

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 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 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 1st 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 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 Carson Creek Unit No. 1, TM 04-1391R-2 which were approved by the County Engineer, Community Development Agency, Transportation Division, on August 14, 2014. Attached hereto is Exhibit A, marked "Engineer's Cost Estimate;" 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 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 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 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. 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 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 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 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 **Twenty-Seven Million Six Hundred Forty-Seven Thousand Nine Hundred Four Dollars and Five Cents (\$27,647,904.05)**.

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.: 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.

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: April 30, 2015

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 5/1/15


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


Dated: 9/1/15

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

By: 
Deputy Clerk

Dated: 9/1/15

--LENNAR HOMES OF CALIFORNIA, INC.--

By: 
Larry Gualco
Vice President
"Owner"

Dated: 4/8/15

By: 
Earl Keith
Vice President/
Division Controller

Dated: 4/8/15

Notary Acknowledgment Attached

OWNER

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CALIFORNIA ALL-PURPOSE 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

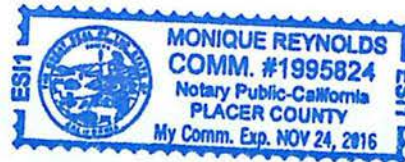
County of Placer } ss.

On April 9, 2015 before me, Monique Reynolds, Notary Public,
personally appeared Larry Gualco and 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 signatures(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.



Monique Reynolds
Signature
My Commission Expires Nov. 24, 2016

OPTIONAL INFORMATION

Date of Document _____
Type or Title of Document Carson Creek SIA
Number of Pages in Document _____

Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for Carson Creek Unit 1, Phase A - D, TM 04-1391 have been completed, to wit:

	Total Amount	Percent Complete	Remaining Amount
Grading & Erosion Control Improvements	\$ 5,698,725.00	75%	\$ 1,424,681.25
Streets & Miscellaneous Improvements	\$ 3,138,281.80	0%	\$ 3,138,281.80
Storm Drain Improvements	\$ 797,898.30	30%	\$ 558,528.81
Sanitary Sewer Improvements	\$ 1,632,764.40	75%	\$ 408,191.10
Water Improvements	\$ 967,324.00	50%	\$ 483,662.00
Dry Utilities Improvements	\$ 3,139,473.00	0%	\$ 3,139,473.00
Creek Crossings	\$ 5,633,160.00	10%	\$ 5,069,844.00
Bond Enforcement (2%)	\$ 420,152.53	0%	\$ 284,453.24
Construction Staking (4%)	\$ 840,305.06	0%	\$ 568,906.48
Construction Management (10%)	\$ 2,100,762.65	0%	\$ 1,422,266.20
Contingency (10%)	\$ 2,100,762.65	0%	\$ 1,422,266.20
Inspection (4%)	\$ 840,305.06	0%	\$ 568,906.48
Erosion Control/Fugitive Dust (6%)	\$ 337,989.60	0%	\$ 304,190.64
Total	\$ 27,647,904.05		\$ 18,793,651.19


I estimate the total cost of completing the improvements agreed to be performed by the Owner to be **Twenty-Seven Million Six Hundred Forty-Seven Thousand Nine Hundred Four Dollars and Five Cents (\$27,647,904.05)**.

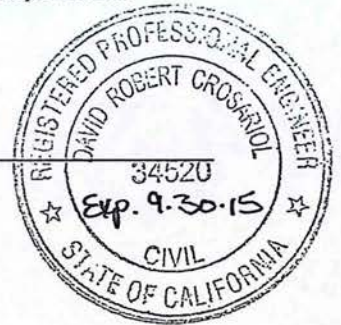
I estimate the total cost of completing the remainder of the improvements to be **Eighteen Million Seven Hundred Ninety-Three Thousand Six Hundred Fifty-One Dollars and Nineteen Cents (\$18,793,651.19)** and the cost of the completed work to be **Eight Million Eight Hundred Fifty-Four Thousand Two Hundred Fifty-Two Dollars and Eighty-Six Cents (\$8,854,252.86)**.

The Performance Bond is for the amount of **Eighteen Million Seven Hundred Ninety-Three Thousand Six Hundred Fifty-One Dollars and Nineteen Cents (\$18,793,651.19)**, representing 100% of the Remaining Amount Total.

