

AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY AND OWNER

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 **LA CANADA 143-25 LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 1200 Melody Lane, Suite 110, Roseville, California 95678 (hereinafter referred to as "Owner"). This Agreement concerns **LA CANADA - UNIT 1, TM 08-1463** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the _____ day of _____, 20__.

RECITALS

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 La Canada - Phase 1A, La Canada - Phase 1B, and La Canada - Ph 1C, TM 08-1463. Owner desires to construct on said property certain public improvements as hereinafter described, in connection with the Subdivision.

In consideration for the complete construction and dedication of all the public improvements specified in this Agreement, the approval and acceptance by County's Board of Supervisors of the Conditions of Approval, and the Final Map to be filed and recorded, the parties agree as follows:

AGREEMENT

OWNER WILL:

1. Make or cause to be made all those public improvements in Subdivision required by Section 120.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications, and cost estimates entitled Improvement Plans for La Canada - Phase 1A, TM 08-1463, Improvement Plans for La Canada - Phase 1B, TM 08-1463, and Improvement Plans for La Canada - Ph 1C, TM 08-1463 which were approved by the County Engineer, Department of Transportation, on September 8, 2017, October 30, 2019, and May 6, 2022, respectively. Attached hereto is Exhibit A, marked "La Canada Phase 1A, 1B, and 1C (24 lots) El Dorado Hills, CA Engineer's Bond Estimate February 2022," and Exhibit B, marked "Certificate of Partial Completion of Subdivision Improvements;" all of which exhibits are incorporated herein and made by reference a part hereof. The Exhibits describe quantities, units, and costs associated with the improvements to be made.

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. Complete the Subdivision improvements contemplated under this Agreement within two (2) years from the date that the Subdivision Final Map is filed with the El Dorado County Board of Supervisors.

4. 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 County's Grading, Erosion, and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.

5. Post security acceptable to County as provided in Section 120.16.050 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 deposit for and pay to County 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 the Board of Supervisors of El Dorado County.

8. Have as-built plans prepared by a civil engineer acceptable to County's Department of Transportation and filed with the Department of Transportation Director as provided in Section 120.16.060 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 and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney's fees and costs incurred, brought for, or on 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 other 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 County, its officers, agents, employees, and representatives, 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.

This duty to indemnify is separate and apart from any insurance requirements and shall not be limited thereto.

11. Enter into another agreement with County for all road improvements to be performed on County property. Such agreement shall also include a requirement that Owner furnish insurance

and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by the County's Risk Management Division.

12. Provide continuous, sufficient access to County, 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.

13. 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:

14. Upon execution of this Agreement and receipt of good and sufficient security as required by Section 120.16.050 of the Code, and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.

15. Upon receipt of a Certificate from County Engineer 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 120.16.040 of the Code.

16. Release the security posted in accordance with Sections 120.16.040 and 120.16.052 of the Code.

17. Require Owner to make such alterations, deviations, additions to, or deletions from, the improvements shown and described on the plans, specifications, and cost estimates as may be deemed by County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated.

18. 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, and cost estimates and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed by County Engineer 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.

19. Upon completion of the public improvements agreed to be performed herein, adopt a resolution accepting or rejecting the streets of said Subdivision into County's road system for maintenance.

20. Retain a portion of the security posted in the amount of ten percent (10%) of the estimated cost of all of the improvements for one (1) year following acceptance of the work by County to secure the repair of any hidden defects in workmanship or materials which may appear.

21. Require Owner to pay County for costs, expenses, and reasonable attorneys' fees to be paid by Owner should County be required to commence an action to enforce the provisions of this Agreement, to enforce the security obligations provided herein, and all attorneys' fees, costs, and expenses of litigation incurred by County even if Owner subsequently proceeds to complete the work.

ADDITIONAL PROVISIONS:

22. The estimated cost of installing all of the improvements is **THREE MILLION FOUR HUNDRED NINETY THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$3,490,524.00).**

23. 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 Marshal, 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 and cost estimates, is to be construed to permit work not conforming to these codes.

24. 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.

25. 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.

