

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 **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 1025 Creekside Ridge Drive, Suite 240, Roseville, California 95678 (hereinafter referred to as "Owner"). This Agreement concerns the **PROMONTORY VILLAGE 7 – UNIT 1, TM 16-1530** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 6 day of December 2022

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 7 – UNIT 1, TM 16-1530**. 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 Promontory Village 7 – Unit 1 TM 16-1530" which were approved by the County Engineer, Department of Transportation, on February 19, 2021. Attached hereto is Exhibit A, marked "Improvement Plans for Promontory Village 7 – Unit 1 (TM16-1530) Preliminary Bond Estimate October 20, 2020," 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 attorneys 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 **FIVE MILLION ONE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$5,148,899.00)**.

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 addressed as follows:

Lennar Homes of California, LLC
1025 Creekside Ridge Drive, Suite 240
Roseville, California 95678

Attn: Larry Gualco
Sr. Vice President


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: 8-5-22

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 8/5/22

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: Roni Parlin

Dated: 12-6-22

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Hyman
Deputy Clerk

Dated: 12-6-22

-- LENNAR HOMES OF CALIFORNIA, LLC --
-- a California limited liability company --

By: Larry Gualco
Larry Gualco
Sr. Vice President
"Owner"

Dated: 7/21/2022

Notary Acknowledgment Attached

ACKNOWLEDGMENT

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.

State of California
County of Placer)

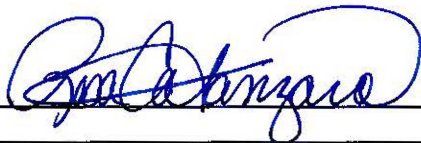
On July 21, 2022 before me, Rosa Catanzaro, Notary Public
(insert name and title of the officer)

personally appeared Larry Gualco,
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



(Seal)

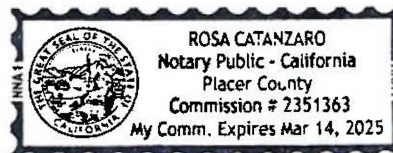


Exhibit A



Improvement Plans for
Promontory Village 7 - Unit 1 (TM16-1530)
Preliminary Bond Estimate
 October 20, 2020

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
DEMOLITION					
1	Sawcut & Remove (E) Pvmt Sec (7A-Dr)	48	sf	\$0.61	\$29
2	Sawcut & Remove (E) Surface Imps (Beatty Dr)	700	sf	\$0.61	\$427
3	2" AC Grind & Overlay (7A-DR)	361	sf	\$3.20	\$1,155
4	2" AC Grind & Overlay (Beatty Dr)	1,330	sf	\$3.20	\$4,256
5	Remove Street Barricade	1	ea	\$500.00	\$500
6	Type II Micro Surface	4,460	sf	\$1.35	\$6,021
7	Remove 24" SD	27	lf	\$15.00	\$405
8	Trenching in (E) Pavement (Remove & Replace AC/AB)	47	lf	\$13.00	\$611
9	Remove Striping	279	lf	\$0.50	\$140
				Subtotal	\$13,544
GRADING					
10	Clear and Grub	21.6	ac	\$1,800.00	\$38,880
11	Excavation	122,880	cy	\$11.30	\$1,388,544
12	4' Tall Orange Construction Fencing	6,590	lf	\$4.10	\$27,019
13	Basalite Retaining Walls	7,767	sf	\$28.20	\$219,029
14	CMU Retaining Walls	587	sf	\$28.20	\$16,553
15	Rockery Retaining Walls	14,531	sf	\$14.50	\$210,700
16	Finish Pads	32	lot	\$350.00	\$11,200
				Subtotal	\$1,911,925
EROSION CONTROL					
17	Erosion Control Measures & SWPPP Compliance	32	lot	\$2,255.00	\$72,160
18	Fugitive Dust Control	32	lot	\$700.00	\$22,400
				Subtotal	\$94,560
STREETS & MISCELLANEOUS					
19	Traffic Control	1	ls	\$2,500.00	\$2,500
20	3" A.C.	41,224	sf	\$2.35	\$96,876
21	3.5" A.C. (7A-Dr)	9,382	sf	\$2.70	\$25,331
22	5.5" AB	34,058	sf	\$1.15	\$39,167
23	6" AB (Service Rd)	22,025	sf	\$1.25	\$27,531
24	8.5" A.B.	7,166	sf	\$2.10	\$15,049
25	9.5" A.B. (7A-Dr)	9,382	sf	\$2.30	\$21,579
26	Curb and Gutter Type 1 & 2	3,836	lf	\$22.50	\$86,310
27	Barrier Curb, Type 3	106	lf	\$18.00	\$1,908
28	Entrance Island Curb	29	lf	\$18.00	\$522
29	4" PCC Sidewalk/ 4" AB	8,736	sf	\$5.75	\$50,232
30	6" PCC Valley Gutter/ 4" AB w/ Reinforcement	877	sf	\$19.00	\$16,663
31	Decorative Concrete	386	sf	\$19.00	\$7,334
32	Curb Ramps Including Barrier Curbs	8	ea	\$1,500.00	\$12,000
33	Street Barricade w/ Gate	1	ea	\$1,750.00	\$1,750
34	4' high Tube Steel Fence	400	lf	\$17.00	\$6,800
35	Stop Sign w/ Street Sign	3	ea	\$1,330.00	\$3,990
36	Street Signs	1	ea	\$430.00	\$430