The Laborers and Materialmens Bond is for the amount of **Thirteen Million Eight Hundred Twenty-Three Thousand Nine Hundred Fifty-Two Dollars and Three Cents (\$13,823,952.03)**, which is 50% of the Total Cost of the Improvements.

DATED: 3/3/15


 David R. Crosarfol, RCE 34520
 CTA Engineering & Surveying
 3233 Monier Circle
 Rancho Cordova, CA 95742



ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 4/30/2015

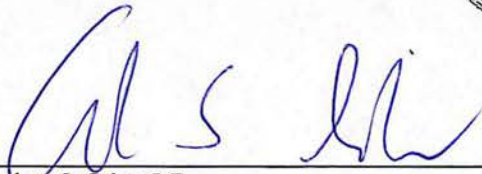
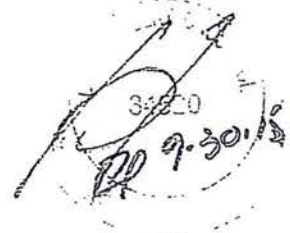

 Andrew S. Gaber, P.E.
 Deputy Director
 Development/ROW/Environmental

Exhibit A
Engineer's Cost Estimate



**CARSON CREEK UNIT #1
EL DORADO HILLS
ENGINEER'S BOND ESTIMATE**

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
GRADING & EROSION CONTROL					
1	Clear & Grub	85	ac	\$2,500.00	\$212,500.00
2	Excavation	250,000	cy	\$5.70	\$1,425,000.00
3	Place and Compact Existing Stockpile	75,000	cy	\$5.70	\$427,500.00
4	Import	131,000	cy	\$20.35	\$2,665,850.00
5	Finish Pads	285	ea	\$350.00	\$99,750.00
6	Erosion Control Measures and SWPPP Compliance	285	lots	\$2,000.00	\$570,000.00
7	Dust Control	285	lots	\$625.00	\$178,125.00
8	Roadway Sweeper	60	Days	\$1,000.00	\$60,000.00
9	Temporary Haul Road Bridge	1	ls	\$60,000.00	\$60,000.00
				Subtotal	\$5,698,725.00
STREETS AND MISCELLANEOUS					
1	2" AC	50,120	sf	\$1.37	\$68,664.40
2	3" AC	348,819	sf	\$2.05	\$715,078.95
3	6" AB	50,120	sf	\$2.05	\$102,746.00
4	8" AB	348,819	sf	\$2.75	\$959,252.25
5	Type 1 Rolled Curb and Gutter	22,894	lf	\$30.50	\$698,267.00
6	Type 2 Vertical Curb and Gutter	2,237	lf	\$30.50	\$68,228.50
7	Type A1-150 Concrete Curb	1,860	lf	\$15.25	\$28,365.00
8	4" PCC Sidewalk	65,341	sf	\$6.10	\$398,580.10
9	Extra for Handicap Ramp	32	ea	\$2,000.00	\$64,000.00
10	2" PVC Sleeve	875	lf	\$10.00	\$8,750.00
11	4" PVC Sleeve	875	lf	\$12.00	\$10,500.00
12	Stop Sign w/Pavement Markings	4	ea	\$762.00	\$3,048.00
13	Street Signs	30	ea	\$406.40	\$12,192.00
14	Road Ends Sign (W-31)	12	ea	\$50.80	\$609.60
				Subtotal	\$3,138,281.80
STORM DRAIN					
15	12" SD HDPE	129	lf	\$50.80	\$6,553.20
16	12" SD RCP CL IV	124	lf	\$55.00	\$6,820.00
17	18" SD HDPE	691	lf	\$55.90	\$38,626.90
18	18" SD RCP CL IV	2,476	lf	\$60.00	\$148,560.00
19	24" SD RCP CL IV	1,538	lf	\$61.00	\$93,818.00
20	30" SD HDPE	203	lf	\$66.05	\$13,408.15
21	30" SD RCP CL IV	1,088	lf	\$70.00	\$76,160.00
22	36" SD RCP CL IV	1,232	lf	\$95.00	\$117,040.00
22	48" SD RCP CL IV	900	lf	\$160.00	\$144,000.00
23	Std. Type "B" DI	32	ea	\$1,016.00	\$32,512.00
24	CallTrans Type "G-4" DI	14	ea	\$1,828.00	\$25,592.00
25	Std. Granted Inlet	1	ea	\$3,600.00	\$3,600.00
26	48" SD Manhole	2	ea	\$3,048.00	\$6,096.00
27	60" SD Manhole	1	ea	\$4,054.00	\$4,054.00
28	84" SD Manhole	4	ea	\$5,000.00	\$24,000.00
29	3' x 9' SD Junction Box	1	ea	\$12,000.00	\$12,000.00
30	9' x 10' SD Junction Box	1	ea	\$16,000.00	\$16,000.00
31	Std. Rock Outfall Protection T-504	6	ea	\$1,500.00	\$9,000.00
32	Std. Rock Inlet Protection T-504	2	ea	\$1,500.00	\$3,000.00
33	T.V. Pipe Inspection	8,321	lf	\$2.05	\$17,058.05
				Subtotal	\$797,898.30

