

# ORIGINAL

**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, INC.**, a Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1420 Rocky Ridge Drive, #320, Roseville, California 95661 (hereinafter referred to as "Owner"); concerning **CARSON CREEK UNIT 3, PHASE 1, TM14-1519** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**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 **CARSON CREEK UNIT 3, PHASE 1**. 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 Carson Creek – Unit 3 Phase 1, which were approved by the County Engineer, Community Development Agency, Transportation Division, on August 2, 2016. Attached hereto is Exhibit A, marked "Engineer's Opinion of Probable Construction Cost;" which is incorporated herein and made by reference a part hereof. The Exhibit describes 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 Community Development Agency, Transportation Division and filed with the Transportation Division 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 the 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 the 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 the 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, Nine Hundred Forty-Three Thousand Four Hundred Ninety-Five Dollars and Eighty Cents (\$3,943,495.80)**.

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, CA 95667

Attn.: Andrew S. Gaber, P.E.  
Deputy Director  
Development/ROW/Environmental

County of El Dorado  
Community Development Agency  
Transportation Division  
2850 Fairlane Court  
Placerville, CA 95667

Attn.: Adam Bane, P.E.  
Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Lennar Homes of California, Inc.  
1420 Rocky Ridge Drive, #320  
Roseville, California 95661  
Attn.: Larry Gualco  
Vice President

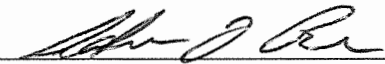
or to such other location as Owner directs.

28. The County officer or employee with responsibility for administering this Agreement is Andrew S. Gaber, P.E., Deputy Director, Development/ROW/ Environmental, 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.

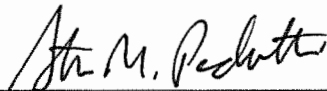
30. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Requesting Division and Contract Administrator Concurrence:**

By:   
Andrew S. Gaber, P.E.  
Deputy Director  
Development/ROW/Environmental  
Community Development Agency

Dated: 10-18-16

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 10/19/16

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: \_\_\_\_\_

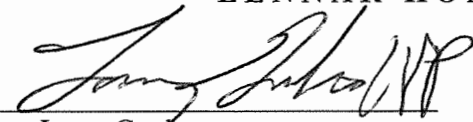
Board of Supervisors  
"County"

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

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

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

--LENNAR HOMES OF CALIFORNIA, INC.--

By:   
Larry Gualco  
Vice President  
"Owner"

Dated: 10/10/16

*Notary Acknowledgment Attached*

OWNER

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 Oct. 10, 2016 before me, Monique Reynolds, Notary Public  
(here insert name and title of the officer)

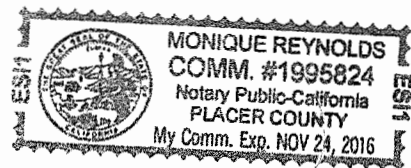
personally appeared Larry Gualco

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 Monique Reynolds



(Seal)

## Exhibit A

**Improvement Plans for Carson Creek Unit 3 - Phase 1  
 Engineer's Opinion of Probable Construction Cost  
 May 31, 2016**

Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
<b>ONSITE</b>					
<b>GRADING</b>					
1	Finish Pads	86	LOT	\$200.00	\$17,200.00
2	Bio-Swale Grading	11,270	SF	\$5.00	\$56,350.00
				<b>Subtotal</b>	<b>\$73,550.00</b>
<b>EROSION CONTROL AND FUGITIVE DUST</b>					
3	Erosion Control & SWPPP	86	LOT	N/A[1]	N/A[1]
4	Fugitive Dust Control	86	LOT	N/A[1]	N/A[1]
				<b>Subtotal</b>	<b>N/A[1]</b>
<b>STREET IMPROVEMENTS</b>					
5	3"AC	104,095	SF	\$1.75	\$182,166.25
6	8" AB	104,095	SF	\$1.75	\$182,166.25
7	Type 1 - Rolled Curb and Gutter	6,425	LF	\$20.00	\$128,500.00
8	Modified Type 2 - Vertical Curb & Gutter	765	LF	\$22.00	\$16,830.00
9	Modified Type 1 - Rolled Curb and Gutter	330	LF	\$22.00	\$7,260.00
10	Type 3 - Set flush	160	LF	\$16.00	\$2,560.00
11	Type 3 - Median/Barrier Curb	115	LF	\$16.00	\$1,840.00
12	Concrete Sidewalk	19,240	SF	\$5.10	\$98,124.00
13	12" All weather access road	185	SF	\$2.43	\$449.55
14	Fire Lane - No Parking Sign	19	EA	\$400.00	\$7,600.00
15	Fire - No Parking Paint and Misc. Striping	1	LS	\$10,000.00	\$10,000.00
16	Handicap ramp	25	EA	\$1,190.00	\$29,750.00
17	Stop Bar and "STOP" sign	14	EA	\$800.00	\$11,200.00
18	Street Sign	10	EA	\$380.00	\$3,800.00
19	End of Street Barricade	3	EA	\$500.00	\$1,500.00
				<b>Subtotal</b>	<b>\$683,746.05</b>
<b>POTABLE WATER IMPROVEMENTS</b>					
20	4" Pipe	450	LF	\$40.00	\$18,000.00
21	6" Pipe	375	LF	\$55.00	\$20,625.00
22	8" Pipe	1,375	LF	\$60.00	\$82,500.00
23	12" Pipe	2,460	LF	\$75.00	\$184,500.00
24	4" Gate Valve	4	EA	\$1,000.00	\$4,000.00
25	6" Gate Valve	2	EA	\$1,632.00	\$3,264.00
26	8" Gate Valve	9	EA	\$1,976.00	\$17,784.00
27	12" Gate Valve	20	EA	\$2,787.00	\$55,740.00
28	4" BlowOff	1	EA	\$3,575.00	\$3,575.00
29	2" BlowOff	9	EA	\$2,300.00	\$20,700.00
30	1" ARV	10	EA	\$3,000.00	\$30,000.00
31	Fire Hydrant & Assembly	7	EA	\$7,500.00	\$52,500.00
32	Residential Water Services	86	EA	\$2,000.00	\$172,000.00
33	Connect to Existing waterline (includes BOV removal)	3	EA	\$3,000.00	\$9,000.00
				<b>Subtotal</b>	<b>\$674,188.00</b>