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ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
37	No Parking Signs	33	ea	\$430.00	\$14,190
38	"Do Not Enter" Sign	1	ea	\$430.00	\$430
39	"Road Ends" Sign	1	ea	\$430.00	\$430
40	Striping (Beatty Drive)	279	lf	\$0.50	\$140
41	No Parking Striping	240	lf	\$0.50	\$120
				Subtotal	\$431,281
DRAINAGE IMPROVEMENTS					
42	12" Storm Drain	140	lf	\$47.00	\$6,580
43	18" Storm Drain	1,381	lf	\$60.00	\$82,860
44	24" Storm Drain	310	lf	\$82.00	\$25,420
45	18" F.E.S.	2	ea	\$1,200.00	\$2,400
46	24" F.E.S.	1	lf	\$1,360.00	\$1,360
47	24" Access Control Rack	1	ea	\$750.00	\$750
48	Modified Type GO D.I.	2	ea	\$4,800.00	\$9,600
49	Modified Type GO D.I. w/ Side Opening & Grouted RSP	4	ea	\$4,800.00	\$19,200
50	Modified Type GO D.I. w/ Steel Plate	1	ea	\$4,000.00	\$4,000
51	Modified Type GO D.I. w/ CIP Base, Side Openings, & Grouted RSP	1	ea	\$4,800.00	\$4,800
52	Modified Type GO D.I. w/ CIP Base and Steel Plate	1	ea	\$4,000.00	\$4,000
53	Type B D.I.	4	ea	\$3,350.00	\$13,400
54	Type B D.I. w/ Steel Plate	1	ea	\$2,800.00	\$2,800
55	Type GMP Inlet w/ Apron	1	ea	\$1,750.00	\$1,750
56	Type OMP Inlet w/ Apron	2	ea	\$1,500.00	\$3,000
57	48" Storm Drain Manhole	10	ea	\$6,300.00	\$63,000
58	48" Storm Drain Manhole w/ 24" Grate & Apron	1	ea	\$7,000.00	\$7,000
59	48" Storm Drain Manhole w/ 36" Grate & Apron	2	ea	\$7,000.00	\$14,000
60	Ditch - Temporary Fabric Lined	343	lf	\$20.00	\$6,860
61	Ditch - Detail I	414	lf	\$25.00	\$10,350
62	Ditch - Detail II Grouted	28	lf	\$60.00	\$1,680
63	Ditch - Detail III	1,952	lf	\$75.00	\$146,400
64	Ditch - Detail III Grouted	20	lf	\$115.00	\$2,300
65	Ditch - Detail IV	360	lf	\$60.00	\$21,600
66	Ditch - Detail V	351	lf	\$50.00	\$17,550
67	Ditch - Detail VI	1,353	lf	\$35.00	\$47,355
68	Ditch - Detail VII	745	lf	\$60.00	\$44,700
69	Ditch - Detail VII Grouted	10	lf	\$90.00	\$900
70	Ditch - Detail VIII	488	lf	\$30.00	\$14,640
71	Ditch - Detail IX	314	lf	\$40.00	\$12,560
72	Ditch - Detail X	247	lf	\$20.00	\$4,940
73	Ditch - Roadside	1,830	lf	\$15.00	\$27,450
74	Ditch Intersections	4	ea	\$350.00	\$1,400
75	Outlet Dissipator	6	ea	\$1,500.00	\$9,000
76	EDC T-504	1	ea	\$735.00	\$735

