

INTEROFFICE MEMORANDUM

CITY OF SANTA CLARA

984

DATE: March 25, 1976

TO: 3/30/76 City Manager

FROM: Director of Public Works/City Engineer

SUBJECT: Tract No. 5766 (Laurel Park East): Approval of Property Development Agreement and Final Map
Developer: Ditz Crane

This 20.4 (net) acre subdivision, comprising 106 R1-8L Lots, is located at the southwest corner of Pruneridge Avenue and San Tomas Expressway. On December 30, 1975, the City Council approved the Tentative Map for this Tract. The Final Map has been reviewed by staff and is in conformance with the conditions of approval of the Tentative Map.

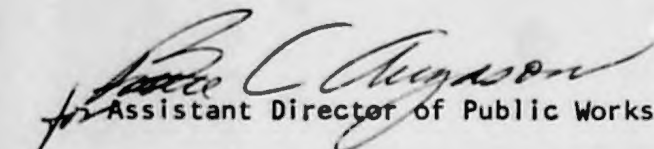
A Property Development Agreement has been prepared by staff and executed by the developer, Ditz Crane. All fees have been paid and all bonds posted in accordance with said Agreement.

Special Provisions have been incorporated in the Agreement per the aforesaid conditions of approval and include the following:

1. Developer shall construct a masonry noise abatement wall along the Pruneridge Avenue and San Tomas Expressway frontage. Maintenance of said wall shall be the responsibility of property owner.
2. All electric facilities shall be underground.
3. Design of the storm drain system must provide adequate protection from a storm of 10-year occurrence.

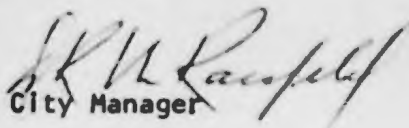
All other items of said Agreement are usual to this type of development. A copy of the Property Development Agreement and the Final Map will be placed in the Council offices for review prior to Council Meeting.

It is, therefore, recommended that the City Council approve the above described Property Development Agreement and Final Map and authorize the execution thereof.


Assistant Director of Public Works


Director of Public Works/City Engineer

Approved:


City Manager

RECEIPT

No. 9733

CITY OF SANTA CLARA
COLLECTOR'S OFFICE

RECEIVED FROM		DATE	
<i>Utility - General</i>		<i>3/26/76</i>	
ADDRESS			
<i>2295 W. La Cruz S.C.</i>			
Two hundred thirty thousand one hundred dollars			
AMOUNT RECEIVED	CASH	CHECK	N.O.
<i>213,187.03</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EXPLANATION		COLLECTOR'S OFFICE	
<i>Back in line of bond</i>		<i>Eighty seven & 03/100</i>	
<i>Development Fee</i>			
<i>tract # 5766</i>			

CUSTOMER'S COPY

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PROPERTY DEVELOPMENT AGREEMENT

AGREEMENT FOR EXTENSIONS OF ELECTRIC AND WATER DISTRIBUTION
SYSTEMS; IMPROVEMENT OF STREETS; INSTALLATION OF SEWERS,
STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES

THIS AGREEMENT made and entered into this 30th day of March, 19 76,
by and between the City of Santa Clara, a municipal corporation, herein called "City" and
DITZ CRANE, 2295 De La Cruz Boulevard, Santa Clara, California,
a real property owner or developer, herein called "Developer",

W I T N E S S E T H :

WHEREAS, a final map of subdivision, record of survey, or building permit (Site
Clearance) application has now been submitted to the City for approval and acceptance,
covering certain real estate known as and called:

TRACT NO. 5766 (LAUREL PARK EAST); and

WHEREAS, the Developer requires certain utilities and public works facilities in
order to service the property 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 utilities and public service facilities after acceptance by City, and for pro-
viding the necessary connecting system, general plant and appurtenances, and the City
is agreeing to discharge those responsibilities;

NOW, THEREFORE, in consideration of the promises and in order to carry out the
Intent and purpose of said Codes, Ordinances, Resolutions and Regulations, it is agreed
by and between the parties as follows:

SECTION 1

That all codes, ordinances, resolutions, rules and regulations and established
policies of the City and the laws of the State of California concerning the subject mat-
ter and this agreement are hereby referred to and incorporated herein to the same effect
as if they were set out at length herein. Said codes, ordinances and regulations include,
but are not limited to, the following: The Code of the City of Santa Clara (including
but not limited to Chapters 5, 16, 21A and 26 thereof, pertaining to adopting uniform
building code, local improvement procedures, property developments, and subdivision rules
and regulations, respectively); Ordinance No. 1204 (Zoning Ordinance); rules and regula-
tions. That all work is to be accomplished in accordance with City approved specifications

for public works and improvements, including but not limited to Paragraphs P & Q of Section 4 of the General Provisions therefor. Included in the above are all of above referenced Codes, Ordinances, Resolutions, Regulations and Substitutions therefor, as amended to the time of execution of this Agreement.

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 said Codes, Ordinances and other Regulations.
- b. To grant to the City without charge, free and clear of encumbrances, any and all easements and rights of way in and to his said property necessary for the City in order that its water, electricity, and/or sewer lines in or to said real property may be extended.
- c. To indemnify and hold the City harmless and free from all damage and liability done to any utility, public facility or other material or installation of the City on said real estate which the Developer or any contractor or subcontractor of the Developer, or any employee thereof, shall do in grading or working upon said real estate.
- d. To construct and improve all public works facilities and other improvements as set out herein, according to the standards heretofore established, and according to the grades, plans and specifications thereof, all as approved by the Director of Public Works/City Engineer; and shall furnish upon execution of this agreement and maintain for the term thereof, two (2) good and sufficient bonds, each of which shall be executed in the face amount of no less than \$ 415,000.00, one of which bonds shall guarantee faithful performance of this agreement and the other said bond shall secure payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the improvement hereunder, and as provided for in Chapter 5 of the Subdivision Map Act commencing with Section 66499 of the Government Code of the State of California, the Codes, Ordinances, Resolutions and Regulations of the City, and this Agreement.
- e. That upon approval of the final map of the subdivision, the record of survey or the building permit covering the real estate to be improved and before any work is done therein, the Developer shall pay to the City all sums, except costs to be borne by the City, shown in Section 7 hereof to be due under the terms and provisions of this Agreement.
- f. To pay the cost of repairs of damages to any City utility line or facility within or adjacent to the property developed under this Agreement which has become damaged during the construction of the improvements herein until said improvements are accepted by the City.
- g. The repair and correction of any defects or deficiencies due to workmanship or materials which are discovered within one year from date of acceptance by the City shall be the responsibility of the property developer. Cash or an approved surety bond in the amount of Five Thousand (\$5,000) Dollars or Ten (10%) percent of the estimated cost of the improvements, whichever is less, shall be deposited with the City for the purposes of guaranteeing that such repairs and corrections will be made upon notification of such deficiencies being made to the developer.

SECTION 3

That all sums shown herein to be payable by the Developer to the City are due and payable to the City upon the execution of this Agreement.

SECTION 4

That all of the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed within one year from and after the date and

year first above written, unless the time is expressly extended in the Special Provisions referred to hereinbelow.

SECTION 5

That the special provisions concerning the particular real estate referred to above, being attached hereto, are hereby incorporated herein and expressly made a part of this agreement.

SECTION 6

The faithful and prompt performance by the Developer of each and every term and condition contained herein is made an express condition precedent to the duty of the City to perform any act in connection with this transaction, and the failure, neglect or refusal of the Developer to so perform, or to pay any moneys due hereunder when due shall release the City from any and all obligations hereunder and the City, at its election, may enforce the performance of any provision herein, or any right accruing to the City or may pursue any remedy whatsoever it may have under the laws of the State of California or the Codes, Ordinances, Resolutions or Regulations of the City, in the event of any such default by Developer.

