$ 2,080.00
Subtotal					\$ 8,320.00
IMPROVEMENTS					
1	SAWCUT AND REMOVE AC PAVING	32	SY	\$ 5.60	\$ 179.20
2	REMOVE CONCRETE CURB AND GUTTER	83	LF	\$ 4.00	\$ 332.00
3	3" AC	16,375	SF	\$ 2.40	\$ 39,300.00
4	12" AB	16,375	SF	\$ 3.00	\$ 49,125.00
5	VERTICAL CURB AND GUTTER	550	SF	\$ 23.00	\$ 12,650.00
6	31' DRIVEWAY	1	EA	\$ 6,089.00	\$ 6,089.00
7	35' DRIVEWAY	1	EA	\$ 6,875.00	\$ 6,875.00
Subtotal					\$ 114,550.20
WATER					
1	Connect to existing Water Main	1	EA	\$ 1,500.00	\$ 1,500.00
2	8" C900 DR 18 water pipe	569	LF	\$ 61.00	\$ 34,709.00
3	10" C900 DR 18 water pipe	535	LF	\$ 126.00	\$ 67,410.00
4	10" C900 DR 14 water pipe	20	LF	\$ 126.00	\$ 2,520.00
5	8" Gate valve	4	EA	\$ 2,187.00	\$ 8,748.00
6	10" Gate valve	2	EA	\$ 2,776.00	\$ 5,552.00
7	2" Water Service	1	EA	\$ 4,654.00	\$ 4,654.00
7	2" Blow off Assembly	2	EA	\$ 2,189.00	\$ 4,378.00
8	4" Blow-off Assembly	2	EA	\$ 4,125.00	\$ 8,250.00
9	2" Air Release Assembly	1	EA	\$ 6,097.00	\$ 6,097.00
Subtotal					\$ 143,818.00



Business and Product Drive Improvements
 Parcel Map Improvement Agreement
 AH20-0003-P19-0016/Granade/Barsotti Lot Split

AGMT 21-54984
 Exhibit A

SANITARY SEWER

1	6" PVC SDR26 sanitary sewer pipe	508	LF	\$	87.00	\$	44,196.00
2	6" sewer cleanout	1	EA	\$	620.00	\$	620.00
3	48" Sewer manhole	1	EA	\$	11,721.00	\$	11,721.00
4	Connect to existing sewer	1	EA	\$	1,500.00	\$	1,500.00
Subtotal							\$ 58,037.00

Mobilization


1	Mobilization (5% of total)	1	LS	5%		\$	17,887.61
Subtotal							\$ 17,887.61

TOTAL \$ 375,639.81

Construction Services & Contingency

1	Bond Encorcement Costs	1	LS	2%		\$	7,512.80
2	Construction Staking	1	LS	4%		\$	15,025.59
3	Construciton Management & Inspection	1	LS	10%		\$	37,563.98
4	Contingency	1	LS	10%		\$	37,563.98
Subtotal							\$ 97,666.35

TOTAL BOND COSTS \$ 473,306.16


EDC-DOT: No Exceptions Taken

5-19-21
Date


EID: No Exceptions Taken

5/19/21
Date