

AGREEMENT ON CONDITIONS FOR ACCEPTANCE OF ROADS

WHEREAS, Tentative Subdivision Map TM 01-1377R, also referred to as Serrano Village K1 and K2 of the El Dorado Hills Specific Plan, was approved by the County of El Dorado on January 26, 2006, and included the following condition relating to roads:

“2. An irrevocable offer of dedication, in fee, for the required rights-of-way (R/W) as indicated above, shall be made for the proposed roads, with slope easements where necessary. Said offer shall be rejected at the time of the Final Map. The offer shall be subject to that agreement between the Serrano and the County, recorded as document 98-0015833-00 on March 26, 1998. Subject to the above agreement, all roads are offered in fee to the Master Owners’ Association simultaneously with the filing of the Final Subdivision Map.” and,

WHEREAS, the roadways in the El Dorado Hills Specific Plan, excepting El Dorado Hills Blvd., Silva Valley Parkway, Appian Way and Serrano Parkway, are intended to be private roads maintained by the Serrano Master Homeowners’ Association, and

WHEREAS, while the County intends to reject the offer of dedication for the private roads at the time of the final subdivision map for the Village, or any phase thereof is approved, the County and Serrano Associates, LLC, the owner of Serrano Village K1 & K2 – Unit 5A, wish to define the events upon which the County may rescind its rejection and accept the private roads.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the County of El Dorado, a political subdivision of the State of California, and Serrano Associates, LLC, as follows:

1. The County shall reject all offers of dedication for roads within Serrano Village K1 & K2 – Unit 5A at the time of approval of the final map(s) therefore, excepting to the extent applicable, El Dorado Hills Blvd., Silva Valley Parkway, Appian Way and Serrano Parkway.
2. Notwithstanding the rights granted to it under Government Code section 66477.2(a), the County shall not thereafter rescind its action and accept the roads unless the Board of Supervisors has made a finding, based upon substantial evidence submitted at a public hearing specially held by the Board to consider the matter, that the Serrano Master Homeowners' Association, or its successor-in-interest, has: (1) abandoned its maintenance responsibilities or real property interest in said roadway(s), or; (2) failed to maintain such roadway(s) in a safe and proper manner or in accordance with applicable County maintenance standards.
3. This Agreement is intended to manifest the understanding of the parties with respect to Condition 2 of TM 01-1377R and shall be utilized as the framework for the interpretation of other similar conditions imposed upon other tentative maps within the El Dorado Hills Specific Plan.
4. This Agreement is conditioned upon the creation and continued existence of the Serrano Master Homeowners' Association, or its successor-in-interest. In the event said organization or a similar such organization is not formed, or said organization ceases to exist without a successor-in-interest taking over its legal responsibilities for maintenance, then this Agreement shall become null and void without any further action by the County.

Dated: _____

COUNTY OF EL DORADO

By: _____

Chairman, Board of Supervisors

ATTEST:

JAMES S. MITRISIN
~~CINDY KECK~~, Clerk
of the Board of Supervisors

By: _____

Deputy Clerk

Dated: _____

OWNER

SERRANO ASSOCIATES, LLC
a Delaware limited liability company

By: Parker Development Company
a California corporation
Its Managing Member

By:  _____

William R. Parker, President

Date: 8-14-13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

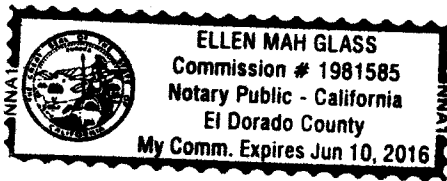
CIVIL CODE § 1189

State of California

County of El Dorado

On 8-14-13 before me, Ellen Mah Glass, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William R. Parker
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.

Signature: Ellen Mah Glass
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement on Condition For Acceptance of Roads for Serrano Village
Document Date: 8-14-13 Number of Pages: 4
RI&K2 - Unit SA 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William R. Parker

Corporate Officer — Title(s): President

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: LLC

Signer Is Representing: Serrano Associates, LLC

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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