

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 **SERRANO ASSOCIATES, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, El Dorado Hills, California, 95762; (hereinafter referred to as "Owner"); concerning **SERRANO VILLAGE K1/K2, UNIT 5A, TM 01-1377** (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 November, 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 **SERRANO VILLAGE K1/K2 – UNIT 5A, TM 01-1377**. 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 **PLANS FOR THE IMPROVEMENT AND GRADING OF SERRANO VILLAGE K1/K2, UNIT 5A** which were approved by the County Engineer, Community Development Agency, Transportation Division (Transportation Division), on May 17, 2013. Attached hereto is Exhibit A, marked "Engineer's Cost Estimate" and Exhibit B, marked "Certificate of Partial Completion of Subdivision Improvements" which are incorporated herein and made by reference a part hereof.
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 (a) related civil engineering services, including the costs of inspection and utility relocation when required, and (b) attorneys' fees, costs, and expenses of legal services incurred by the County in conjunction with this Agreement.

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, 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. 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, provided the amount of such changes in the improvements does not exceed ten percent (10%) of the total estimated cost of the public improvements.

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. If any legal action, including arbitration or an action for declaratory relief, is brought by either party to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party, in addition to any other relief to which that party is entitled.

ADDITIONAL PROVISIONS:

22. The estimated cost of installing all of the improvements is **TWO MILLION FIVE HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED EIGHTEEN DOLLARS AND NO CENTS (\$2,583,918.00)**.

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:

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

Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, CA 95667
Attn.: Gregory Hicks
Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Serrano Associates, LLC
4525 Serrano Parkway
El Dorado Hills, California 95762
Attn.: Thomas M. Howard,
Vice President of Construction

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. This document and the documents referred to herein and exhibits attached hereto are the entire Agreement between the parties concerning the subject matter hereof.

31. 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.

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

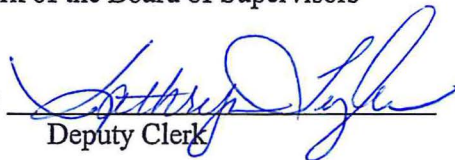
--COUNTY OF EL DORADO--

By: 

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

--SERRANO ASSOCIATES, LLC--
--a Delaware Limited Liability Company--

By: Parker Development Company
a California Corporation
its Managing Member

By: 

William R. Parker
President
"Owner"

Dated: 8-7-13

Notary Acknowledgment Attached

OWNER

ACKNOWLEDGMENT

State of California

County of El Dorado

On 8-7-13 before me, Florence Tanner, Notary Public,
(here insert name and title of the officer)

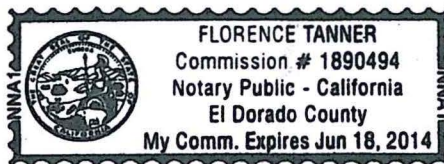
personally appeared William R. Parker

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 Florence Tanner

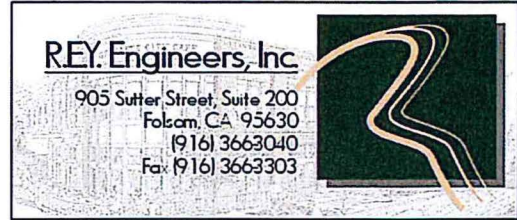


(Seal)

Exhibit A

Engineer's Cost Estimate

Project: Serrano Village K1/K2 Phase 5a (43 lots)
 Job number: 2677.183
 Date: 04/15/2013
 Plan Set Date: 04/11/2013
 Prepared by: KPB



1 GRADING & PREPARATION

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1.010	Clearing and Grubbing	5	AC	\$2,500.00	\$12,500.00
1.012	Construction Area Signs	1	LS	\$2,000.00	\$2,000.00
1.040	Excavation	9900	CY	\$5.70	\$56,430.00
1.060	Export (on-site)	1000	CY	\$3.00	\$3,000.00
GRADING SUBTOTAL					\$73,930.00