Exhibit A
Engineer's Cost Estimate



**CARSON CREEK UNIT #1
EL DORADO HILLS
ENGINEER'S BOND ESTIMATE**

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
SANITARY SEWER					
34	6" PVC SDR-26	7,481	lf	\$50.00	\$374,050.00
35	8" PVC SDR-26	1,750	lf	\$55.00	\$96,250.00
36	15" PVC SDR-26	2,335	lf	\$85.00	\$198,475.00
37	18" PVC SDR-26	647	lf	\$110.00	\$71,170.00
38	Std. 48" SS Manhole	35	ea	\$5,000.00	\$175,000.00
39	Extra for Lined 48" MH	12	ea	\$3,000.00	\$36,000.00
40	60" SS Manhole	20	ea	\$8,000.00	\$160,000.00
41	Extra for Lined 60" MH	20	ea	\$4,000.00	\$80,000.00
42	12" Force Main	1,389	lf	\$61.00	\$84,729.00
43	4" Sewer Service	285	ea	\$900.00	\$256,500.00
44	4" BOV	1	ea	\$2,032.00	\$2,032.00
45	Backwater Valve	45	ea	\$500.00	\$22,500.00
46	SS Cleanout	4	ea	\$508.00	\$2,032.00
47	6" SS Bore and Jack	70	lf	\$350.00	\$24,500.00
48	8" SS Bore & Jack	70	lf	\$350.00	\$24,500.00
49	TV Inspection	12,208	lf	\$2.05	\$25,026.40
				Subtotal	\$1,632,764.40
WATER					
50	6" Line (including fittings)	323	lf	\$35.60	\$11,498.80
51	6" Cl. 350 DI Line (including fittings)	72	lf	\$50.00	\$3,600.00
52	8" Line (including fittings)	11,472	lf	\$40.65	\$466,336.80
53	8" Cl. 350 DI Line (including fittings)	1,198	lf	\$55.00	\$65,890.00
54	8" Gate Valve	73	ea	\$1,200.00	\$87,600.00
55	1" Air Release Valve	6	ea	\$965.20	\$5,791.20
56	Fire Hydrant Assembly	21	ea	\$2,540.00	\$53,340.00
57	Services	285	ea	\$900.00	\$256,500.00
58	2" BOV	6	ea	\$711.20	\$4,267.20
59	Connect to Existing	5	ea	\$2,500.00	\$12,500.00
				Subtotal	\$967,324.00
DRY UTILITIES					
60	Joint Utility Trench	12,565	lf	\$10.20	\$128,163.00
61	Utility Services	285	EA lot	\$8,128.00	\$2,316,480.00
62	Conduit + Service Boxes	285	EA lot	\$1,219.00	\$347,415.00
63	Wiring + Transformer	285	EA lot	\$1,219.00	\$347,415.00
				Subtotal	\$3,139,473.00
Total Direct Cost \$15,374,466.50					
SOFT COSTS					
A	Bond Enforcement Costs	2% Direct			\$307,489.33
B	Construction Staking	4% Direct			\$614,978.66
C	Construction Management	10% Direct			\$1,537,446.65
D	Contingency	10% Direct			\$1,537,446.65
E	Inspection	4% Direct			\$614,978.66
				Total Soft	\$4,612,339.95
Total Estimated Cost \$19,986,806.45					
<p><i>Geny Hicks</i> 1-29-15 EDC-CDA/D: No Exceptions Taken</p> <p align="right"><i>[Signature]</i> 9/15/14 EID: No Exceptions Taken</p>					