SECTION 7

That the following are the estimated amounts of costs to be borne by the respective parties hereto, and it is further understood and agreed that said amounts are estimates only and are subject to final determination upon completion of the work:

FACILITY	DEVELOPMENT COSTS	CITY'S COSTS
a. Easements & Rights of Way "On Site" See City Code Sec. 21A-10, Table 11(a) <u>SEE SPECIAL PROVISION NO. 1</u>	\$ <u>100%</u>	\$ <u>-0-</u>
b. Easements & Rights of Way "Off Site" See City Code Sec. 21A-11, Table 11(b) <u>NONE REQUIRED</u>	\$ <u>-0-</u>	\$ <u>-0-</u>
c. Street Paving See City Code Sec. 21A-12, Table 11(c) <u>SEE SPECIAL PROVISIONS NO. 1 & 2</u>	\$ <u>100%</u>	\$ <u>-0-</u>
d. Street Curbing See City Code Sec. 21A-12, Table 11(d) <u>SEE SPECIAL PROVISIONS NO. 1 & 2</u>	\$ <u>100%</u>	\$ <u>-0-</u>
e. Sidewalks See City Code Sec. 21A-12, Table 11(e) <u>SEE SPECIAL PROVISION NO. 2</u>	\$ <u>100%</u>	\$ <u>-0-</u>

<u>FACILITY</u>	<u>DEVELOPMENT COSTS</u>	<u>CITY'S COSTS</u>
f. Street Name Signs See City Code Sec. 21A-12, Table 11(f) <u>SEE SPECIAL PROVISIONS NO. 1 & 2</u>	\$ <u>100%</u>	\$ <u>-0-</u>
g. Street Tree Planting See City Code Sec. 21A-12, Table 11(g) <u>SEE SPECIAL PROVISION NO. 3</u>	\$ <u>2,250.00</u>	\$ <u>Labor & Materials</u>
h. Street Lighting See City Code Sec. 21A-20, Table 11(h) <u>SEE SPECIAL PROVISION NO. 4</u>	\$ <u>7,137.55</u>	\$ <u>Part Labor & Materials</u>
i. Electric Utility Improvements See City Code Sec. 21A-20, Table 11(i) <u>SEE SPECIAL PROVISION NO. 4</u>	\$ <u>26,500.00</u>	\$ <u>Part Labor & Materials</u>
j. Water Utility Improvements See City Code Sec. 21A-20, Table 11(j) <u>SEE SPECIAL PROVISION NO. 2</u>	\$ <u>61,592.80</u>	\$ <u>Labor & Materials</u>
k. Sanitary Sewer "On Site" See City Code Sec. 21A-21, Table 11(k) <u>SEE SPECIAL PROVISIONS NO. 5 & 6</u>	\$ <u>24,380.00</u>	\$ <u>-0-</u>
l. Sanitary Sewer "Outlet Charge" See City Code Sec. 21A-21, Table 11(l) <u>SEE SPECIAL PROVISION NO. 6</u>	\$ <u>40,810.00</u>	\$ <u>34,522.40</u>
m. Storm Drains "On Site" See City Code Sec. 21A-21, Table 11(m) <u>SEE SPECIAL PROVISIONS NO. 5 & 6</u>	\$ <u>100%</u>	\$ <u>-0-</u>
n. Storm Drains "Outlet Charge" See City Code Sec. 21A-21, Table 11(n) <u>SEE SPECIAL PROVISION NO. 6</u>	\$ <u>35,891.68</u>	\$ <u>26,362.20</u>
o. City Engineering & Inspection See City Code Sec. 21A-6 <u>SEE SPECIAL PROVISION NO. 7</u>	\$ <u>14,625.00</u>	\$ <u>Engineering & Inspection Services</u>
DUE CITY BY DEVELOPER:	\$ <u>213,187.03</u>	
DUE DEVELOPER BY CITY:		\$ <u>60,884.60</u>

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA SS.