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Promontory Village 7 - Unit 1 (TM16-1530)
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ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
77	Connect to (E) Storm Drain	2	ea	\$2,500.00	\$5,000
78	T.V. Storm Drain	1,831	lf	\$2.30	\$4,211
				Subtotal	\$645,551
SANITARY SEWER					
79	6" Gravity Sewer	1,583	lf	\$71.00	\$112,393
80	Green Plastic Sleeve	116	lf	\$10.00	\$1,160
81	48" SS Manhole	7	ea	\$7,057.00	\$49,399
82	48" SS Drop Manhole w/ Lining	1	ea	\$11,500.00	\$11,500
83	Sewer Cleanout	1	ea	\$911.00	\$911
84	48" SS Manhole w/ Lining	1	ea	\$10,368.00	\$10,368
85	48" SS Manhole w/ Lining & CIP Base	2	ea	\$13,000.00	\$26,000
86	Line (E) SS Manhole	1	ea	\$4,500.00	\$4,500
87	AB Pad for Manhole	11	ea	\$200.00	\$2,200
88	Sewer Services	32	ea	\$1,950.00	\$62,400
89	Adjust (E) Manhole Rim to Grade	1	ea	\$1,500.00	\$1,500
90	Connect to (E) Sewer	3	ea	\$2,500.00	\$7,500
91	T.V. Sewer	1,583	lf	\$2.30	\$3,641
				Subtotal	\$293,472
DOMESTIC WATER					
92	6" Pipe Including Fittings (FH Lead)	95	lf	\$62.00	\$5,890
93	8" Pipe Including Fittings	2,044	lf	\$54.00	\$110,376
94	10" Pipe Including Fittings	34	lf	\$65.00	\$2,210
95	8" Gate Valve	7	ea	\$1,922.00	\$13,454
96	10" Gate Valve	1	ea	\$2,457.00	\$2,457
97	12" Gate Valve	2	ea	\$2,785.00	\$5,570
98	Water Service	32	ea	\$1,521.00	\$48,672
99	2" Air Release Valve	2	ea	\$4,877.00	\$9,754
100	2" Blow Off Valve	1	ea	\$2,087.00	\$2,087
101	4" Blow Off Valve	1	ea	\$3,153.00	\$3,153
102	Fire Hydrant & Appurtenances	6	ea	\$6,149.00	\$36,894
103	2" Irrigation Service	1	ea	\$2,915.00	\$2,915
104	2" RP Assembly	1	ea	\$2,270.00	\$2,270
105	Connect to (E) Water	2	ea	\$1,500.00	\$3,000
				Subtotal	\$248,702
DRY UTILITIES					
106	Includes - Joint Utility Trench, Utility Services, Conduit & Service Boxes and Wiring & Transformer	32	lot	\$7,900.00	\$252,800
				Subtotal	\$252,800
				Estimated Direct Construction Cost	\$3,891,836
				Mobilization (5% of Estimated Direct Construction Cost)	\$194,592
				Total Hard Cost	\$4,086,428

Improvement Plans for
Promontory Village 7 - Unit 1 (TM16-1530)
Preliminary Bond Estimate
 October 20, 2020

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
SOFT COSTS					
A	Bond Enforcement Costs	2%			\$81,729
B	Construction Staking	4%			\$163,457
C	Construction Management & Inspection	10%			\$408,643
D	Contingency	10%			\$408,643
Total Soft Cost					\$1,062,471
Total Estimated Cost					\$5,148,899

Deek Rademach 11/10/2020
 EDC - DOT: No Exceptions Taken Date

Gregory S. Stedfield 10/20/20
 EID: No Exceptions Taken Date

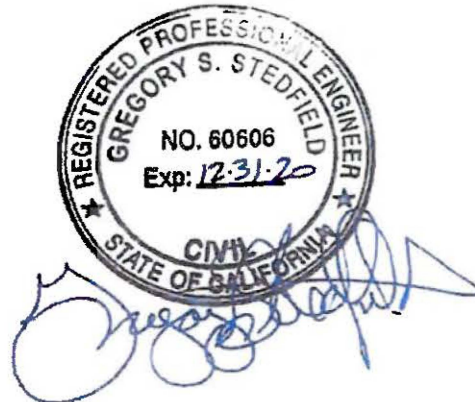


Exhibit B

Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for Promontory Village 7 - Unit 1 TM 16-1530 have been completed, to wit:

	Total Amount	Percent Completed	Remaining Amount
Demolition	\$ 13,544.00	0%	\$ 13,544.00
Grading	\$ 1,911,925.00	90%	\$ 191,192.50
Erosion Control	\$ 94,560.00	85%	\$ 14,184.00
Street & Miscellaneous	\$ 431,281.00	0%	\$ 431,281.00
Drainage Improvements	\$ 645,551.00	90%	\$ 64,555.10
Sanitary Sewer	\$ 293,472.00	90%	\$ 29,347.20
Domestic Water	\$ 248,702.00	0%	\$ 248,702.00
Dry Utilities	\$ 252,800.00	0%	\$ 252,800.00
Mobilization (5%)	\$ 194,592.00		\$ 194,592.00
Bond Enforcement (2%)	\$ 81,729.00		\$ 81,729.00
Construction Staking (4%)	\$ 163,457.00		\$ 163,457.00
Construction Management & Inspection (10%)	\$ 408,643.00		\$ 408,643.00
Contingency (10%)	\$ 408,643.00		\$ 408,643.00
Total	\$ 5,148,899.00		\$ 2,502,669.80

I estimate the total cost of completing the improvements agreed to be performed by the Owner to be **Five Million One Hundred Forty-Eight Thousand Eight Hundred Ninety-Nine Dollars and No Cents**

The amount of the Performance Bond is **Two Million Five Hundred Two Thousand Six Hundred Sixty-Nine Dollars and Eighty Cents (\$2,502,669.80)**, representing 100% of the Total Remaining Amount.

The amount of the Laborers and Materialmens Bond is **Two Million Five Hundred Seventy-Four Thousand Four Hundred Forty-Nine Dollars and Fifty Cents (\$2,574,449.50)**, which is 50% of the Total Cost of the Improvements.

DATED: 7/1/22



 Gregory S. Stedfield, P.E. 60606
 ETA Engineering & Surveying
 3233 Monier Circle
 Rancho Cordova, CA 95742

ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 7-8-22



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