DRAINAGE IMPROVEMENTS					
34	12" Pipe	383	LF	\$35.00	\$13,405.00
35	18" Pipe	1,286	LF	\$45.00	\$57,870.00
36	24" Pipe	660	LF	\$61.00	\$40,260.00
37	12" Culvert	30	LF	\$50.00	\$1,500.00
38	Type B DI	23	EA	\$2,500.00	\$57,500.00
39	CalTrans Type G4 DI w/18-10 Grate	5	EA	\$4,000.00	\$20,000.00
40	48" Eccentric Manhole	1	EA	\$4,700.00	\$4,700.00
41	Outfall Structure w/ Trash Rack	4	EA	\$15,000.00	\$60,000.00
42	Drain Stubs	3	EA	\$500.00	\$1,500.00
43	Connect to Ex. DI	1	EA	\$1,200.00	\$1,200.00
44	Contech CDS Unit	2	EA	\$30,000.00	\$60,000.00
45	Rip/Rap Protection	8	CY	\$81.30	\$650
				<b>Subtotal</b>	<b>\$318,585.40</b>
SEWER IMPROVEMENTS					
46	6" Pipe	2,535	LF	\$63.00	\$159,705.00
47	8" Pipe	1,255	LF	\$82.00	\$102,910.00
48	4" Residential service	87	EA	\$1,750.00	\$152,250.00
49	Manhole (48") w/ Lining	13	EA	\$9,467.00	\$123,071.00
50	Manhole (48")	2	EA	\$7,000.00	\$14,000.00
51	Flushing Branch	10	EA	\$508.00	\$5,080.00
52	Raise Ex. Manhole to Grade (as required)	1	EA	\$2,500.00	\$2,500.00
53	Connect to Existing Sewerline	1	EA	\$4,000.00	\$4,000.00
				<b>Subtotal</b>	<b>\$563,516.00</b>
STREETLIGHT IMPROVEMENTS					
54	Street Light Service Point	1	EA	\$5,000.00	\$5,000.00
55	Street Light (Residential)	2	EA	\$1,580.00	\$3,160.00
				<b>Subtotal</b>	<b>\$8,160.00</b>
DRY UTILITY COSTS					
56	Includes- Joint Utility Trench, Utility Services, Conduit & Service Boxes and Wiring & Transformer	86	LOT	\$7,000.00	\$602,000.00
				<b>Subtotal</b>	<b>\$602,000.00</b>
II.OFFSITE					
GOLDEN FOOTHILL BLVD					
57	Remove Existing Pavement	960	SF	\$1.75	\$1,680.00
58	Pavement Sawcut	116	LF	\$2.00	\$232.00
59	Remove Ex. DI	1	EA	\$1,250.00	\$1,250.00
60	Remove Ex. DI Pipe	6	LF	\$22.00	\$132.00
61	Sawcut & Remove Ex. Curb & Gutter	86	LF	\$10.00	\$860.00
62	Relocate Ex. Streetlight - as necessary	1	EA	\$1,580.00	\$1,580.00
63	Pavement Grind and Overlay	4,840	SF	\$2.00	\$9,680.00
64	AC & AB (match Ex. 3.5"AC-9.5"AB)	925	SF	\$4.00	\$3,700.00
65	3" AC	1,065	SF	\$1.75	\$1,863.75
66	8" AB	1,065	SF	\$1.75	\$1,863.75
67	Connect to Ex. Drain	1	EA	\$1,200.00	\$1,200.00
68	48" Eccentric Manhole (drain)	1	EA	\$4,700.00	\$4,700.00
69	12" Drain Pipe	35	LF	\$35.00	\$1,225.00
70	Handicap ramp	2	EA	\$1,190.00	\$2,380.00
71	Concrete Sidewalk	555	SF	\$5.10	\$2,830.50
72	Type 2 - Vertical Curb & Gutter	90	LF	\$20.00	\$1,800.00
73	Traffic Control	1	LS	\$10,000.00	\$10,000.00
74	Sidewalk - (Unit 1 - Unit 3 Connection)	1	LS	\$10,000.00	\$10,000.00
				<b>Subtotal</b>	<b>\$56,977.00</b>



# IMPROVEMENT PLANS FOR CARSON CREEK - UNIT 3 PHASE 1

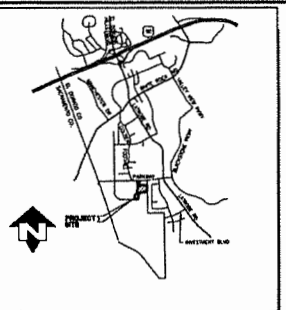
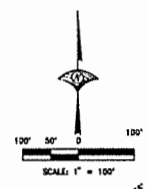
EL DORADO COUNTY, CALIFORNIA

**OWNER/DEVELOPER:**  
LUNAR HOMES OF CALIFORNIA, INC.  
1410 ROCKY RIDGE DR, SUITE 330  
ROSEVILLE, CA 95661

**CIVIL ENGINEER:**  
WOOD RODGERS, INC.  
3301 C STREET, SUITE #1100-8  
SACRAMENTO, CA 95816  
PRINCIPAL  
JEFFREY CARPENTER (916) 524-5884  
JCARPENTER@WOODRODGERS.COM  
PROJECT CIVIL ENGINEER  
SHANE LYNCH (916) 440-9321  
SLYNCH@WOODRODGERS.COM

**EROSION CONTROL:**  
WOOD#1 5508373113

**SOILS ENGINEER:**  
TOWNHALL CONSULTING GROUP, INC.  
1234 SILVERVIEW COURT  
EL DORADO HILLS, CA 95762  
PHONE# (916) 933-0833



**VICINITY MAP**

**GRADING AND GEOTECHNICAL SPECIFICATIONS**  
ALL GRADING SHALL BE DONE UNDER OBSERVATION AND TESTING BY A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL ENGINEER AND IF REQUIRED BOTH A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL ENGINEER AND AN ENGINEERING GEOLOGIST. ALL GRADING MUST BE PERFORMED IN ACCORDANCE WITH APPLICABLE COUNTY ORDINANCES AND THE RECOMMENDATIONS AND SPECIFICATIONS SET FORTH IN THE SOILS REPORT OF GEOLOGICAL/GEOTECHNICAL INVESTIGATION DATED: APRIL, 2018.