On this 25th day of March, 1976, before me,
Katie Cease, a Notary Public in and for the
said County and State, residing therein, duly commissioned and sworn,
personally appeared Edward E. Kaitz, known to me to be the
Vice President, of Ditz-Crane

_____, the
corporation that executed the within and foregoing instrument and known
to me to be the person who executed the within instrument on behalf of
said corporation therein named, and acknowledged to me that such corp-
oration executed the same and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws or a resolution
of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed my
official seal the day and year in this Certificate first above written.



Katie Cease Katie Cease
Notary Public in and for the County of
Santa Clara, State of California

SECTION 8

City forces are hereby authorized to install the aforesaid electric, water and power utility improvements within the public rights of way and easements provided or to be provided therefore, it being the finding of the City Council that such work can be performed more economically by City employees.

IN WITNESS WHEREOF, said parties have caused these presents to be executed the date and year first above written.

CITY OF SANTA CLARA

By

Mayor

By

City Manager

ATTEST:

City Clerk

FORM APPROVED:

City Attorney

DITZ CRANE

DEVELOPER

By

Edward E. Kaltz, Vice President

By

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.

Written evidence of authority of person or persons executing this document on behalf of corporation, partnership, or joint venture, or any other organization other than a sole proprietorship shall be attached and made a part of this document.

Attach acknowledgment of person or persons executing this document on behalf of the Developer.

CE21a(7/72)

Tract No. 5766

3/16/76
3/24/76

CALCULATIONS

FRONTAGE: (1)	8,851.62	FF Gross	AREA:	26.777Ac. Gross
	<u>1,517.69</u>	FF Corner Reduction		<u>6.384</u> Ac. Street Reduction
	7,333.93	FF Net (On-site)		20.393 Ac. Net

(2) 973.85 FF Along Pruneridge (Existing Improvements)

<u>ITEM</u>	<u>FEES</u>
STREET TREE PLANTING:	
180 Trees @ \$12.50/Tree	2,250.00
STREET LIGHTING (Underground):	
20.393 Ac. @ \$350.00/Ac.	7,137.55
ELECTRIC UTILITY SERVICE (Underground):	
106 Lots @ \$250.00/Lot	26,500.00
WATER UTILITY IMPROVEMENTS:	
Existing Water Mains, 973.85 FF @ \$5.50/FF =	\$ 5,356.18
On-site Water Mains, 7,333.93 FF @ \$5.50/FF =	40,336.62
1" Water Services, 106 Each @ \$50.00/Each=	5,300.00
1" Water Meters, 106 Each @ \$100.00/Each=	10,600.00
	61,592.80
SANITARY SEWER "ON SITE":	
106 Bldg. connections @ \$230.00/Conn.	24,380.00
SANITARY SEWER "OUTLET CHARGE":	
106 Lots @ \$385.00/Lot	40,810.00
STORM DRAINS "OFF SITE":	
20.393 Ac. @ \$1,760.00/Ac.	35,891.68
ENGINEERING & INSPECTION:	
4-1/2% of \$325,000.00	<u>14,625.00</u>
TOTAL DUE CITY UPON EXECUTION OF AGREEMENT	\$213,187.03
BONDS (Labor & Materials and Faithful Performance):	
Civil work	\$325,000.00
Electrical work	<u>90,000.00</u>
TOTAL BONDS	\$415,000.00
DEVELOPER'S CREDITS:	
(1) Sanitary Sewer:	
Std. Manhole, 18 Each @ \$770.00/Each =	\$13,860.00
8" VCP, 4,696 L.F. @ \$4.40/L.F. =	20,662.40
	\$ 34,522.40
(2) Storm Drains:	
Std. Manhole 9 Each @ \$770.00/Each =	\$ 6,930.00
Std. Catchbasin 10 Each @ \$530.00/Ea. =	5,300.00
12" RCP, 1,749 L.F. @ \$4.80/L.F. =	8,395.20
15" RCP, 538 L.F. @ \$6.00/L.F. =	3,228.00
27" RCP, 193 L.F. @ \$13.00/L.F. =	2,509.00
	<u>\$ 26,362.20</u>
Approximate amount due Developer after acceptance, (To be revised to reflect actual quantities & costs).	\$ 60,884.60

SPECIAL PROVISIONS

SPECIAL PROVISION NO. 1:

1. Developer is required to dedicate to the City of Santa Clara, in conjunction with the recordation of the Tract Map, the following:

- (a) All internal street rights-of-way and the required corner returns.
- (b) Public Utility Easements that are required by the Electric Department to provide underground electric street lighting and service facilities to this Tract.