**CARSON CREEK UNIT 1
CREEK CROSSINGS
EL DORADO HILLS**

ENGINEER'S BOND ESTIMATE

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Local Borrow	46,000	cy	\$5.70	\$262,200.00
2	Crossing A (Con-Span B Series 36' Span x 8' Rise)	5,281	sf	\$120.00	\$633,720.00
3	Crossing B (O Series 55' Span x 8'-11 1/8" Rise)	14,121	sf	\$120.00	\$1,694,520.00
4	Crossing C (Bebo 2-48' Span x 13' Rise 1-60' Span x 17' Rise)	25,356	sf	\$120.00	\$3,042,720.00
Total Estimated Direct Cost					\$5,633,160.00
A	Bond Enforcement Cost	2%			\$112,663.20
B	Construction Staking	4%			\$225,326.40
C	Construction Management	10%			\$563,316.00
D	Contingency	10%			\$563,316.00
E	Inspection	4%			\$225,326.40
F	Erosion Control/Fugitive Dust	6%			\$337,989.60
Total Estimated Soft Cost					\$2,027,937.60
Total Estimated Cost					\$7,661,097.60

James Nichols 1-29-15
EDC - CDA - AD. no exceptions taken



Bond No. 914641
Premium \$75,175.00/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 _____, 2015, and identified as project **Carson Creek Unit 1 - Phases A-D TM 04-1391R-2** 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 Oblige, in the penal sum of **Eighteen Million Seven Hundred Ninety-Three Thousand Six Hundred Fifty-One Dollars and Nineteen Cents (\$18,793,651.19)**, 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.

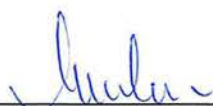
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work performed thereunder or the specifications

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 April 9, 2015.

“Surety”


National Union Fire Insurance Company of Pittsburgh, PA

By 

Irene Lau, 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

CALIFORNIA ALL-PURPOSE 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 } ss.

On April 9, 2015 before me, Monique Reynolds, Notary Public,
personally appeared Larry Gualco and 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.



Monique Reynolds
Signature
My Commission Expires Nov. 24, 2016

OPTIONAL INFORMATION

Date of Document _____
Type or Title of Document Carson Creek Performance Bond
Number of Pages in Document _____

CALIFORNIA ALL-PURPOSE 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 APR - 9 2015 before me, Mechelle Larkin, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Irene Lau -----
[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 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: Irene Lau

- 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. 914641
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 1- Phase A-D, TM 04-1391R-2 between the County and the Developer, AGMT # 14-53941, and the **Improvement Plans for Carson Creek Unit 1- Phases A-D, TM 04-1391R-2** 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 **Thirteen Million Eight Hundred Twenty-Three Thousand Nine Hundred Fifty-Two Dollars and Three Cents (\$13,823,952.03)**, 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.

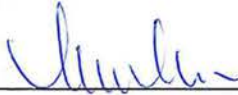
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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 April 9, 2015.

“Surety”


National Union Fire Insurance Company of Pittsburgh, PA

By 

Irene Lau, 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California

County of Placer } ss.

On April 9, 2015 before me, Monique Reynolds, Notary Public,
personally appeared Larry Gualco and 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.



Monique Reynolds
Signature
My Commission Expires Nov. 24, 2016

OPTIONAL INFORMATION

Date of Document _____
Type or Title of Document Carson Creek Labor and Material Bond
Number of Pages in Document _____

CALIFORNIA ALL-PURPOSE 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 APR - 9 2015 before me, Mechelle Larkin, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Irene Lau -----
[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 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: Irene Lau

- 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. 27956

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 5th day of November, 2014



Handwritten signature of Michael Yang

Michael Yang, Vice President

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

On this 5th day of November, 2014 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.

Handwritten signature of 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, Denis Butkovic, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing exerpts 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 hereunto set my hand and affixed the facsimile seal of each corporation

APR - 9 2015

this day of

Handwritten signature of Denis Butkovic

Denis Butkovic, Secretary



CARSON CREEK UNIT 1 PHASING EXHIBIT

EL DORADO COUNTY, CALIFORNIA

SCALE: 1" = 200'

JANUARY, 2015



PHASE A



PHASE B



PHASE C



PHASE D

