

## **EXHIBIT A**

### **AGREEMENT FOR RED CURB REPAIR AND MAINTENANCE**

This Agreement ("Agreement") dated \_\_\_\_\_ ("Effective Date") is made by and between the City of Santa Rosa, a municipal corporation (the "City") and the Ragle Ranch Home Owner's Association, a California Nonprofit Mutual Benefit Corporation ("HOA"). City and HOA are sometimes referred to in this Agreement as "Party" or "Parties."

#### **RECITALS**

The City has agreed to retain a previously established red curb ("Curb") at the location identified in Exhibit A to this Agreement, incorporated herein by this reference, in exchange for HOA's agreement to repair and maintain the Curb.

In consideration of the foregoing, the Parties agree as follows:

#### **AGREEMENT**

1. The City will establish and install the initial Curb parking devices as shown in Exhibit A, as agreed upon by both the City and HOA.
2. At its own cost, HOA shall inspect, repair, paint and otherwise maintain the Curb while this Agreement is in effect. Painting shall occur a minimum of once every four years or upon earlier request by City.
3. HOA shall not modify the original limits of the Curb. If modified, HOA shall pay to City all costs associated with re-establishing the original limits of the Curb.
4. City retains the right to re-establish, modify, or remove the painting on the Curb for any reason upon 30 days' notice to HOA.
5. This Agreement shall remain in full force and effect until terminated by either Party as provided herein. Either Party may terminate this Agreement upon 30 days' notice to the other Party. Upon termination of this Agreement, City may remove or modify the painting on the Curb, in its discretion. In the event City does not remove the painting on the Curb, it shall re-assume maintenance responsibilities for the Curb. If City determines the painting on the Curb is to be removed, HOA shall pay to City all costs associated with removal of the Curb.
6. HOA shall indemnify, hold harmless, and defend City, its officers, employees and agents from and against any and all claims, demands, suits, liabilities, losses, damages and payments, including reasonable attorneys' fees and court costs, claimed or made against City, its officers, employees or agents to the extent caused by (i) HOA's painting, repair or maintenance of the Curb; (ii) HOA's failure to properly inspect, maintain, or repair the Curb; or (iii) any breach or violation by HOA hereunder. HOA's indemnity obligations set forth in this Section 6 shall survive termination of this Agreement.

7. HOA and HOA's contractors performing work on the Curb, if any, shall obtain and maintain while this Agreement is in effect, or while performing work on the Curb, the insurance requirements in Attachment One to this Agreement which is incorporated herein by this reference.
8. HOA shall comply with all applicable local, state and federal laws that apply or relate to the Curb.
9. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Any judicial proceeding in connection with any dispute under, or enforcement of, this Agreement shall be brought in Sonoma County, California.
10. NOTICES: Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Either City or HOA may from time to time designate an alternate person or office for service in a written notice given to the other. Notices shall be deemed sufficiently served five (5) days after the date of mailing by certified or registered mail, one (1) day after mailing by overnight courier, or upon personal delivery. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

To HOA:       Ragle Ranch HOA  
                  c/o Steward Property Services  
                  1415 N. McDowell Blvd. Suite B  
                  Petaluma, CA 94954

To City:        Department of Transportation and Public Works  
                  Attn: Director of Transportation and Public Works  
                  69 Stony Circle  
                  Santa Rosa, CA 95401

11. Nothing in this Agreement is intended to or shall confer any benefits, rights or remedies on any person or entity other than the persons and entities expressly identified herein.
12. This Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations or warranties relating to them except those expressly set forth in this Agreement.
13. This Agreement may not be assigned by HOA.
14. No amendment of, supplement to or waiver of any obligations under or provisions of this Agreement will be enforceable or admissible unless set forth in a writing signed by the Party against which enforcement or admission is sought.


DC  
RDP

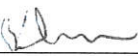
15. AUTHORITY: HOA hereby represents and warrants to City that it is (a) is a duly organized and validly existing corporation formed and in good standing under the laws of the State of California Nonprofit Mutual Benefit Corporation; (b) has the power and authority and the legal right to conduct the business in which it is currently engaged; and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. HOA hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on HOA in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title and name of the corporate officers shall be printed under the signature

The parties have executed this Agreement as of the Effective Date.