2. Developer is also required to remove existing private easements which lie within the proposed street rights-of-way, and file soils report in accordance with the Uniform Building Code prior to the recordation of the Tract Map.

3. Developer shall submit for City review and approval, plans for public improvements in accordance with City standard procedures.

All of the above requirements (Items 1 thru 3) shall be satisfied prior to the execution of this agreement and issuance of the grading or building permit.

4. Additional Public Utility Easements that shall be required later to provide this development with utility services shall be dedicated to City at the time of service requests.

5. Any relocation of existing public facilities affected by this development shall be made at Developer's expense, with the exception of existing street name signs which will be relocated at City expense.

6. Fill, cap, and seal any existing wells in accordance with the County Health Department requirements.

7. Work along San Tomas Expressway shall be in accordance with the requirements of the County of Santa Clara and the following:

- (a) Obtain encroachment permit from the County prior to start of any grading or construction work.
- (b) Coordinate landscaping and access denial fencing with the County to ensure proper installation and maintenance.
- (c) Masonry noise abatement walls shall be constructed along the San Tomas Expressway frontage. The County will reimburse the Developer the cost of a County standard chain link fence for the same frontage length. Existing fence materials shall be disposed of in accordance with instructions from the County.

8. Prior to the start of any building construction, Developer shall coordinate with the City Water Department to ensure that fire hydrants are installed and operational within 350 feet of any combustible construction.

9. In accordance with Section 21A-25 of the City Code, Developer shall reimburse the City for the cost of existing street improvements, consisting of, but not limited to, curb & gutter, pavement, and water mains installed by the City along the whole Pruneridge Avenue frontage.

SPECIAL PROVISION NO. 2:

Developer is required to construct to City standards full-width improvements for all streets within this Tract 5766, except that only half-street improvements fronting this development along Buckingham Drive shall be installed. Said construction shall consist of, but is not limited to, pavement, curb, gutter, sidewalk, storm drain, sanitary sewer, street name signs, electric power and street light ducts, and the required conforms. Developer shall be reimbursed for the installation of sanitary sewers and storm drains within the public rights-of-way as stipulated in Special Provision No. 6.

Prior to any grading work, Developer shall secure from the City the required grading permit.

Developer shall construct a masonry noise abatement wall together with landscaping, including an automatic irrigation system along the Pruneridge Avenue frontage, to the satisfaction of the Director of Public Works/City Engineer. The masonry noise abatement wall shall be located adjacent to and on the private ownership side of the property line.

Maintenance of the masonry noise abatement wall shall be the responsibility of the property owner(s) upon whose property the wall is located. This responsibility shall be disclosed to the property owner(s) by inclusion of the following paragraph in the Declaration of Restrictions for Tract No. 5766:

"Noise Abatement Wall. Upon said lots 47, 48 and 50 through 70 inclusive and lot 1 there has been constructed a masonry noise abatement wall in lieu of a fence along the rear property line or side property line of said lot 1. The maintenance of said masonry wall shall be the sole responsibility of each property owner upon whose property said wall is located. Said property owner shall bear all costs and expense for the maintenance, repair and/or replacement of that portion of said wall that is located on such property owners lot."

SPECIAL PROVISION NO. 3:

Street trees shall be furnished and planted by City along the street frontage of this development at approximately fifty (50') feet on centers, requiring 180 trees. Developer shall pay City Twelve Dollars and Fifty Cents (\$12.50) for each tree planted by City. Selection of trees shall be made from the tree list approved by the Street Superintendent, subject to availability at the time of planting. Planting will not commence until occupancy occurs.