**AT COMPLETION OF THE GRADING OPERATIONS, AN AS-GRADED SOILS AND GEOTECHNICAL REPORT MUST BE PREPARED. ONE COPY OF THE AS-GRADED REPORT WILL BE SUBMITTED TO BOTH THE DOT INSPECTOR AND DOT DEVELOPMENT SERVICES UNIT.**

**GEOTECHNICAL ENGINEERS STATEMENT**  
THESE GRADING PLANS HAVE BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN GENERAL CONFORMANCE WITH THE RECOMMENDATIONS AND SPECIFICATIONS OUTLINED IN THE REFERENCE SOILS REPORT OF GEOLOGICAL/GEOTECHNICAL INVESTIGATION PREPARED FOR THIS DEVELOPMENT.

**SOILS REPORT TITLED:**  
GEOLOGICAL ENGINEERING STUDY - UPDATE FOR  
CARSON CREEK UNIT 3 AND REFERENCES WITHIN STUDY  
APRIL, 2018

**ASSESSORS PARCEL NUMBER:**  
117-880-15

**ZONING**  
SINGLE FAMILY HIGH DENSITY (SFHD)

CE# \_\_\_\_\_ DATE \_\_\_\_\_ EXPIRES \_\_\_\_\_ (SCALE)

CE# 224 DATE 8-1-16 EXPIRES 8-2-18 (SCALE)

NO CROSS  
EXP OR 30-18

UTILITY REPRESENTATIVES		
UTILITY	REPRESENTATIVES	PHONE
U.S.A.		1-800-327-2600
GAS	P.S.R. E. JENNIFER DONOHAY	(530) 621-7228
ELECTRICITY	P.S.R. E. JENNIFER DONOHAY	(530) 621-7228
TELEPHONE	A.B.T. WILFORD ASTRO	(916) 453-8138
WATER	E.J.D. MIKE BRINK	(530) 642-4054
SEWER	E.J.D. MIKE BRINK	(530) 642-4054
SEWERAGE	EL DORADO COUNTY CONTACT INSPECTOR	(530) 621-3890
FIRE	EL DORADO HILLS FIRE DEPT.	(916) 533-8233
CABLE TV	COMCAST	AVOUSTIN MARCHIONNI (530) 622-4253

**WATER SERVICE CERTIFICATE**

I HEREBY CERTIFY THAT THE SEWER SYSTEM AS SHOWN ON DRAWING NUMBER \_\_\_\_\_ SHEETS 22-1 THROUGH 22-4 HAS BEEN DESIGNED TO PROVIDE EACH LOT (OR FACILITY) OF THIS TRACT (PROJECT) WITH ADEQUATE WATER PRESSURE AND FLOW AS OF THE DATE SHOWN, BASED ON CRITERIA SUPPLIED BY EL DORADO IRRIGATION DISTRICT.

ENGINEER \_\_\_\_\_ REC # \_\_\_\_\_ DATE \_\_\_\_\_

**SEWER SERVICE CERTIFICATE**

I HEREBY CERTIFY THAT THE SEWER SYSTEM AS SHOWN ON DRAWING NUMBER \_\_\_\_\_ SHEETS 22-1 THROUGH 22-4 HAS BEEN DESIGNED TO PROVIDE EACH LOT (OR FACILITY) OF THIS TRACT (PROJECT) WITH SEWER SERVICE AS OF THE DATE SHOWN, BASED ON CRITERIA SUPPLIED BY EL DORADO IRRIGATION DISTRICT.

ENGINEER \_\_\_\_\_ REC # \_\_\_\_\_ DATE \_\_\_\_\_

**RECORD DRAWING CERTIFICATE**

THIS SET OF PLANS HAVING BEEN REVIEWED BY ME, REFLECTS ALL APPROVED REVISIONS TO THE PROJECT SHOWN TO ME, AND ALL FIELD REVISIONS TO BE PLANNED SUPERSEDED BY THE CONTINUING CORRECTIONS TO BE MADE TO THESE PLANS. IT DOES NOT REPRESENT FIELD VERIFICATION OF PLANNED IMPROVEMENTS BY ME.

