

OFFICIAL COUNTY BUSINESS—NO RECORDING
FEE REQUIRED PURSUANT TO GOVT CODE 6103

Recording Requested By:

Natalie J. Dites 2/24/22
SIGNATURE DATE

When Recorded Mail To:
County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attn: County Engineer

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEFERRED FRONTAGE IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of February, 2022 by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), **HIX SNEDEKER COOL, LLC, an Alabama limited liability company**, duly qualified to conduct business in the State of California, whose principal place of business is 805 Trione Avenue, Daphne, Alabama, 36526 (hereinafter referred to as "Owner").

RECITALS

- A. Chapter 12.09 of the County Frontage Improvement Ordinance allows the County Engineer, at the time of approval of a Project, to require the concurrent construction of frontage improvements;
- B. At the regular meeting of July 20, 2021, the Board of Supervisors approved the Cool General Retail project (DR19-0009) with Condition # 13:

Frontage Improvements to SR49: Construct an eight-foot-wide Class 2 Bike Lane along the shoulder of SR49 from the southerly property line, north to Northside Drive. Obtain an encroachment permit(s) from Caltrans for improvements within State right of way. Complete this work to the satisfaction of Caltrans. As an option, the applicant may pay an in-lieu fee to the County, to be combined with other funding, to construct said frontage improvements in concert with improvements required of adjoining properties. The in-lieu fee shall be equal in value to the required improvements. The applicant's engineer is to provide an Engineer's Estimate of the cost, to be reviewed and subject to the approval of the County Engineer.

- C. COUNTY AND OWNER agreed in said Condition #13 to defer frontage improvements along State Route 49 (SR49) in order to coordinate construction of the required facilities with future improvements to adjoining properties.

D. OWNER has prepared a preliminary engineering drawing (attached hereto as Exhibit A) and Engineer's cost estimate of the frontage improvements (attached hereto as Exhibit B), and desires to fulfill said condition #13.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein, the parties agree as follows:

PAYMENT

1. OWNER agrees to pay to the County the amount of **TWENTY THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$20,900.00)** in lieu of constructing frontage improvements. OWNER shall pay the full amount before issuance of the building permit(s) for the Cool General Retail project.
2. COUNTY agrees to provide to OWNER a written receipt of this transaction, and deposit said funds in a reserve account to be used solely for construction of the Cool General Retail frontage improvements along SR-49 in compliance with the El Dorado County Frontage Improvement Deferral Program (Resolution No. 009-2021), as that resolution now reads or may be amended from time to time.
3. COUNTY and OWNER mutually agree that payment of these funds satisfies Condition #13 of the Cool General Retail Project. That Condition will be deemed satisfied upon COUNTY receiving the payment and providing a written receipt of that transaction to OWNER.
4. COUNTY agrees to pursue the future improvements required of adjoining properties substantially consistent with the spirit of this agreement, at such time in the future as deemed necessary by COUNTY. However, nothing in this agreement shall be construed to limit the COUNTY's lawful legislative powers relating to decisions for the future improvements required of adjoining properties.

NOTICE TO PARTIES

All notices, including written receipts, 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 addressed as follows:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Rafael Martinez, Director

or to such other location as County directs.

Notices to OWNER shall be addressed as follows:

Woodcrest REV
2428 Montecito Rd.
Ramona, CA 92065
Attn.: Wade Wylie, Project Manager

or to such other location as OWNER directs.

CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Rafael Martinez, Director, Department of Transportation, or successor.

PARTIAL INVALIDITY

If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

CALIFORNIA FORUM AND LAW


Any dispute resolution 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.

NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

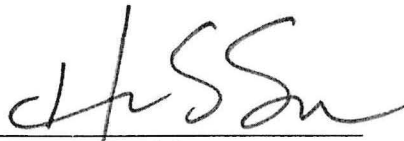
IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

-- COUNTY OF EL DORADO --

By:  Dated: 2/24/22
Natalie K. Porter, P.E., T.E.
Supervising Civil Engineer
Transportation Planning and Land Development
Department of Transportation

-- OWNER --

-- HIX SNEDEKER COOL, LLC --
-- an Alabama Limited Liability Company --

By:  Dated: 2/22/22
Haymes Snedeker
Member
"Owner"

Note: This document is to be signed by all persons having ownership interest in the Real Property, with signatures as their names appear on deed of title and such signatures must be acknowledged for recording.

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.

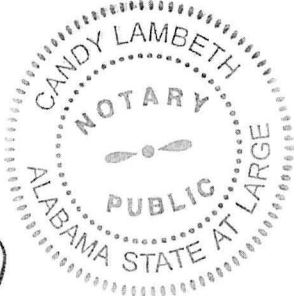
State of ~~California~~ Alabama
County of Baldwin

On 2/22/22 before me, Candy Lambeth, NOTARY
(insert name and title of the officer)

personally appeared
Hymes S. Sredoker

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.

