

# ORIGINAL

**AGREEMENT FOR CARSON CROSSING DRIVE DRAINAGE  
ZONE OF BENEFIT 98310, FORMATION  
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 California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1420 Rocky Ridge Drive, Suite 320 Roseville, California, 95661 (hereinafter referred to as "Owner"); concerning the formation of the Zone of Benefit for Carson Crossing Drive Drainage Zone of Benefit 98310 located within CARSON CREEK UNIT 1 –PHASE A-D, TM 04-1391R-2 (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 1<sup>st</sup> day of Sept., 2015.

## **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 1 – Phase A-D, TM 04-1391R. Owner is required to form a Drainage Zone of Benefit (ZOB) or other appropriate entity to ensure that all storm water drainage facility maintenance requirements are met in connection with the Subdivision which will include funding a proportionate amount for Carson Crossing Drive (Findings/Mitigation Measures/Conditions of Approval for TM 04-1391 Carson Creek2/Carson Creek Phase 2, Unit 1, item number 44).

In consideration for the approval and acceptance by County's Board of Supervisors of the Conditions of Approval, and the Final Map filed and recorded on \_\_\_\_\_, the parties agree as follows:

## **AGREEMENT**

### **OWNER WILL:**

1. Complete the requirements for the formation of the Carson Crossing Drive Drainage Zone of Benefit, 98310 (ZOB) in accordance with Condition #44 of the Conditions of Approval for TM04-1391R-2 as amended and approved by the Planning Director on August 6, 2014.

2. Owner shall not close escrow on the sale of, nor transfer titles on any property located within the Subdivision prior to the time that the Drainage ZOB is fully formed consistent with provision of County Service Area Law and, specifically, Government Code §25217.1, noting the Zone is not formed until the funding is approved through the appropriate proceedings.

3. Post cash security (in addition to the \$1,000 deposit already received) with the County to cover cost of balloting and all other expenses that may be incurred in the formation of the Drainage ZOB in the amount of \$5,500.00. In addition a cash security for the drainage maintenance cost for one (1) year which is approximately \$29,883.16. These cash securities will be placed in the CSA 9 Administration account to be used for ZOB formation costs and drainage maintenance costs should Owner not complete the requirements for formation of the ZOB in accordance with this agreement. The County is also requiring a performance bond to cover the drainage maintenance costs for two (2) years which is approximately \$59,766.32.

4. Complete the ZOB formation 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.

5. 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.

**COUNTY WILL:**

6. Upon execution of this Agreement and upon compliance with all requirements of law, including all County ordinances, approve the filing of Final Map, Book\_\_\_\_, Page\_\_\_\_, of Subdivision Maps;

7. Return to Owner any remaining funds from the formation security when the ZOB is fully formed and funded.

8. Transfer the remaining balance of the cash security deposited into the CSA 9 Administration fund into the Special District account for this ZOB when the Drainage ZOB is fully formed.

9. Release the performance bond after the drainage maintenance costs for the individual parcels have been posted to the tax roll.

10. 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:**

11. This Agreement is intended to allow the approval of the final map for Phases A and B only. County will not consider approval of final maps for later phases of the subdivision until the drainage zone of benefit has been formed in accordance with this Agreement and Condition 44 of the Conditions of Approval for TM04-1391.

12. 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.

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

14. 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.: Gregory Hicks, 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, Suite 320  
Roseville, CA 95661  
Attn.: Larry Gualco,  
Vice President

Lennar Homes of California, Inc.  
1420 Rocky Ridge Drive, Suite 320  
Roseville, CA 95661  
Attn.: Eric Johnson

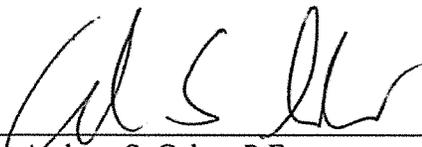
or to such other location as Owner directs.

15. 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.

16. 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.

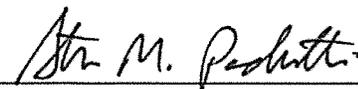
17. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Requesting Division and Contract Administrator Concurrence:**

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

Dated: 9/21/2015

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 9/21/15

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: B.K. Veerkamp  
Brian K. Veerkamp, Chair  
Board of Supervisors  
"County"

Dated: 9/1/15

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

By: Marice MacFarland  
Deputy Clerk

Dated: 9/1/15

--LENNAR HOMES OF CALIFORNIA, INC.--

By: Larry Gualco  
Larry Gualco  
Vice President  
"Owner"

Dated: 9/1/15

By: Earl Keith  
Earl Keith  
Vice President/  
Division Controller

Dated: 9/2/2015

*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 SEPT 2, 2015 before me, MONIQUE REYNOLDS, NOTARY PUBLIC  
(here insert name and title of the officer)

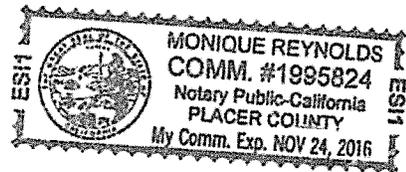
personally appeared LARRY GUALCO & EARL KEITH

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)

Bond No. 72BSBHG5391  
Premium \$448.00/ Initial 2 year term  
subject to annual renewal thereafter

**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 \_\_\_\_\_, 2015, and identified as project Carson Creek Unit 1 - Phases A-D TM 04-1391R-2, Drainage ZOB Formation Agreement 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 Hartford Fire Insurance Company, (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of Fifty-Nine Thousand Seven Hundred Sixty-Six Dollars and Thirty-Two Cents (\$59,766.32) 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.

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 September 4, 2015.

**"Surety"**

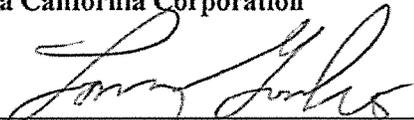
Hartford Fire Insurance Company

By 

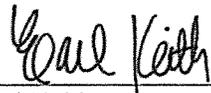
Mechelle Larkin, Attorney-in-Fact  
Print Name

**"Principal"**

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

By 

Larry Gualco  
Vice President  
1420 Rocky Ridge Drive, Suite 320  
Roseville, CA 95661

By 

Earl Keith  
Vice President/Division Controller

**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

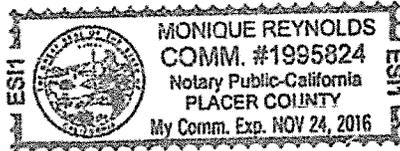
On Sept. 4, 2015 before me, MONIQUE REYNOLDS NOTARY PUBLIC  
(here insert name and title of the officer)

personally appeared LARRY GUALCO & EARL KEITH

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)

SURETY

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 Orange

On September 4, 2015 before me, Kathy R. Mair, Notary Public  
(here insert name and title of the officer)

personally appeared Mechelle Larkin

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 Kathy Mair



(Seal)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza  
Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 72-180287

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

*Irene Lau, Kathy R. Mair, Mechelle Larkin*  
of  
Newport Beach, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of November, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.

SEP - 4 2015



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President