**HOME OWNER ASSOCIATION – RAGLE RANCH:**


Dated: Jan 19, 2018 By:   
Rebecca Buck Ryle Ragle Ranch Board President  
Name and Title

Dated: 1-21-18 By:   
Daniel Colvin Secretary  
Name and Title

**CITY OF SANTA ROSA:**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

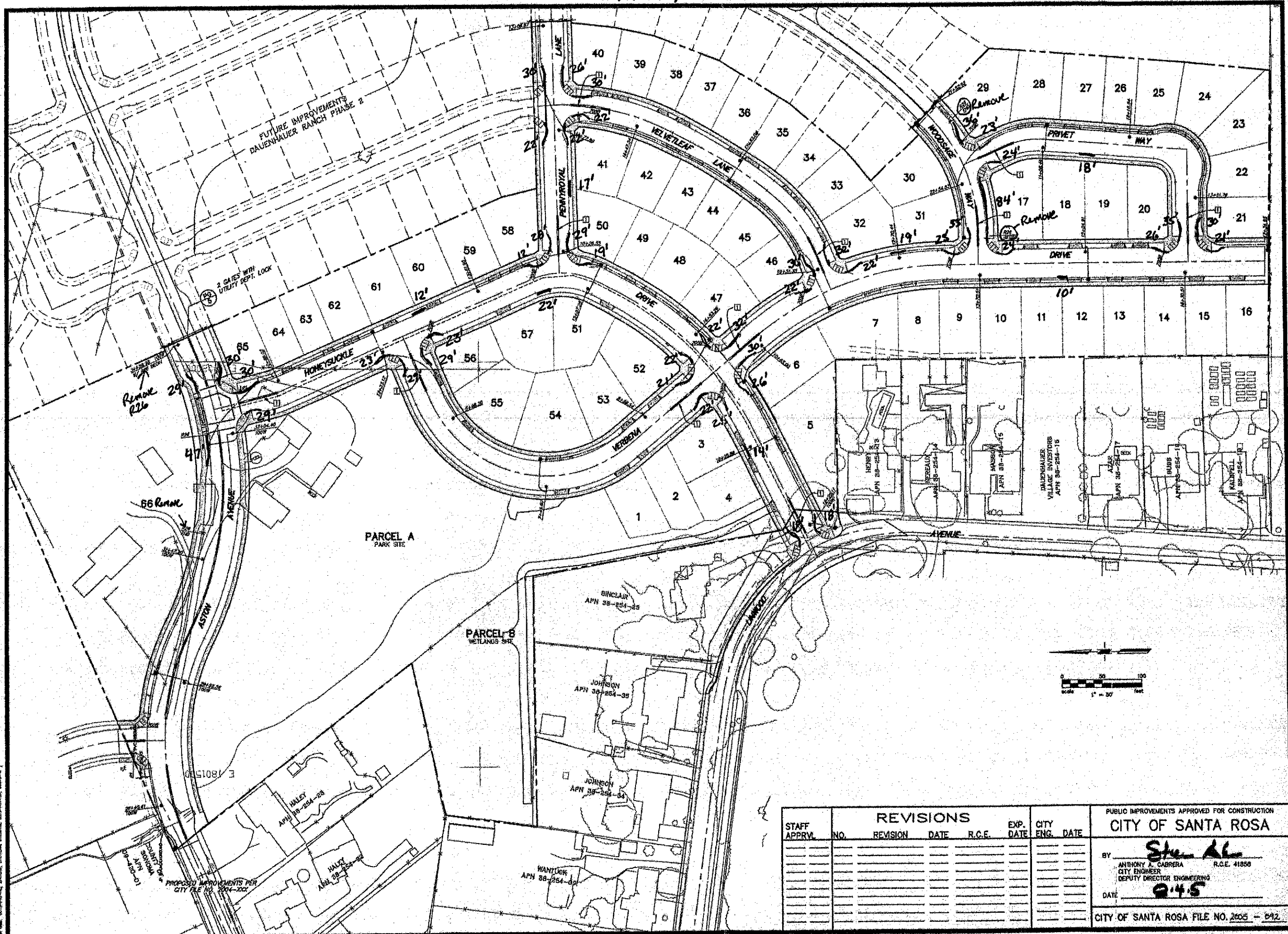
**APPROVED AS TO FORM:**

Dated: 2/14/18 By:   
City Attorney's Office

**ATTEST:**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk

EXHIBIT A.1



CARDIE MACY  
 CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS  
 15 THIRD STREET, SANTA ROSA, CA 95401  
 TEL. (707) 542-6461 FAX (707) 542-6212