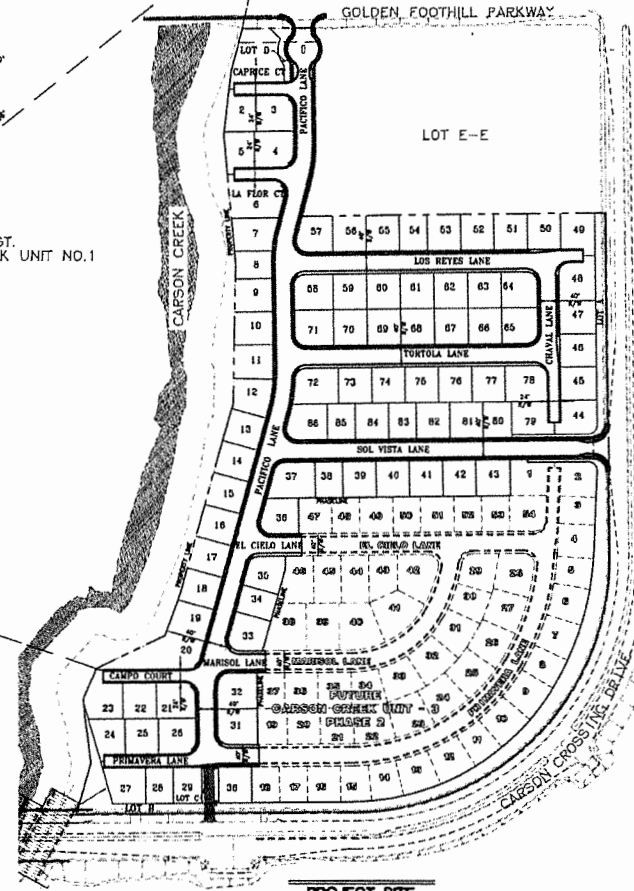
ENGINEER \_\_\_\_\_ REC # \_\_\_\_\_ DATE \_\_\_\_\_

**SEWER MATERIAL LIST**

ITEM	MANUFACTURER	MODEL/TYP./SIZE	QUANTITY
PPE			
MANHOLE			
SEWER			

**WATER MATERIAL LIST**

ITEM	MANUFACTURER	MODEL/TYP./SIZE	QUANTITY
PPE			
SEWER			
FIRE HYDRANT			
VALVES (BY TYPE)			



**BASIS OF BEARING**  
THE BASIS OF BEARING FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 8, NAD83, EPOCH DATE 2010.00, AS MEASURED BETWEEN THE TWO HIGH POINTS DESIGNATED "20773" AND "40537" SAID BEARING IS N81°19'57"E

**BENCHMARK** **EL 871088**  
1.3 MILES WEST ALONG U.S. HIGHWAY 50 FROM CLARKSVILLE, EL DORADO COUNTY, 224 FEET NORTHEAST OF A HIGHWAY CULVERT AT STATION 42+86.78 FEET SOUTHWEST OF THE CENTERLINE OF THE HIGHWAY, AND IN THE TOP OF THE LARGEST ROCK ON THE WEST EDGE OF A GROUP OF ROCKS, A STANDARD DISC, STAMPED U 127 1932. (NVD 29)

