

# ORIGINAL

**AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS**  
**FOR CLASS 1 SUBDIVISION**  
**BETWEEN COUNTY AND OWNER**  
**AGMT #13-53765**

**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 **STANDARD PACIFIC CORP.**, a Delaware corporation, duly qualified to conduct business in the State of California, whose corporate address is 160 Greentree Drive, Suite 101, City of Dover, Delaware 19904, and whose local office address is 3650 Industrial Boulevard #140, West Sacramento, California 95691 (hereinafter referred to as "Owner"); concerning **PROMONTORY VILLAGE CENTER LOT H, TM 06-1423** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 5 day of Nov., 2013.

## **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 **Promontory Village Center Lot H, TM 06-1423**. 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 16.16.010 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 Promontory Village Center Lot H Unit 1, TM 06-1423 which were approved by the County Engineer, Community Development Agency, Transportation Division, (Transportation Division) on August 9, 2013. Attached hereto are Exhibit A, marked "Schedule of Street Improvements;" Exhibit B, marked "Schedule of Drainage Improvements;" Exhibit C, marked "Schedule of Sewer Improvements;" Exhibit D, marked "Schedule of Water Improvements;" Exhibit E, marked "Certification of Partial Completion of 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 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 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 Engineer and filed with the Transportation Director 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, Owner shall 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. Owner shall 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 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 16.16.050 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 16.16.040 of the Code.

16. Release the security posted in accordance with Sections 16.16.040 and 16.16.052 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 **ONE MILLION SEVEN HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-TWO DOLLARS AND NINETY-EIGHT CENTS (\$1,744,722.98).**

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  
Community Development Agency  
Transportation Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Bard R. Lower  
Transportation Division Director

County of El Dorado  
Community Development Agency  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Gregory Hicks  
Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Standard Pacific Homes  
3650 Industrial Boulevard, #140  
West Sacramento, California 95691  
Attn.: Linda Heffelfinger  
Consultant

or to such other location as Owner directs.

28. The County officer or employee with responsibility for administering this Agreement is Bard R. Lower, Transportation Division Director, Community Development Agency 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 and Division Concurrence:**

By: Bard R. Lower  
Bard R. Lower  
Transportation Division Director  
Community Development Agency

Dated: 10/7/13

**Requesting Department Concurrence:**

By: Kimberly A. Kerr  
Kimberly A. Kerr, Acting Director  
Community Development Agency

Dated: 10/8/13

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By:   
\_\_\_\_\_  
**RON BRIGGS**  
Board of Supervisors  
"County"

Dated: 11/5/13

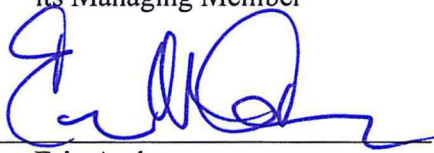
Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
\_\_\_\_\_  
Deputy Clerk

Dated: 11/5/13

-- STANDARD PACIFIC, CORP.  
a Delaware Corporation --

By: Standard Pacific Homes,  
a California Corporation,  
its Managing Member

By:   
\_\_\_\_\_  
Eric Anderson  
Vice President – Land Acquisition  
"Owner"

Dated: 9-19-13

*Notary Acknowledgment Attached*

OWNER

ACKNOWLEDGMENT

State of California

County of Yolo

On 9/19/13 before me, Trina Johnson  
(here insert name and title of the officer)

personally appeared Eric Anderson

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 [Handwritten Signature]



(Seal)



PROMONTORY VILLAGE CENTER LOT H, TM06-1423

Exhibit A  
SCHEDULE OF STREET IMPROVEMENTS

Item Description	Qty.	Unit	Unit Cost	Total Cost
Clear and Grub	10	ac	\$2,500.00	\$25,000.00
Excavation	49,633	cy	6.00	297,798.00
Finished Pads	64	ea	350.00	22,400.00
MSE (Keystone)	2287	sf	80.00	182,960.00
Retaining Walls – Block (Avg. Height: 4')	7691	sf	26.00	199,966.00
3" AC	27,212	sf	2.05	55,784.60
8" AB	27,212	sf	2.75	74,833.00
Type 1 Rolled Curb and Gutter	1,963	lf	30.50	59,871.50
Type 3 Barrier Curb	28	lf	15.25	427.00
Sidewalk, 4" PCC	4,606	sf	6.10	28,096.60
Extra for Handicapped Ramp	2	ea	2,000.00	4,000.00
Barricade	20	lf	50.80	1,016.00
Gate	2	ea	1,000.00	2,000.00
Stop Sign w/Pavement Marking	1	ea	762.00	762.00
Street Sign	3	ea	406.40	1,219.20
Erosion Control Measures & SWPPP Compliance	64	lots	2,000.00	128,000.00
Dust Control	64	lots	625.00	40,000.00
<b>Subtotal Street Improvements</b>				<b>1,124,133.90</b>
Bond Enforcement Costs		2%		\$22,482.68
Construction Staking		4%		\$44,965.36
Construction Management		10%		\$112,413.39
Contingency		10%		\$112,413.39
Inspection		4%		\$44,965.36
<b>Total Street Improvements</b>				<b>\$1,461,374.07</b>