SPECIAL PROVISION NO. 4:

Electric power facilities shall be underground, and shall be furnished and installed in accordance with the following:

- a) Developer shall provide to City, and in accordance with City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, equipment pads and subsurface housings required for underground power distribution, and street lighting, as required by City in the development of the frontage and on-site property. Upon acceptance by City, ownership of such facilities shall transfer from Developer to City. Developer shall install, at his cost, the service facilities consisting of service wires, cables, conductor, and associated equipment necessary to connect a customer to the electric supply system of the City.

- b) After acceptance of the facilities provided by Developer, City will furnish and install all cable, switches, luminaires, transformers, meters, and other equipment that it deems necessary for the system extension.
- c) City will construct the necessary facilities to deliver electric power to the development site unless special circumstances exist, in which case, they will be provided as outlined in accordance with Sections 21A-8 and 21A-24 of the City Code.
- d) Street lights served from underground electric power facilities shall be furnished and installed by City. Developer shall pay to City, Three Hundred Fifty (\$350.00) Dollars per acre for street lights served by means of an underground system.
- e) All electrical work shall be installed in accordance with the City Electric Department approved plans and specifications.
- f) Developer shall coordinate with the City Electric Department and comply with their requirements.

SPECIAL PROVISION NO. 5:

Developer shall construct all sanitary sewer and storm drain facilities outside the streets right of way at his expense, and shall pay City sanitary sewer connection fees in accordance with Table III of Section 21A-21 of the City Code. State Safety Permit is required, in addition to the above, for excavations five (5) feet and over in depth, and prior to the commencement of excavation.

SPECIAL PROVISION NO. 6:

Developer is required to construct off-site and on-site storm and sanitary sewers adequate to serve the development. City shall reimburse Developer for the portion of the storm and sanitary sewers constructed within the public right-of-way at the unit prices shown on the City standard credit sheet effective at time of execution of this Agreement, with the exception of sanitary laterals installed primarily to serve this development.

Design of Public storm drain system must provide for 10 year storm protection and shall prevent inundation of the proposed development. Design of the system shall be coordinated with the City Engineering Department to assure agreement with the master drainage system of the area. It shall be the Developer's responsibility, through his engineer, to certify to City that the design of all storm drainage facilities for the development provides protection against flood water.

SPECIAL PROVISION NO. 7:

Engineering and Inspection fees are computed at the rate of four and one-half (4-1/2%) percent of the total cost of public improvements installed by Developer, excluding cost of electrical work. In addition, Developer shall pay extra payroll costs for all engineering and inspection services requested by Developer or contractor outside the regular City work hours. These costs, if any, shall be paid to City immediately upon receipt of billing from City for same.

Upon completion and prior to acceptance of improvements by City, Developer shall submit to City the following:

- a) As-built drawing (original, mylar, or linen) depicting actual conditions.
- b) Maintenance Bond in the amount of Five Thousand (\$5,000.00) Dollars to guarantee any repair work within one (1) year after acceptance.
- c) Revised construction cost to reflect actual as-built conditions and unit bid prices. Engineering and Inspection fee shall be revised according to as-built information and final construction costs.

DITZ CRANE

By

Edward E. Kaltz, Vice President

Date: March 27, 1976

By

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA SS.

On this 25th day of March, 1976, before me,
Katie Cease, a Notary Public in and for the
said County and State, residing therein, duly commissioned and sworn,
personally appeared Edward E. Kaltz, known to me to be the
Vice President, of Ditz-Crane

_____, the
corporation that executed the within and foregoing instrument and known
to me to be the person who executed the within instrument on behalf of
said corporation therein named, and acknowledged to me that such corp-
oration executed the same and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws or a resolution
of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed my
official seal the day and year in this Certificate first above written.



Katie Cease Katie Cease
Notary Public in and for the County of
Santa Clara, State of California