26. Neither this Agreement, nor any part thereof may be assigned by Owner without the express written approval of County.

27. 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:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attn.: Adam Bane, P.E.
Supervising Civil Engineer
Transportation Planning
and Land Development

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attn.: Lindsay Tallman
Administrative Analyst

or to such other location as County directs.

Notices to Owner shall be in duplicate and addressed as follows:

La Canada 143-25, LLC
1200 Melody Lane, Suite 110
Roseville, California, 95667

Attn.: Tom Kollen
Project Manager


or to such other location as Owner directs.

28. The County Officer or employee with responsibility for administering this Agreement is Adam Bane, P.E., Supervising Civil Engineer, Transportation Planning and Land Development, Department of Transportation, or successor.

29. 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.

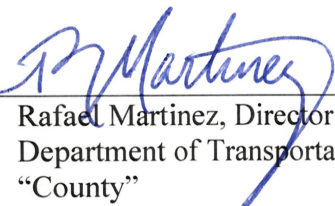
30. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Requesting Contract Administrator Concurrence:

By: 
Adam Bane, P.E.
Supervising Civil Engineer
Transportation Planning
and Land Development
Department of Transportation

Dated: 7-21-23

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation
"County"

Dated: 8/1/23

IN WITNESS WHEREOF, the parties hereto 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"

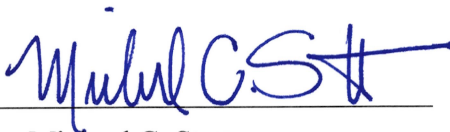
Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

**--LA CANADA 143-25 LLC--
--a California Limited Liability Company--**

By: La Jolla Pacific Investments, LLC
a California Limited Liability Company
its Managing Member

By: 
Michael C. Stettner
Managing Member
"Owner"

Dated: MAY 25, 2023

Notary Acknowledgment Attached

OWNER

ACKNOWLEDGMENT

State of California

County of Sacramento

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.

On May 25, 2023 before me, Alisha Senter, notary public,
(here insert name and title of the officer)

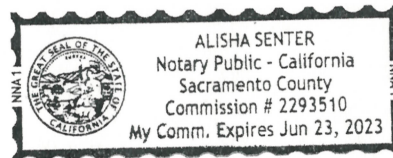
personally appeared Michael C. Stettner,

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 Alisha Senter



(Seal)

Exhibit A



ENGINEERING SOLUTIONS ■



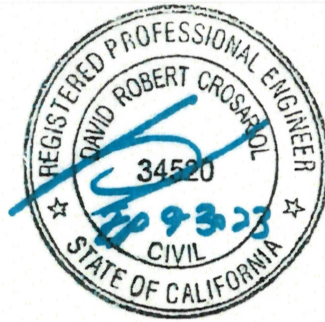
La Canada Phase 1A, 1B, and 1C (24 lots)
El Dorado Hills, CA
Engineer's Bond Estimate
February 2022