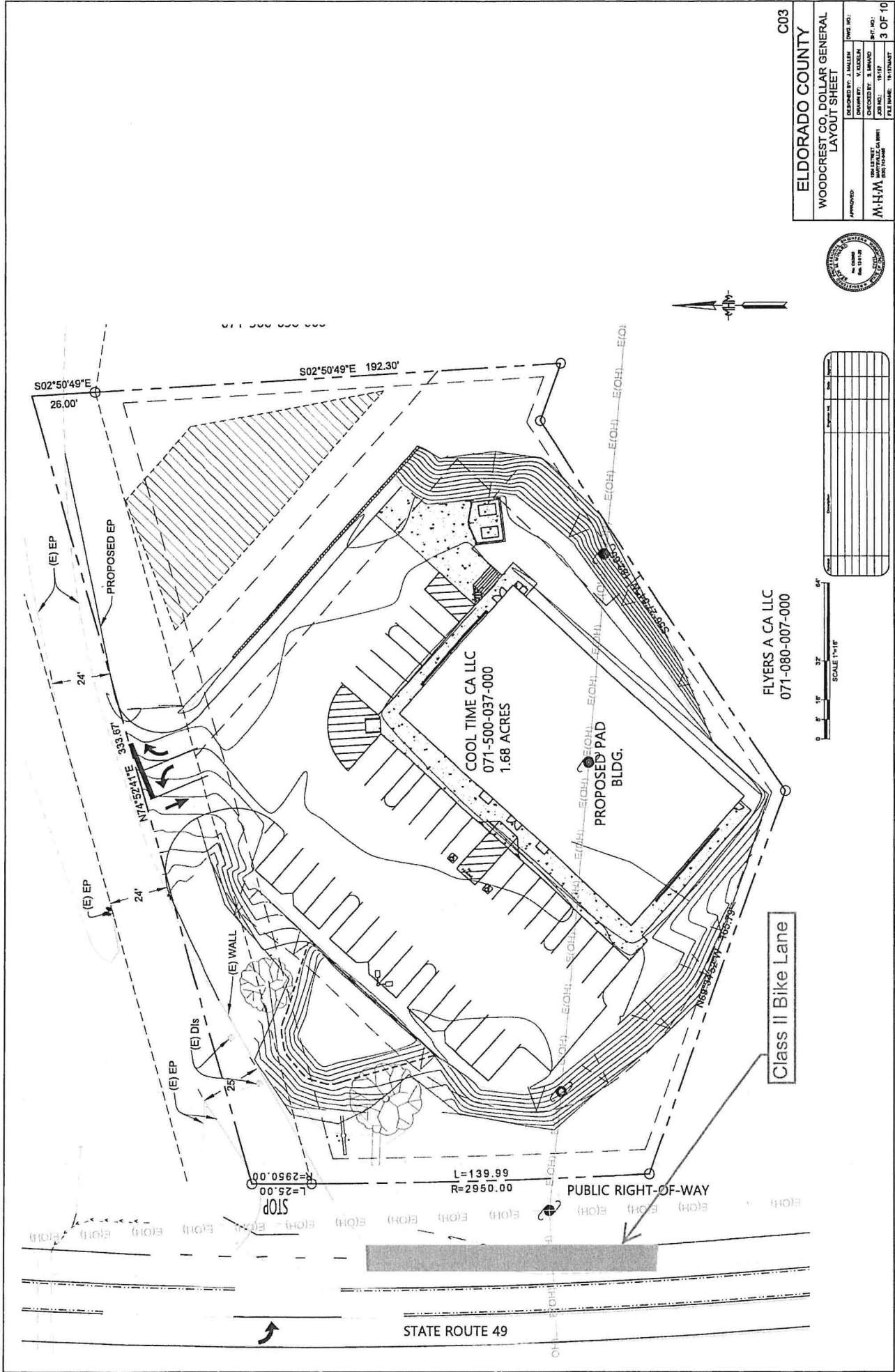


WITNESS my hand and official seal.

Signature Candy Lambeth

Commission expires: 7/8/24 (Seal)

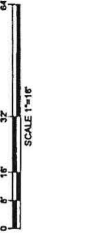
Exhibit A



ELDORADO COUNTY		C03	
WOODCREST CO. DOLLAR GENERAL LAYOUT SHEET			
APPROVED:	DESIGNED BY:	DRAWN BY:	CHECKED BY:
M-H/M	J.A.S./M.A.S.	J.A.S./M.A.S.	J.A.S./M.A.S.
DATE: 10/15/18	PROJECT: 18-117	DATE: 10/15/18	PROJECT: 18-117
FILE NAME: 18-117.DWG		3 OF 10	



NO.	DESCRIPTION	DATE	BY



FLYERS A CA LLC
071-080-007-000

**DOLLAR GENERAL COOL
DETAILED COST ESTIMATE**

Exhibit B

Project Dollar General Cool-SR 49 Class II Shared Bike Lane	CO. Sutter	RCVD. BY S.M. Minard	DATE 15-Dec-21		
MHM PROJECT NO. 19157	QTY. BY J. Mallen	IN 15-Dec-21	CONST. INDEX		
1	QTY. CHK. S. Minard	OUT 15-Dec-21	BLDG. INDEX		
Item No.	Item Description	Estimated Quantity	Unit	Unit Price (S/Unit)	Amount (S)

Bid Schedule A (SR 49 Class II Shared Bike Lane)

1	Mobilization/Demobilization	1	LS	\$	5,000.00	\$	5,000.00
2	Excavation	30	CY	\$	100.00	\$	3,000.00
3	Class 2 Aggregate Base (12 inch) (under pavement)	30	TON	\$	50.00	\$	1,500.00
4	Asphalt Concrete (Type A) (4-Inch)	15	TON	\$	150.00	\$	2,250.00
5	Bike Lane Striping	1	LS	\$	3,000.00	\$	3,000.00

Total Bid Schedule A = \$14,750.00
 Construction Management & Staking @ 15% = \$2,212.50
 Contingency @ 10% = \$1,475.00
 Caltrans Encroachment Permit = \$2,500.00
***** For Budget Purposes = 20,900.00**



 Dept. of Transportation - No Exceptions Taken

