

## **ADDENDUM TO STREET WORK PERMIT**

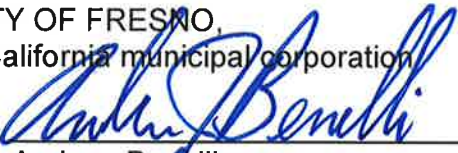
### **Regarding Construction and Installation of Public Infrastructure Improvements along North Grantland Avenue between West Shaw and West San Jose Avenues**

**Street Work Permit No. S2020-897, S2020-927, S2020-961 and S2020-1039**

1. Road Closure. The City of Fresno (City) hereby grants Lennar Homes of California, Inc. (Developer) and its permitted contractors, Browning Contractors, Inc. Tri County Excavation, Inc. and Floyd Johnston Construction Co, Inc. (collectively, Developer), a Street Work Permit to facilitate the installation of public infrastructure improvements in accordance with plans approved by City (the Improvements) and under the terms set forth herein, subject to the terms of the Fresno Municipal Code.
  - a. Location of Closure. North Grantland Avenue between West Shaw and West San Jose Avenues (the City Street).
  - b. Period of Closure. The road closure shall be for a period not to exceed one hundred and two (102) calendar days from the first day of the closure in accordance with the attached schedule submitted by Yamabe & Horn Engineering, Inc. and attached hereto as Exhibit A, all subject to the conditions contained herein.
  - c. Reopen Date. No later than November 8, 2021 (Reopen Date).
2. Notice of Road Closure. As notice to the motoring public of the planned roadway closure(s), Developer shall provide, at multiple locations pursuant to a City-approved Traffic Control Plan, changeable message boards identifying the starting and ending dates of the planned road closures.
3. Time of the Essence. Time is of the essence for the above-referenced Street Work Permits.
4. Delays. Developer shall notify City of any anticipated delay immediately upon discovery of the potential for such delay. Developer shall use their best efforts to limit the duration of any such delay to minimize impacts to City, including street closures.
5. Liquidated Damages. The Parties agree that actual damages to the City, and actual damages for the inconvenience and loss which will flow to the inhabitants of the City, from any delay related to road closures beyond the date or dates provided herein, or portions thereof, are extremely difficult or impossible to determine, and, accordingly, it is agreed that Developer shall be liable for and shall pay to the City, as fixed, agreed, and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000) per day for each calendar day of delay. Such payment due the City will be deducted by the City from Developer's Deposit.
6. Force Majeure. Developer shall not be responsible for events or conditions legally constituting a force majeure, including an act of God, labor dispute, civil unrest, epidemic, or natural disaster that lead to delays in the planned completion of the Improvements. Developer's ill planning or coordination or failure to secure needed approvals or permits from other agencies shall not constitute a force majeure.

7. Deposit. Developer has deposited, with City's Public Works Department, cash in the amount of One Hundred Thousand (\$100,000) Dollars as security to guarantee the completion of the Improvements by the Reopen Date. These funds will be fully refunded to Developer when the Improvements within the street right-of-way are completed and the street is fully open to traffic. Any and all damage to existing improvements caused as a result of needed access to properties adjacent to project shall be repaired and returned to original condition prior to refund of all or a portion of above noted security.
- a. Deductions. If Developer fails to fully reopen the City Street by the Reopen Date, applicable Liquidated Damages assessments shall be deducted daily from Developer's Deposit until the City Street is reopened.
- b. Replenishment of Deposit. In the event of deductions made by City from the Deposit prior to reopening, Developer shall immediately replenish the Deposit every 30 calendar days until the City Street is fully open to traffic.
8. Consent to Lien. Failure by Developer to replenish the Deposit or otherwise pay Liquidated Damages due in full within thirty (30) calendar days of the Reopen Date will result in the City recording a lien against all properties within Developer's subdivision. Developer hereby consents to the City's lien pursuant to the terms of this Agreement.
9. Effective Date. This Addendum shall become effective when signed by the parties below.