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
EARTHWORK					
1	Clear and Grub	15.7	ac	\$1,850.00	\$29,045
2	Excavation	63,090	cy	\$11.50	\$725,535
3	Finish Pads	24	lot	\$350.00	\$8,400
4	Tree Protection Fencing	10,470	lf	\$4.10	\$42,927
5	Tree Removal	11.65	ac	\$4,700.00	\$54,755
6	Rockery Wall	1,950	sf	\$14.75	\$28,763
				Subtotal	\$889,425
EROSION CONTROL					
7	Erosion Control/SWPPP	24	lot	\$2,300.00	\$55,200
8	Fugitive Dust Control	24	lot	\$700.00	\$16,800
				Subtotal	\$72,000
STREETS & MISCELLANEOUS					
9	3" A.C.	95,400	sf	\$2.40	\$228,960
10	8" A.B.	95,400	sf	\$2.00	\$190,800
11	6" PCC Concrete	130	sf	\$7.50	\$975
12	4" AB (Shoulder)	18,525	sf	\$1.25	\$23,156
13	Type "A" AC Dike	560	lf	\$10.00	\$5,600
14	Type "E" A.C. Dike	3,260	lf	\$4.00	\$13,040
15	Type "D" CalTrans Curb	2,315	lf	\$22.00	\$50,930
16	EID Access Driveways	2,500	sf	\$4.00	\$10,000
17	Street Sign	1	ea	\$440.00	\$440
18	Stop Sign and Bar	1	ea	\$762.00	\$762
19	Fire Dept. "No Parking" Signs	15	ea	\$400.00	\$6,000
				Subtotal	\$530,663
DRAINAGE					
20	12" Drain	265	lf	\$48.00	\$12,720
21	18" HDPE	1,145	lf	\$61.00	\$69,845
22	12" F.E.S.	2	ea	\$1,040.00	\$2,080
23	18" F.E.S.	3	ea	\$1,220.00	\$3,660
24	Caltrans Type G4 DI	11	ea	\$3,900.00	\$42,900
25	CalTrans DI (Type GT4)	1	ea	\$5,000.00	\$5,000
26	36" OMPI	2	ea	\$4,000.00	\$8,000
27	48" Manhole	2	ea	\$6,400.00	\$12,800
28	Storm Filter Box (Contech)	4	ea	\$10,000.00	\$40,000
29	RSP Backing No. 1	16.5	cy	\$100.00	\$1,650
30	Fabric Lined Ditch	10,040	sy	\$15.00	\$150,600
31	Rock Lined Ditch	1,115	lf	\$32.00	\$35,680
32	T.V. Storm Drain	1,410	lf	\$2.05	\$2,891
				Subtotal	\$387,826
DOMESTIC WATER					
33	8" Line Including Fittings C900 (DR-18)	500	lf	\$61.00	\$30,500
34	10" Line Including Fittings C900 (DR-14)	960	lf	\$126.00	\$120,960
35	10" Line Including Fittings C900 (DR-18)	2,350	lf	\$126.00	\$296,100
36	8" Gate Valve	2	ea	\$2,187.00	\$4,374
37	10" Gate Valve	7	ea	\$2,776.00	\$19,432
38	4" Blow Off Valve	2	ea	\$4,125.00	\$8,250
39	Fire Hydrant Assembly (Incl. Valve & Line)	6	ea	\$6,708.00	\$40,248
40	Water Service	27	ea	\$3,099.00	\$83,673
41	Connect to Existing	3	ea	\$2,500.00	\$7,500
				Subtotal	\$459,577

3233 Monier Circle ■ Rancho Cordova, CA 95742 ■ T (916) 638-0919 ■ F (916) 638-2479 ■ www.ctaes.net

La Canada 143-25 LLC

AGMT 22-55014
Exhibit A
25-2004 B 9 of 11



Item No.	Description	Quantity	Unit	Unit Price	Total Amount
DRY UTILITIES					
42	Dry Utilities	24	lol	\$8,050.00	\$193,200
				Subtotal	\$193,200
SALMON FALLS ROAD ENCROACHMENT					
GRADING					
1	Clear and Grub	0.35	ac	\$1,850.00	\$648
2	Excavation	3,255	cy	\$11.50	\$37,433
3	Tree Protection Fencing	400	lf	\$4.10	\$1,640
				Subtotal	\$39,720
STREET IMPROVEMENTS					
4	3" A.C.	6,870	sf	\$2.40	\$16,488
5	8" A.B.	6,870	sf	\$2.00	\$13,740
6	Type "A" A.C. Dike	410	lf	\$10.00	\$4,100
7	Street Sign	1	ea	\$400.00	\$400
8	Stop Sign and Bar	1	ea	\$762.00	\$762
				Subtotal	\$35,490
DRAINAGE IMPROVEMENTS					
9	12" HDPE	70	lf	\$48.00	\$3,360
10	18" HDPE	80	lf	\$61.00	\$4,880
11	Caltrans DI (Type G4)	2	ea	\$3,900.00	\$7,800
12	48" Manhole	1	ea	\$6,400.00	\$6,400
13	Headwall/Structural D89 includes RSP	1	ea	\$8,000.00	\$8,000
				Subtotal	\$30,440
				Estimated PFA Construction Cost	\$105,650
				Mobilization (5% of Estimated PFA Construction Cost)	\$5,283
				Total PFA Improvement Cost	\$110,933
				Mobilization (5%)	\$126,635
				Estimated Direct Construction Cost	\$2,770,257
SOFT COSTS					
A	Bond Enforcement Costs	2%			\$55,405
B	Construction Staking	4%			\$110,810
C	Construction Management & Inspection	10%			\$277,026
D	Contingency	10%			\$277,026
				Subtotal Soft Cost	\$720,267
				Total Estimated Cost	\$3,490,524
<div style="display: flex; justify-content: space-between;"> <div> <p>EDC - DOT: No Exceptions Taken</p> <p>EID: No Exceptions Taken</p> </div> <div> <p>3-14-22</p> <p>Date</p> <p>3/14/22</p> <p>Date</p> </div> </div>					