PROMONTORY VILLAGE CENTER LOT H, TM06-1423

Exhibit B  
SCHEDULE OF DRAINAGE IMPROVEMENTS

Item Description	Qty.	Unit	Unit Cost	Total Cost
12" Storm Drain HDPE	81	lf	\$50.80	\$4,114.80
12" Storm Drain HDPE	23	ea	53.35	1,227.05
12" Storm Drain HDPE	472	ea	55.90	26,384.80
Standard Type "B" Drop Inlet	6	ea	1,016.00	6,096.00
Standard Grated Inlet	1	ea	3,600.00	3,600.00
48" Manhole	2	ea	3,048.00	6,096.00
Rock Outlet Protection	3	ea	121.95	365.85
TV Inspection	576	lf	2.05	1,180.80
<b>Subtotal Drainage Improvements</b>				49,065.30
Bond Enforcement Costs		2%		\$981.31
Construction Staking		4%		\$1,962.61
Construction Management		10%		\$4,906.53
Contingency		10%		\$4,906.53
Inspection		4%		\$1,962.61
<b>Total Drainage Improvements</b>				\$63,784.89

PROMONTORY VILLAGE CENTER LOT H, TM06-1423

Exhibit C  
SCHEDULE OF SEWER IMPROVEMENTS

Item Description	Qty.	Unit	Unit Cost	Total Cost
6" Line PVC SDR-35	954	ac	\$40.65	\$38,780.10
Standard 48" Manhole	7	cy	2,540.00	17,780.00
4" Service	28	ea	508.00	14,224.00
Backwater Valve	16	sf	500.00	8,000.00
Cleanout	2	sf	508.00	1,016.00
Connect to Existing	1	sf	3,600.00	3,600.00
TV Inspection	954	lf	2.05	1,955.70
<b>Subtotal Sewer Improvements</b>				85,355.80
Bond Enforcement Costs		2%		\$1,707.12
Construction Staking		4%		\$3,414.23
Construction Management		10%		\$8,535.58
Contingency		10%		\$8,535.58
Inspection		4%		\$3,414.23
<b>Total Sewer Improvements</b>				\$110,962.54

PROMONTORY VILLAGE CENTER LOT H, TM06-1423

Exhibit D  
SCHEDULE OF WATER IMPROVEMENTS

Item Description	Qty.	Unit	Unit Cost	Total Cost
6" Line inclding Fittings	1277	lf	\$35.60	\$45,461.20
6" Gate Valve	10	ea	905.50	9,055.00
Fire Hydrant Assembly	1	ea	2,540.00	2,540.00
2" BOV	6	ea	711.20	4,267.20
1" ARV	6	ea	965.20	5,791.20
1" Water Service	27	ea	475.00	12,825.00
Connect to Existing	2	ea	1,800.00	3,600.00
<b>Subtotal Water Improvements</b>				<b>83,539.60</b>
Bond Enforcement Costs		2%		\$1,670.79
Construction Staking		4%		\$3,341.58
Construction Management		10%		\$8,353.96
Contingency		10%		\$8,353.96
Inspection		4%		\$3,341.58
<b>Total Water Improvements</b>				<b>\$108,601.48</b>

## Exhibit E

### CERTIFICATION OF PARTIAL COMPLETION OF IMPROVEMENTS

I hereby certify that the following improvements in the Promontory Village Center Lot H - Unit 1, TM 06-1423 Subdivision have been completed, to wit:

	Total Amount	Percent Complete	Remaining Amount
Street Improvements	\$1,461,374.07	0%	\$1,461,374.07
Drainage Improvements	\$63,784.89	0%	\$63,784.89
Sewer Improvements	110,962.54	0%	\$110,962.54
Water Improvements	108,601.48	0%	\$108,601.48
<b>Totals</b>	<b>\$1,744,722.98</b>		<b>\$1,744,722.98</b>

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **One Million Seven Hundred Forty-four Thousand Seven Hundred Twenty-Two dollars and 98 cents (\$1,744,722.98)**.

The Performance Bond is for the amount of **One Million Seven Hundred Forty-four Thousand Seven Hundred Twenty-Two dollars and 98 cents (\$1,744,722.98)**.

The Laborers and Materialmens Bond is for the amount of **Eight Hundred Seventy-Two Thousand Three Hundred Sixty-One dollars and 49 cents (\$872,361.49)**.

DATED: 8-21-13



Subdivision Engineer  
David R. Crosariol, RCE 34520  
CTA Engineering & Surveying  
3233 Monier Circle  
Rancho Cordova, Ca 95742



ACCEPTED BY THE COUNTY  
OF EL DORADO

DATED: 10/07/13



John H. Kahling IV, P.E.  
Deputy Director, Construction  
Community Development Agency  
Transportation Division