**SHEET INDEX**

1. TS-1 TITLE SHEET
2. GS-1 GENERAL NOTES
3. GS-2 CONDITIONS OF APPROVAL
4. GS-3 CONDITIONS OF APPROVAL
5. GS-4 CONDITIONS OF APPROVAL
6. GS-5 FISH AND WILDLIFE PERMIT
7. GS-6 FISH AND WILDLIFE PERMIT
8. GS-7 FISH AND WILDLIFE PERMIT
9. DT-1 STREET DETAILS
10. DT-2 DRIVEWAY DETAILS
11. DT-3 DRIVEWAY DETAILS
12. DT-4 SEWER AND WATER DETAILS
13. DT-5 STREET ENTRANCE DETAILS & STREET SECTIONS
14. UT-1 UTILITY LAYOUT SHEET INDEX
15. UT-2 UTILITY LAYOUT SHEET INDEX
16. GR-1 GRADING DETAILS
17. GR-2 GRADING PLAN
18. GR-3 GRADING PLAN
19. PP-1 SOL VISTA LANE (STA 10+00 - STA 18+52.34)
20. PP-2 PACIFICO LANE (STA 10+00 - STA 20+00)
21. PP-3 PACIFICO LANE (STA 20+00 - STA 29+38.73)
22. PP-4 CAMP COURT (STA 8+12.48 - STA 10+00)
23. PP-5 LOS REYES LANE (STA 14+00 - STA 8+40.84)
24. PP-6 CHIVAL LANE (STA 8+78.48 - STA 11+70)
25. PP-7 TORTOLA LANE (STA 14+00 - STA 9+78.93)
26. PP-8 LA FLORE COURT (STA 8+80.78 - STA 10+00)
27. PP-9 EL CIELO LANE (STA 14+00 - STA 2+08.23)
28. PP-10 MARISOL LANE (STA 14+00 - STA 1+08.84)
29. PP-11 PRIMAVERA LANE (STA 8+14.48 - STA 10+83.88)
30. PP-12 CARSON CROSSING DR (STA 8+95.48 - STA 8+83.88)
31. SP-1 STEERING AND SIGNING PLAN
32. SL-1 STREET LIGHT PLAN
33. SL-2 STREET LIGHT DETAILS
34. ER-1 EROSION CONTROL NOTES & DETAILS
35. C-1 CONTECH COS UNIT 2
36. C-2 CONTECH COS UNIT 3

**EL DORADO HILLS FIRE DEPARTMENT APPROVAL**

APPROVED BY: \_\_\_\_\_ DATE: 8/1/16

**EL DORADO IRRIGATION DISTRICT**

APPROVED BY: \_\_\_\_\_ DATE: 8/1/16

**EL DORADO COUNTY DEPARTMENT OF TRANSPORTATION**

APPROVED BY: \_\_\_\_\_ DATE: 8/2/16

ANDREW GIBER, DEPUTY DIRECTOR, E.C.E. 45197

**WOOD RODGERS**

APPROVED BY: \_\_\_\_\_ DATE: 7-29-16

JEFFREY M. CARPENTER  
P.E. #55380  
REGISTERED PROFESSIONAL ENGINEER  
CIVIL ENGINEERING  
SACRAMENTO, CALIFORNIA

CARSON CREEK - UNIT 3 PHASE 1

PROJECT NO. 3165.001

DRAWING TS-01

SHEET 1 OF 33

DATE: JULY 2016

SCALE: 1"=100'

DRAWN BY: J. L. LUTZ

CHECKED BY: S. LYNCH

DESIGNED BY: J. CARPENTER

WOOD RODGERS  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
3301 C ST., SUITE 1100-8, SACRAMENTO, CA 95816  
TEL: 916.241.7749 FAX: 916.241.7749

**Certificate of Partial Completion of Subdivision Improvements**

I hereby certify that the following improvements for **Carson Creek – Unit 3 Phase 1, TM 14-1519** have been completed, to wit:

	Total Amount	Percent Complete	Remaining Amount
Grading	\$ 73,550.00	92%	\$ 5,884.00
Erosion Control/Fugitive Dust	N/A	N/A	N/A
Street Improvements	\$ 683,746.05	0%	\$ 683,746.05
Potable Water Improvements	\$ 674,188.00	91%	\$ 60,676.92
Drainage Improvements	\$ 318,585.40	51%	\$ 156,106.85
Sewer Improvements	\$ 563,516.00	89%	\$ 61,986.76
Streetlight Improvements	\$ 8,160.00	0%	\$ 8,160.00
Dry Utility Costs	\$ 602,000.00	0%	\$ 602,000.00
Golden Foothill Blvd	\$ 56,977.00	0%	\$ 56,977.00
Mobilization (5%)	\$ 149,036.12	N/A	\$ 81,776.88
Bond Enforcement (2%)	\$ 62,595.17	N/A	\$ 34,346.29
Construction Staking (4%)	\$ 125,190.34	N/A	\$ 68,692.58
Construction Management & Inspection (10%)	\$ 312,975.86	N/A	\$ 171,731.45
Contingency (10%)	\$ 312,975.86	N/A	\$ 171,731.45
<b>Total</b>	<b>\$ 3,943,495.80</b>		<b>\$ 2,163,816.21</b>

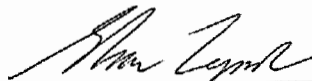
I estimate the total cost of completing the improvements agreed to be performed by the Owner to be **Three Million Nine Hundred Forty-Three Thousand Four Hundred Ninety-Five Dollars and Eighty Cents (\$3,943,495.80)**.

