

Attachment 1

RESOLUTION 25-XXX

A RESOLUTION OF THE CITY OF EL PASO DE ROBLES ACCEPTING THE PUBLIC IMPROVEMENTS AND WARRANTY FOR ROYAL OAK MEADOWS PARK

WHEREAS, the City of El Paso de Robles (the “City”) and Olsen Ranch 212, LLC(the “Developer”) entered into a development agreement titled “Development Agreement Between The City of El Paso Do Robles and Olsen Ranch 212, LLC” dated February 14, 2020 (the “Development Agreement”); and

WHEREAS, the Developer intends to develop certain lands as part of the Vinedo & Olsen – South Chandler Specific Plan (the “Specific Plan”), which is a master planned community, with a total of approximately 355.6 acres of residential housing units, recreational amenities, parks and open space, and the associated public facilities and infrastructure necessary to serve the site, as generally depicted on exhibits to the Development Agreement; and

WHEREAS, the Specific Plan requires the rehabilitation of the existing Royal Oaks City Park (the “Park”), which is owned by the City; and

WHEREAS, because the Park is owned by the City, the Developer was required to obtain a City building permit to allow the Developer to construct certain improvements to the Park (the “Improvements”); and

WHEREAS, the City and the Developer entered into that Public Parkland Construction and Encroachment Permit Agreement entitled “Royal Oak Park Public Parkland Construction and Encroachment Permit Agreement Between the City of El Paso De Robles and Olsen Rach 212 LLC” (the “Permit”) dated March 29, 2024; and

WHEREAS, the Permit allows and requires the Developer to construct the Improvements to the Park pursuant to an approved plan attached to the Permit within one (1) year; and

WHEREAS, the Improvements to the Park have been constructed in accordance with the City’s accepted plans and to the satisfaction of the City in accordance with the terms in the above mentioned Development Agreement, Specific Plan, and Permit

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: Recitals. All of the above recitals and exhibits are true and correct and incorporated herein by reference.

Section 2: Acceptance of Public Improvements. The City hereby accepts the Improvements and incorporates them into the City’s maintained facilities based on the terms of the Permit. The Improvements as accepted are depicted on Exhibit “A” to this Resolution.

Section 3. Plant Establishment Period. Pursuant to the Permit terms, the City accepts the Improvements without waiving the Developer’s responsibility for the care and maintenance of all plantings and landscaping installed, except for mowing of turf, for one-hundred eighty (180) days

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following the passing of this Resolution. The City will resume turf mowing once the grass is re-established. The purpose of this plant establishment period is to ensure continuity between the installation of the plant material and its ongoing maintenance. The Developer shall inspect all plantings and undertake weed control, plant replacement, and any other efforts necessary to ensure the health and survival of the plantings. Prior to the end of the plant establishment period, the Developer and the City shall conduct a site walk to ensure compliance with this Permit term.

Section 4. Guarantee of Improvements. Pursuant to the Permit terms, the City accepts the Improvements without waiving the Developer's requirement to guarantee, for one (1) year following the passing of this Resolution, that the Improvements perform in an acceptable manner and are free from defects. In the event an Improvement fails to perform as expected, the Developer shall be responsible for the prompt repair or replace the failed improvement. If the Developer fails to perform the required repairs, the Developer has agreed, pursuant to the terms of the Permit, to pay the City the costs of any such removal, repair, or correction, including collection costs and attorney's fees, if any.

Section 4: Warranty Inspection. The City does hereby direct the City staff to perform such warranty inspections as necessary of the above mentioned Improvements in accordance with the terms stipulated in the above mentioned Permit within one year of acceptance.

Section 3: Bond. The City does hereby direct the City Engineer to release in full any and all bonds secured for the construction of the Improvements upon receipt of a 10% warranty bond guaranteeing the warranty period.

PASSED AND ADOPTED THIS 15th day of July 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John R. Hamon, Jr., Mayor

ATTEST:

Melissa Martin, City Clerk

Exhibit A - Royal Oak Meadows Park Final Map