DESIGNED BY: *[Signature]*  
 DRAWN BY: *[Signature]*  
 DATE: 7/27/05

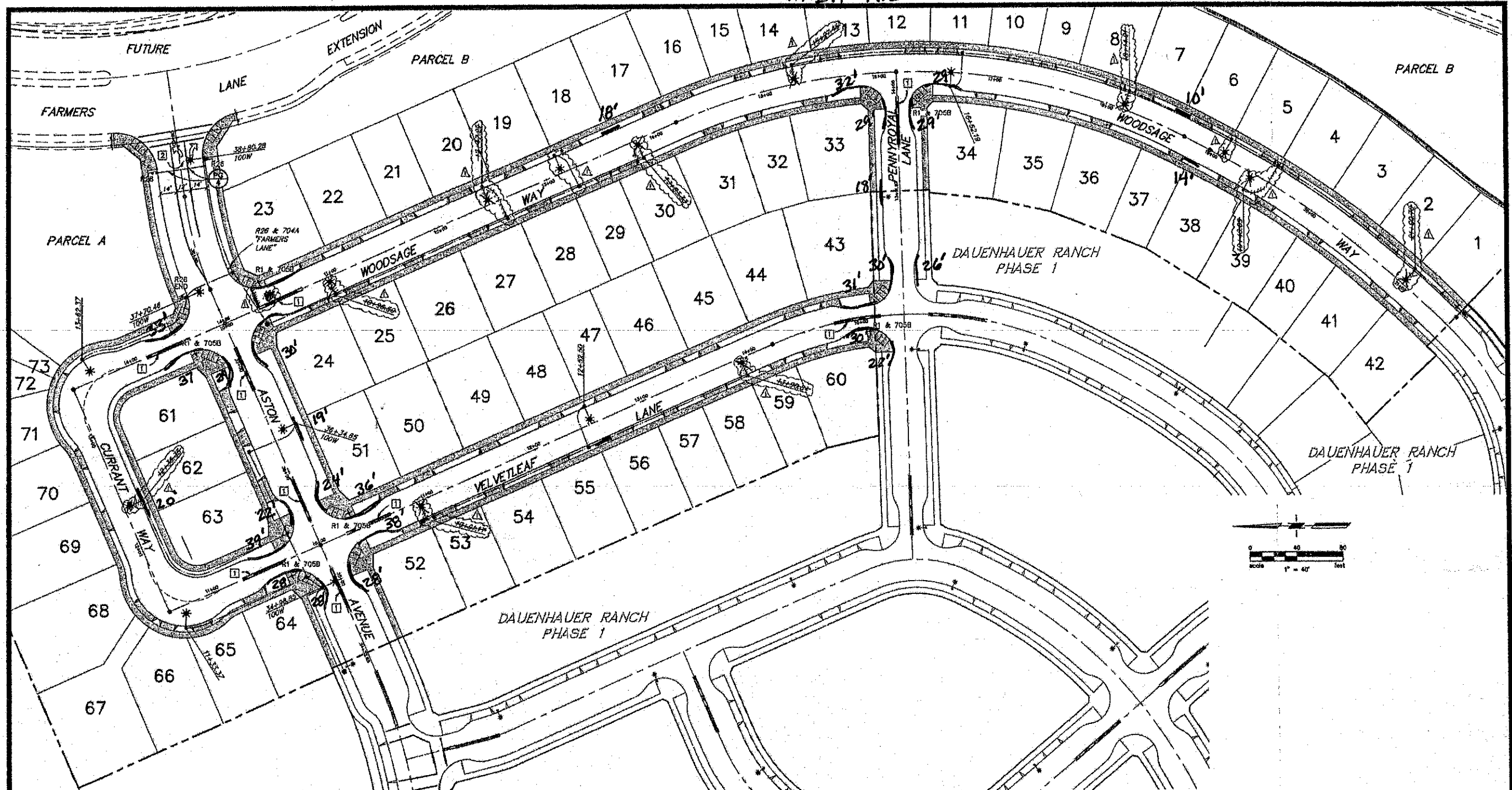
DAUENHAUER RANCH  
 PHASE 1  
 SANTA ROSA, CALIFORNIA  
 SIGNING, STRIPING & LIGHTING PLAN

STAFF APPRV.	NO.	REVISION	DATE	R.C.E.	EXP. DATE	CITY ENG.	DATE

PUBLIC IMPROVEMENTS APPROVED FOR CONSTRUCTION  
**CITY OF SANTA ROSA**  
 BY: *[Signature]*  
 ANTHONY A. CABRERA R.C.E. 41856  
 CITY ENGINEER  
 DEPUTY DIRECTOR ENGINEERING  
 DATE: 8/4/05  
 CITY OF SANTA ROSA FILE NO. 2605 - 042

DATE: JULY 2005  
 JOB NO.: 2000075.00  
 DRAWING NUMBER: 28 of 39  
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EXHIBIT A.2