I estimate the total cost of completing the remainder of the improvements to be **Two Million One Hundred Sixty-Three Thousand Eight Hundred Sixteen Dollars and Twenty-one Cents (\$2,163,816.21)** and the cost of the completed work to be **One Million Three Hundred Forty-Five Thousand One Hundred Eighty-Four Dollars and Eighty-Seven Cents (\$1,345,184.87)**.

The amount of the Performance Bond is **Two Million One Hundred Sixty-Three Thousand Eight Hundred Sixteen Dollars and Twenty-One Cents (\$2,163,816.21)**, representing 100% of the Remaining Amount.


The amount of the Laborers and Materialmens Bond is **One Million Nine Hundred Seventy-One Thousand Seven Hundred Forty-Seven Dollars and Ninety Cents (\$1,971,747.90)**, which is 50% of the Total Cost of the Improvements.

DATED: September 19, 2016

  
 \_\_\_\_\_  
 Shane M. Lynch, P.E.  
 Wood Rodgers, Inc.  
 3301 C Street Bldg. 100B  
 Sacramento, CA 95816

**ACCEPTED BY THE COUNTY OF EL DORADO**

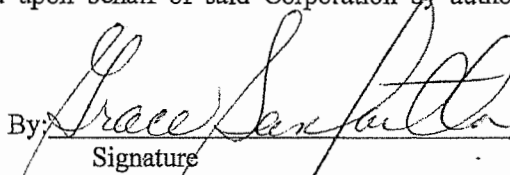
DATED: 10-18-16

  
 \_\_\_\_\_  
 Andrew S. Gaber, P.E.  
 Deputy Director  
 Development/ROW/Environmental

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Grace Santaella, certify that I am the <sup>Assistant</sup> Secretary of the Corporation named as Principal in the attached bond, that Larry Gualco, who signed the said bond on behalf of the Principal, was then Vice President of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: September 29, 2016

By:   
Signature

Grace Santaella, Assistant Secretary  
Print Name



**Bond No.** 931113  
**Premium** \$8,114.00/annum

**PERFORMANCE BOND AGREEMENT FORM**

WHEREAS, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and **Lennar Homes Of California, Inc.**, (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_, and identified as project **Carson Creek Unit 3, Phase 1, TM14-1519** is hereby referred to and made part hereof; and

WHEREAS, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and National Union Fire Insurance Company of Pittsburgh, PA, (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of **Two Million One Hundred Sixty-Three Thousand Eight Hundred Sixteen Dollars and Twenty-One Cents (\$2,163,816.21)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal his or its heirs, executors and administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of El Dorado, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This guarantee shall insure the County of El Dorado during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

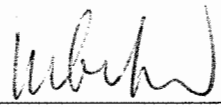
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named on October 10, 2016.

**“Surety”**

National Union Fire Insurance Company  
of Pittsburgh, PA

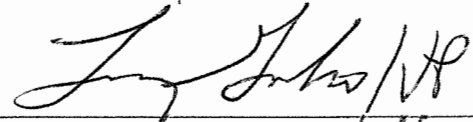
By 

Mechelle Larkin, Attorney-in-Fact

Print Name

**“Principal”**

LENNAR HOMES OF CALIFORNIA, INC.  
a California corporation

By 

Larry Gualop, Vice President  
1420 Rocky Ridge Drive, #320  
Roseville, California 95661

**NOTARY ACKNOWLEDGMENTS ATTACHED**

PRINCIPAL

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

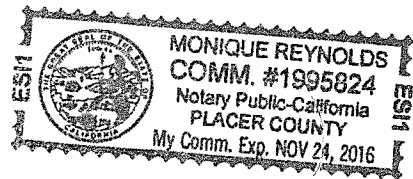
On Oct. 10, 2016 before me, Monique Reynolds, Notary Public  
(here insert name and title of the officer)