2 EROSION CONTROL

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
2.010	Hydroseed - Permanent	71851	SF	\$0.41	\$29,458.91
2.020	Silt Fencing	2274	LF	\$3.50	\$7,959.00
2.040	Road Check Dams - Temporary	11	EA	\$200.00	\$2,200.00
2.050	Drainage Inlet Protection - Temporary	16	EA	\$150.00	\$2,400.00
2.060	Construction Entrance	2	EA	\$2,000.00	\$4,000.00
2.080	Concrete Washout	1	EA	\$1,000.00	\$1,000.00
2.090	Fugitive Dust Control	1	LS	\$25,000.00	\$25,000.00
2.100	SWPPP Compliance	1	LS	\$15,000.00	\$15,000.00
EROSION CONTROL SUBTOTAL					\$87,017.91

3 PAVING

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
3.010	Asphalt (3"AC/8"AB)	127437	SF	\$4.80	\$611,697.60
3.030	Modified Rolled Curb & Gutter (Type 1)	6752	LF	\$20.00	\$135,040.00
3.160	Sawcut Existing Pavement (\$100 Min.)	100	LF	\$4.55	\$455.00
PAVING SUBTOTAL					\$747,192.60

Exhibit A

4 DRAINAGE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
4.012	12" HDPE	206	LF	\$50.80	\$10,464.80
4.018	18" HDPE	1737	LF	\$55.90	\$97,098.30
4.024	24" HDPE	514	LF	\$60.90	\$31,302.60
4.030	30" HDPE	101	LF	\$65.90	\$6,655.90
4.202	Type B DI	2	EA	\$1,016.00	\$2,032.00
4.203	Reinforced Type B DI (Caltrans Type GO)	14	EA	\$1,216.00	\$17,024.00
4.301	Grouted Rock-lined V-Ditch	260	LF	\$15.00	\$3,900.00
4.601	48" Manhole	13	EA	\$3,048.00	\$39,624.00
4.900	TV Camera Inspection	2457	LF	\$2.05	\$5,036.85
DRAINAGE SUBTOTAL					\$213,138.45

5 SEWER

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
5.001	Connect to Existing Sewerline	2	EA	\$1,200.00	\$2,400.00
5.006	6" PVC, SDR 35	3500	LF	\$40.65	\$142,275.00
5.007	6" PVC, SDR 26	304	LF	\$45.65	\$13,877.60
5.101	48" Manhole	9	EA	\$2,540.00	\$22,860.00
5.102	48" Manhole w/ Lining	4	EA	\$3,556.00	\$14,224.00
5.103	60" Manhole w/ Lining	1	EA	\$4,556.00	\$4,556.00
5.105	6" Sewer Clean Out	1	EA	\$508.00	\$508.00
5.120	Sewer Service (4")	26	EA	\$508.00	\$13,208.00
5.121	Pumped Sewer Service	20	EA	\$508.00	\$10,160.00
5.900	TV Camera Inspection	3500	LF	\$2.05	\$7,175.00
SEWER SUBTOTAL					\$224,068.60

6 WATER

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
6.001	Connect to Existing waterline	1	EA	\$1,200.00	\$1,200.00
6.008	8" PVC, C900, CL150	1769	LF	\$40.65	\$71,909.85
6.009	8" PVC, C900, CL250	1486	LF	\$45.65	\$67,835.90
6.308	8" Gate Valve	12	EA	\$1,200.00	\$14,400.00
6.401	2" Blow Off	3	EA	\$711.20	\$2,133.60
6.403	1" Air Release Valve	4	EA	\$965.20	\$3,860.80
6.500	Fire Hydrant & Appurtenances	8	EA	\$2,540.00	\$20,320.00
6.601	1" Service	43	EA	\$457.20	\$19,659.60
WATER SUBTOTAL					\$201,319.75