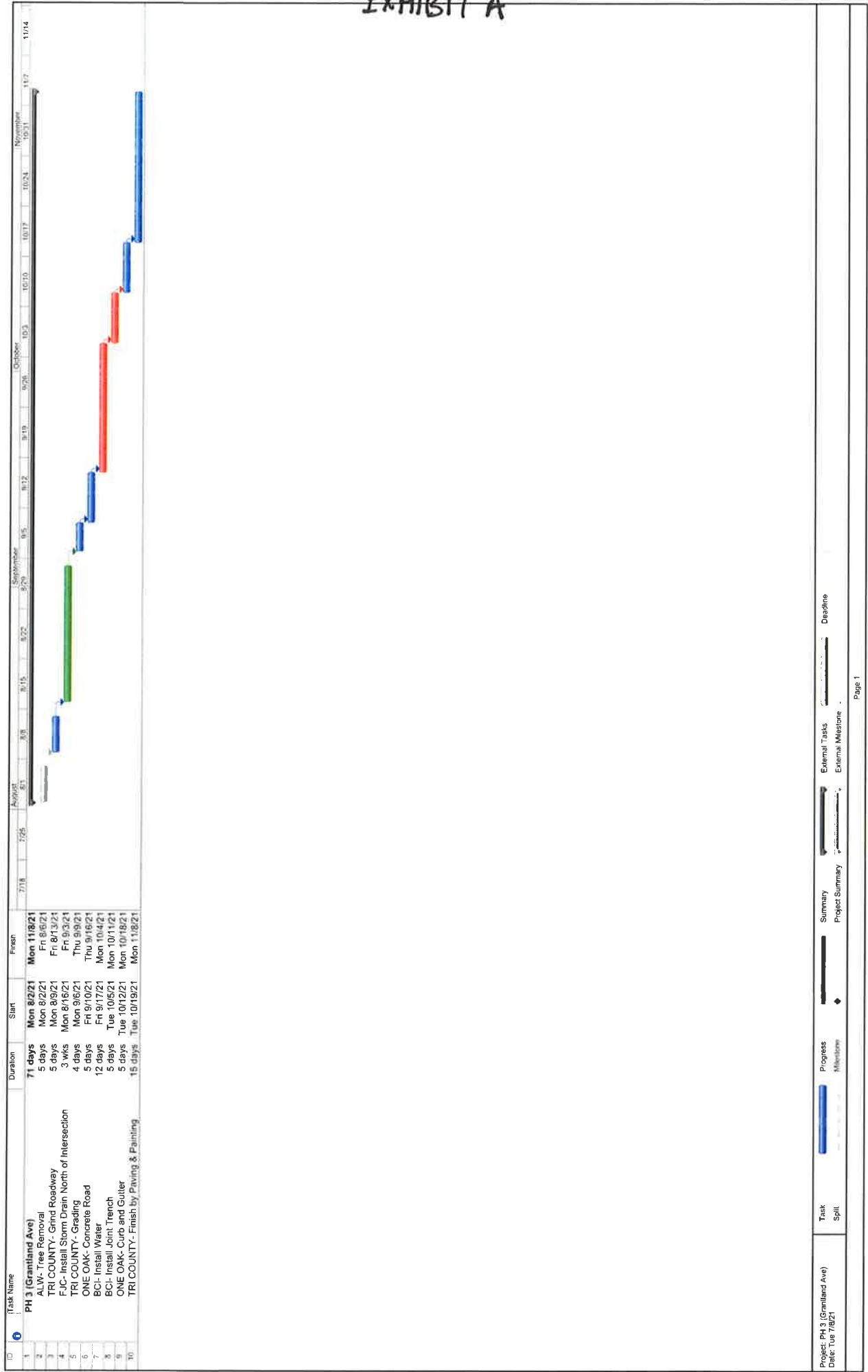
CITY OF FRESNO,  
a California municipal corporation

By:   
Andrew Benelli  
City Engineer/Assistant Director  
Department of Public Works

LENNAR HOMES OF CALIFORNIA, INC.

By:   
Ara Chekerdeman  
Entitlement Manager

EXHIBIT A







July 12, 2021

**Notification of upcoming project within your area**

**Topic: Third Phase - Grantland Avenue Road Closure north of the Shaw Avenue and Grantland Avenue Intersection.**

**Dear Homeowners & To Whom This May Concern:**

I would like to inform you of an upcoming project located at the north west corner of Shaw Avenue and Grantland Avenue.

Grantland Avenue north of the Shaw Avenue and Grantland Avenue intersection will be closed due to Improvements.

Beginning **August 2, 2021 through November 8, 2021**, Lennar Homes is planning to set up traffic control and close Grantland Avenue north of the Shaw Avenue and Grantland Avenue intersection. We will be grinding the road and installing storm drain, sewer/water lines and new road improvements.

The duration of the traffic control, road improvements and road closure, will be in effect 24 hours a day and 7 days a week. During this project, we will always continue to provide access to homeowners that will be affected.

Should you have any questions or concerns; please, don't hesitate to call me anytime.

Kindest Regards,

JR Anderson  
Land Development Manager  
(559)470-9472





July 12, 2021

## **Notification of Tree Removal & Mailboxes**

**Topic: Removal of the existing trees that run along a portion of Grantland Avenue adjacent to the Lennar Homes Tract 6198 project and relocating mailboxes.**

**Dear Homeowners:**

I would like to inform you that due to the widening of Grantland Avenue the existing trees that are located in front of your home along Grantland Avenue will be removed. The existing trees do fall within the Fresno City Public Utility Easement.

The tree removal will start on 8/02/2021 and take roughly 5 days.

We will also be removing your permanent mailboxes and moving them back with temporary mailboxes until the widening of Grantland Avenue is complete.

We apologize for the inconvenience.

Should you have any questions or concerns; please, don't hesitate to call me anytime.

Kindest Regards,

A handwritten signature in blue ink that reads "J.R. Anderson".

JR Anderson

Land Development Manager

(559)470-9472

