

**PARCEL MAP IMPROVEMENT AGREEMENT  
BETWEEN COUNTY AND OWNER**

*AGMT #06-1157*

**THIS AGREEMENT**, made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as “County,” and **LAKEHILLS COMMUNITY COVENANT CHURCH, INC.**, a California non-profit religious corporation whose address is 5145 Golden Foothill Parkway, Suite 190, El Dorado Hills, California 95762, hereinafter referred to as “Owner,” concerning the improvements for **LAKEHILLS COMMUNITY COVENANT CHURCH, P03-0015/PD03-0007**, hereinafter referred to as “Subdivision,” in accordance with the improvement plans entitled **Grading & Improvement Plans for the Construction of Lakehills Community Covenant Church**, the Tentative Parcel Map of which was conditionally approved by County’s Planning Commission on the 22nd day of September, 2005.

**RECITALS**

**WHEREAS**, Owner is vested with fee title to Subdivision; a tract of land located in the County of El Dorado, State of California, and described as **Lake Hills Community Covenant Church, P03-0015/PD03-0007**; and

**WHEREAS**, Owner desires to construct on said property certain public improvements as hereinafter described, in connection with the Subdivision; and

**WHEREAS**, Section 1, Volume II of County’s Design and Improvement Standards Manual, hereinafter referred to as the “Manual,” defines the term “subdivisions” as Class I Subdivisions, Rural Subdivisions, and Minor Land Divisions, commonly referred to as parcel maps; and

**WHEREAS**, Subsection F to Section 2, Volume II of the Manual requires Owners to execute a Parcel Map Improvement Agreement and furnish financial security before commencing or causing to be commenced any construction of Subdivision improvements; and

**WHEREAS**, Section 15.14.660 and Section 16.16.050 of the El Dorado County Ordinance Code, hereinafter referred to as the “Code,” address the deposit of improvement security and maintenance security in sufficient amount to assure faithful performance of the work in the event of default on the part of the Owner or where the Owner does not proceed with preparation and obtaining the approval of a final map, and to guarantee and maintain the grading work to assure the proper functioning of drainage systems and adequate erosion and sedimentation control;

**NOW, THEREFORE**, the parties hereto in consideration of the recitals, terms, and conditions herein, to hereby agree as follows:

## AGREEMENT

### **OWNER WILL:**

1. Make or cause to be made all of those improvements in the Subdivision as required under the findings and mitigation measures of the Conditions of Approval #P03-0015/PD03-0007 and as shown or described on the improvement plans and specifications which were approved by County's Department of Transportation on the 19<sup>th</sup> day of July, 2006, and which are described in the cost estimates, attached hereto as Exhibit A, marked "Schedule of General Sitework Improvements;" Exhibit B, marked "Schedule of Surface Improvements;" Exhibit C, marked "Schedule of Storm Drainage Improvements;" Exhibit D, marked "Schedule of Sanitary Sewer Improvements;" Exhibit E, marked "Schedule of Water Improvements;" Exhibit F, marked "Schedule of Recycled Water Improvements;" Exhibit G, marked "Schedule of Underground Power and Telephone Improvements;" Exhibit H, marked "Schedule of Erosion Control Improvements;" and Exhibit I, marked "Schedule of Consultant Fees & Services;" all of which Exhibits are incorporated herein and made by reference a part hereof. The estimated cost of the improvements agreed to be performed herein is **THREE HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS AND EIGHT CENTS (\$365,676.08)**.

2. Prior to commencing construction, obtain all necessary environmental clearances, acquire any necessary right-of-way and obtain any necessary permits from any outside agencies.

3. Install or cause to be installed, modify or cause to be modified, any and all erosion and sediment control features, whether temporary or permanent, deemed necessary by the County Engineer to ensure compliance with the Clean Water Act, the Statewide General Permit, and the County Grading, Erosion and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.

4. Complete said improvements no later than (2) years from the Notice to Proceed.

5. Post security acceptable to County as provided in Section 16.16.050 of the Code. In the event that the Sureties issuing the posted securities are subsequently downgraded to a rating unacceptable to County in its sole discretion, Owner shall, upon twenty (20) days written notice by County, post replacement securities that are acceptable to County.

6. Provide for and pay the costs of related civil engineering services, including the costs of inspection and utility relocation when required, and attorneys' fees, costs, and expenses of legal services.