Exhibit B

Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for La Canada - Unit 1, TM-08-1463 have been completed, to wit:

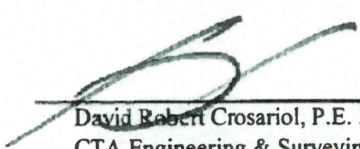
	Total Amount	Percent Completed	Remaining Amount
La Canada Phase 1A, 1B, and 1C			
Earthwork	\$ 889,425.00	80%	\$ 177,885.00
Erosion Control	\$ 72,000.00	80%	\$ 14,400.00
Streets & Miscellaneous	\$ 530,663.00	0%	\$ 530,663.00
Drainage	\$ 387,826.00	80%	\$ 77,565.20
Domestic Water	\$ 459,577.00	60%	\$ 183,830.80
Dry Utilities	\$ 193,200.00	0%	\$ 193,200.00
Mobilization (5%)	\$ 126,635.00		\$ 126,635.00
Total Direct Construction Cost	\$ 2,659,326.00		\$ 1,304,179.00
Salmon Falls Road Encroachment			
Grading	\$ 39,720.00	90%	\$ 3,972.00
Street Improvements	\$ 35,490.00	0%	\$ 35,490.00
Drainage Improvements	\$ 30,440.00	90%	\$ 3,044.00
Mobilization (5%)	\$ 5,283.00		\$ 5,283.00
Total Direct Construction Cost	\$ 110,933.00		\$ 47,789.00
Bond Enforcement (2%)	\$ 55,405.00		\$ 27,039.00
Construction Staking (4%)	\$ 110,810.00		\$ 54,079.00
Construction Management & Inspection (10%)	\$ 277,026.00		\$ 135,197.00
Contingency (10%)	\$ 277,026.00		\$ 135,197.00
Total	\$ 3,490,524.00		\$ 1,703,478.00

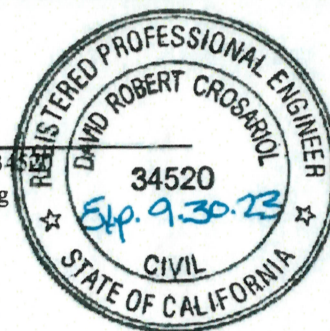
I estimate the total cost of completing the improvements agreed to be performed by the Owner to be **Three Million Four Hundred Ninety Thousand Five Hundred Twenty-Four Dollars and Zero Cents (\$3,490,524.00)**.

The amount of the Performance Bond is **One Million Seven Hundred Three Thousand Four Hundred Seventy-Eight Dollars and Zero Cents (\$1,703,478.00)**, representing 100% of the Total Remaining Amount.

The amount of the Laborers and Materialmens Bond is **One Million Seven Hundred Forty-Five Thousand Two Hundred Sixty-Two Dollars and Zero Cents (\$1,745,262.00)**, which is 50% of the Total Cost of the Improvements.


DATED: 3-27-23


David Robert Crosariol, P.E. 34520
CTA Engineering & Surveying
3233 Monier Circle
Rancho Cordova, CA 95742



ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 3-27-23


Adam Bane, P.E.
Supervising Civil Engineer
Transportation Planning & Land Development