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 Monique Reynolds

(Seal)



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California )

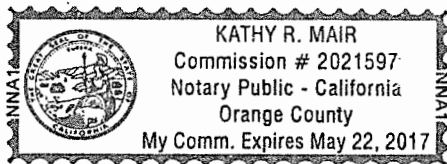
County of Orange )

On OCT 10 2016 before me, Kathy R. Mair, Notary Public,  
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----  
[Name(s) of Signer(s)]

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.

*Kathy R. Mair*

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney-in-Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney-in-Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Bond No. 931113  
Premium Incl. in Perf. Bond

**LABORERS AND MATERIALMENS BOND FORM**

WHEREAS, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and **Lennar Homes of California, Inc.**, (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, \_\_\_\_\_, and identified as the Subdivision Improvement Agreement for **Carson Creek Unit 3, Phase 1, TM14-1519** between the County and the Developer, AGMT # 16-54541, and the Improvement Plans for **Carson Creek Unit 3, Phase 1, TM14-1519** are hereby referred to and made part hereof; and

WHEREAS, under the terms of said Agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of El Dorado to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we, the Principal and National Union Fire Insurance Company of Pittsburgh, PA (hereinafter designated "Surety"), are held firmly bound unto the County of El Dorado and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **One Million Nine Hundred Seventy-One Thousand Seven Hundred Forty-Seven Dollars and Ninety Cents (\$1,971,747.90)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on October 10, 2016.

**“Surety”**

National Union Fire Insurance Company of  
Pittsburgh, PA

By 

Mechelle Larkin, Attorney-in-Fact

Print Name

**“Principal”**

**Lennar Homes of California, Inc.**  
a California corporation

By 

Larry Gualco, Vice President  
1420 Rocky Ridge Drive, #320  
Roseville, California 95661

**NOTARY ACKNOWLEDGMENTS ATTACHED**

PRINCIPAL

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 Oct 10, 2016 before me, Monique Reynolds, Notary Public  
(here insert name and title of the officer)

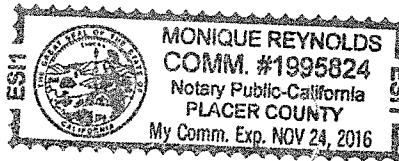
personally appeared Larry Gualco

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 Monique Reynolds



(Seal)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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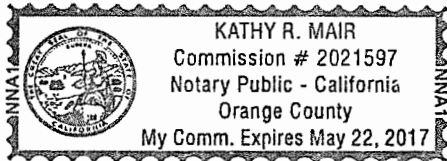
State of California )  
County of Orange )

On OCT 10 2016 before me, Kathy R. Mair, Notary Public,  
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----  
[Name(s) of Signer(s)]

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.

*Kathy R. Mair*

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney-in-Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney-in-Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**POWER OF ATTORNEY**

**American Home Assurance Company**  
**National Union Fire Insurance Company of Pittsburgh, PA.**  
Principal Bond Office: 175 Water Street, New York, NY 10038

**Power No. 31241**

**No. 05-B-34748**

**KNOW ALL MEN BY THESE PRESENTS:**

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

---Irene Lau, Kathy R. Mair, Mechelle Larkin, Stephanie Banh of Irvine, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

**IN WITNESS WHEREOF**, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 7th day of July, 2016



*Michael C. Fay*

Michael C. Fay, Vice President

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

On this 7th day of July, 2016 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

*Juliana Hallenbeck*

**JULIANA HALLENBECK**  
Notary Public - State of New York  
No. 01HA6125671  
Qualified in Bronx County  
My Commission Expires April 18, 2017

**CERTIFICATE**

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976.

**"RESOLVED**, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

**"RESOLVED**, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof.

**"RESOLVED**, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Martin Bogue, Assistant Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

**IN WITNESS WHEREOF**, I have herunto set my hand and affixed the facsimile seal of each corporation

this day of **OCT 10 2016**



*Martin Bogue*

Martin Bogue, Assistant Secretary

65166 (4/96)