7. Provide deposits for and pay all costs of construction oversight, inspection, administration and acceptance of the work by County in accordance with the County Engineer Fee Schedule adopted by Resolution of County's Board of Supervisors.

8. Have as-built plans prepared by a civil engineer and filed with County's Department of Transportation as provided in Section 16.16.060 of the Code.

9. Repair at Owner's sole cost and expense, any defects, in workmanship or materials, which appear in the work within one (1) year following acceptance of the work by County.

10. To the fullest extent allowed by law, defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages, fines, penalties, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or an account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owner's work, design, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Owner, any Contractor(s), Subcontractor(s), and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of Owner to indemnify and save County harmless includes the duties to defend set forth in California Civil Code, Section 2778.

11. Provide continuous, sufficient access to Owner's successors and assigns, including but not limited to its Surety and Surety's agents, to the Subdivision to enable the public improvements to be constructed and completed. Access shall be continuous until completion of said public improvements, and release by County of the security underlying this Agreement.

12. Agree that said agreement to provide continuous, sufficient access is irrevocable and shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, assigns and personal representatives of Owner.

**COUNTY WILL:**

13. Upon execution of this Agreement and receipt of good and sufficient security as required by Paragraph 4 above and receipt of the appropriate service fees, authorize the Parcel Map improvements described in Paragraph 1 above for construction.

14. Upon receipt of a Certificate from County's Director of Transportation stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally the work so completed and the estimated total cost of completing the remainder of the public improvements agreed upon to be performed herein, accept new security as provided in Section 16.16.040 of the Code.

15. Require Owner to make such alterations, deviations, additions to, or deletions from the improvements agreed to be performed herein and shown and described on the plans, specifications, and cost estimates as may be deemed by County's Director of Transportation to be necessary or advisable for the proper completion or construction of the whole work contemplated.

16. Require Owner to maintain, and to make such alterations, deviations, additions to, or deletions from, the project erosion control features shown and described on the plans, specifications, cost estimates, and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed by County's Director of Transportation to be necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements, and County's Grading, Erosion and Sediment Control Ordinances.

17. Require Owner to pay County for costs and reasonable attorney fees should the County be required to commence an action to enforce the provisions of this Agreement or in enforcing the security obligations provided herein.

**ADDITIONAL TERMS:**

18. Owner shall conform to and abide by all Federal, State, and local building, labor, and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshall, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, the improvement plans and specifications, is to be construed to permit work not conforming to these codes, laws and regulations.

19. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating that the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination or all of these acts, shall not relieve Owner of its obligation to fulfill this Agreement as prescribed; nor shall County be stopped from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.

20. Neither this Agreement, nor any part thereof, or any monies due or to become due hereunder, may be assigned by Owner without written approval of County.

21. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

22. All notices 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 in duplicate and addressed as follows:

To County:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

Attn: James W. Ware  
Deputy Director,  
Transportation Planning & Land  
Development

With a copy to:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

Attn: Tim Prudhel  
Contract Services Officer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Lakehills Community Covenant Church, Inc.  
5145 Golden Foothill Parkway  
El Dorado Hills, CA 95762

Attn: Ron Short, Senior Pastor and  
Chief Executive Officer

or to such other location as Owner directs.

23. The County officer or employee with responsibility for administering this Agreement is James W. Ware, Deputy Director, Transportation Planning and Land Development, Department of Transportation, or successor.

24. Any 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.

25. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

26. This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

**Requesting Department Concurrence:**

By: \_\_\_\_\_  
Richard W. Shepard, P.E.  
Director of Transportation

Dated: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

**--COUNTY OF EL DORADO--**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Cindy Keck,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Deputy Clerk

**--LAKEHILLS COMMUNITY COVENANT  
CHURCH, INC.--**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Ron Short  
Senior Pastor and Chief Executive Officer  
"Owner"

STATE OF CALIFORNIA            )  
  (  
COUNTY OF                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name is subscribed to this instrument, and acknowledged that he (she or 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County & State

STATE OF CALIFORNIA            )  
  (  
COUNTY OF                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name is subscribed to this instrument, and acknowledged that he (she or 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.

WITNESS my hand and official seal.

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Notary Public in and for said County & State