SIGNING, & LIGHTING LEGEND

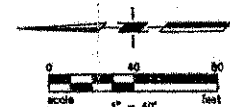
- R1 STOP SIGN, STD 30", EXCEPT AS NOTED
- R2 SPEED LIMIT 25 MPH (EXISTING)
- R29 NO PARKING ANY TIME
- 705B STREET NAME SIGNS, STD. 705A & 705B
- 704A ADVANCE STREET NAME SIGN, STD 704A, 704B & 704C
- SIDEWALK BARRICADE, STD. 238
- \* DECORATIVE STREETLIGHT PER STD. 6150 70 W OR AS SHOWN. FOOTING SIMILAR TO STD. 620A AT CENTERLINE STATION WITH STATE NO. 5 PULL BOX
- P.G. & E SERVICE POINT
- STREET LIGHT CONDUIT AND CONDUCTOR, ALL CONDUCTORS TO BE COPPER, CONDUIT 2" MIN.
- SL PULL BOX, STREET LIGHT, STATE NO. 5 PULL BOX

STRIPING LEGEND

- [1] DOUBLE YELLOW CENTERLINE RPM'S PER STD. 720A, 40' LONG BEGINNING 5' BACK FROM CENTER OF PEDESTRIAN RAMP
- [2] 6" WIDE WHITE EDGE LANE AND LETTERS LEGEND, TAPE OR PAINT ONLY, 4" HIGH PER CITY STD. 706

NOTES:

1. CONTRACTOR SHALL COMPLY WITH STANDARDS AND SPECIFICATIONS PER CITY OF SANTA ROSA.
2. SIGNS SHALL BE INSTALLED ON STREET LIGHT STANDARDS WHENEVER POSSIBLE.
3. NO. 5 PULL BOX PER STD. 801.
4. THE FOLLOWING SIGNS SHALL BE HIGH INTENSITY SHEETING R1, 705A & 705B STREET SIGNS AND ALL NO PARKING/STOPPING SIGNS.
5. THE CONTRACTOR SHALL VERIFY THE STREET LIGHT SERVICE LOCATIONS WITH P.G. & E. PRIOR TO INSTALLATION.
6. ALL SIGNS, TYPE AND PLACEMENT, SHALL CONFORM TO CITY TRAFFIC STANDARD NOTES AND DRAWINGS, 700 SERIES.
7. STREET LIGHTS MOUNTED ALONG MINOR STREETS, EXCEPT AT THE TERMINUS OF A CUL-DE-SAC SHALL BE I.E.S. TYPE II ILLUMINATION PATTERN.
8. STREET LIGHTS MOUNTED AT THE TERMINUS OF A CUL-DE-SAC SHALL BE I.E.S. TYPE IV ILLUMINATION PATTERN.
9. ALL WIRING AND EQUIPMENT CONSTRUCTION SHALL CONFORM TO THE NATIONAL ELECTRIC CODE (N.E.C.) AND SECTION 86 OF THE CALIFORNIA STANDARD SPECIFICATIONS.
10. SEAL ALL GAPS BETWEEN BASE COVER AND CONCRETE BASE WITH GROUT.



STAFF APPRV.	NO.	REVISION	DATE	R.C.E.	EXP. DATE	CITY ENG.	DATE
	1	REVISED STREET LIGHTS	8/15/11	CE 27805 RPE		AKC	10/3/11
	2	PHOTO CELLS	2/14/13	CE 27808 RPE		AKC	2/23/13

PUBLIC IMPROVEMENTS APPROVED FOR CONSTRUCTION  
**CITY OF SANTA ROSA**  
 BY: *Anthony A. Carrera*  
 ANTHONY A. CARRERA R.C.E. 41858  
 CITY ENGINEER  
 DEPUTY DIRECTOR ENGINEERING  
 DATE: **5-2-6**

**DAUENHAUER RANCH PHASE 2**  
 SANTA ROSA, CALIFORNIA

**SIGNING, STRIPING & LIGHTING PLAN**

DATE: MARCH 2008  
 JOB NO.: 2008075.00  
 DRAWING NUMBER: 16 of 25

CITY OF SANTA ROSA FILE NO. 2006-0058

DESIGNED BY: M.S.  
 CHECKED BY: [Signature]  
 DRAWN BY: [Signature]  
 DATE: 5/2/06  
 R.C.E. 34781

DAVID C. HANSON  
 CIVIL ENGINEER

**CARLIE MACY**  
 CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS  
 15 THIRD STREET, SANTA ROSA, CA 95401  
 TEL. (707) 542-6451 FAX (707) 542-5312