Exhibit A

7 RECLAIMED WATER

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
7.001	Connect to Existing waterline	1	EA	\$1,200.00	\$1,200.00
7.006	6" Purple PVC, C900, CL150	1850	LF	\$35.60	\$65,860.00
7.007	6" Purple PVC, C900, CL250	1568	LF	\$40.60	\$63,660.80
7.306	6" Gate Valve	12	EA	\$905.50	\$10,866.00
7.401	2" Blow Off	5	EA	\$711.20	\$3,556.00
7.403	1" Air Release Valve	4	EA	\$965.20	\$3,860.80
7.601	1" Service	44	EA	\$457.20	\$20,116.80
RECLAIMED WATER SUBTOTAL					\$169,120.40

8 UTILITY IMPROVEMENTS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
8.010	Utility Services	43	EA LOT	\$8,128.00	\$349,504.00
8.020	Joint Utility Trench	3300	LF	\$10.20	\$33,660.00
8.040	Conduit Services	43	EA LOT	\$1,219.20	\$52,425.60
8.050	Wiring/Transformers	43	EA LOT	\$1,219.20	\$52,425.60
UTILITY SUBTOTAL					\$488,015.20

9 MISCELLANEOUS ROAD IMPROVEMENTS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
9.020	Stop Bar and "STOP" sign	4	EA	\$762.00	\$3,048.00
9.030	Street Sign	4	EA	\$406.40	\$1,625.60
MISCELLANEOUS SUBTOTAL					\$4,673.60

SUMMARY OF COSTS

1. GRADING & PREPARATION	\$73,930.00
2. EROSION CONTROL	\$87,017.91
3. PAVING	\$747,192.60
4. DRAINAGE	\$213,138.45
5. SEWER	\$224,068.60
6. WATER	\$201,319.75
7. RECLAIMED WATER	\$169,120.40
8. UTILITY IMPROVEMENTS	\$488,015.20
9. MISCELLANEOUS ROAD IMPROVEMENTS	\$4,673.60

PROJECT SUBTOTAL	\$2,208,477
CONTINGENCY COST (10%)	\$220,848
CONSTRUCTION STAKING (5%)	\$110,424
PROJECT ADMINISTRATION (2%)	\$44,170
TOTAL ESTIMATED COST OF PROJECT	\$2,583,918

In providing construction cost estimates, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's construction cost estimates are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's cost estimate.

Exhibit B

Certificate Of Partial Completion Of Subdivision Improvements

I hereby certify that the following improvements in the Serrano Village K1/K2, Unit 5A Subdivision have been completed, to wit:

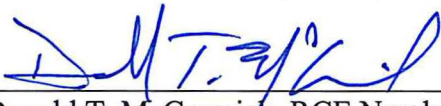
	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
Grading and Preparation	\$86,498.00	80%	\$17,300.00
Erosion Control	\$101,811.00	50%	\$50,906.00
Paving	\$874,216.00	0%	\$874,216.00
Drainage	\$249,372.00	0%	\$249,372.00
Sewer	\$262,160.00	80%	\$52,432.00
Water	\$235,544.00	0%	\$235,544.00
Reclaimed Water	\$197,871.00	0%	\$197,871.00
Utility Improvements	\$570,978.00	0%	\$570,978.00
Misc. Road Improvements	\$5,468.00	0%	\$5,468.00
Totals	\$2,583,918.00	0%	\$2,254,087.00

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **Two Million Five Hundred Eighty-Three Thousand Nine Hundred Eighteen Dollars and No Cents (\$2,583,918.00)**.

The Performance Bond is for the amount of **Two Million Two Hundred Fifty-Four Thousand Eighty-Seven Dollars and No Cents (\$2,254,087.00)**.


The Labor and Materialmens Bond is for the amount of **One Million Two Hundred Ninety-One Thousand Nine Hundred Fifty-Nine Dollars and No Cents (\$1,291,959.00)**.

DATED: 8/7/2013


Donald T. McCormick, RCE Number 42556
R.E.Y. Engineers, Inc.
905 Sutter Street, Suite 200
Folsom, CA 95630

ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 08/13/13


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