# **ORIGINAL**

# AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS FOR CLASS 1 SUBDIVISION BETWEEN COUNTY AND OWNER

#### **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 **TREVISO II, TM 11-1502**. 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 Improvement Plans for Treviso II, TM 11-1502 which were approved by the County Engineer, Community Development Agency, Transportation Division, on April 23, 2014. Attached hereto are Exhibit A, marked "Engineer's Cost Estimate" and Exhibit B, marked "Certificate of Partial Completion of Subdivision Improvements" both of which Exhibits are incorporated herein and made by reference a part hereof. The Exhibits describe 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 TWO MILLION ONE HUNDRED SIXTY-ONE THOUSAND SEVEN HUNDRED TWEINTY-SEVEN DOLLARS AND THIRTY-SIX CENTS (\$2,161,727.36).
- 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

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

RREF II – RD Willows, LLC 28118 Agoura Road, Suite 105 Agoura Hills, CA 91301

Attn.: Steve Kessler, Manager

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.

County of El Dorado

Community Development Agency

Transportation Division 2850 Fairlane Court Placerville, CA 95667

Attn.: Gregory Hicks, P.E.

Senior Civil Engineer

# Requesting Division and Contract Administrator Concurrence: By: Dated: 0 21 2014 Andrew S. Gaber, P.E. Deputy Director Development/ROW/Environmental Community Development Agency Requesting Department Concurrence:

Steven M. Pedretti, Director

Community Development Agency

**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:	1	1	14	P
	Brian X	2. Vo	erko n	D. Chair

2. VILLA

Dated: 2-10-15

Board of Supervisors "County"

Attest:

James S. Mitrisin

Clerk of the Board of Supervisors

Deputy Clerk

Dated: 2 - 10 - 15

#### --RREF II-RD WILLOWS, LLC--

a California limited liability company

RREF II-RD WILLOWS JV MEMBER, LLC a Delaware limited liability company

By: Rialto Real Estate Fund II, LP a Delaware limited partnership

its Sole Member

By: Rialto Partners GP II, LLC

a Delaware limited liability company

its General Partner

By:

Anthony Seijas, its Vice President/

"Owner"

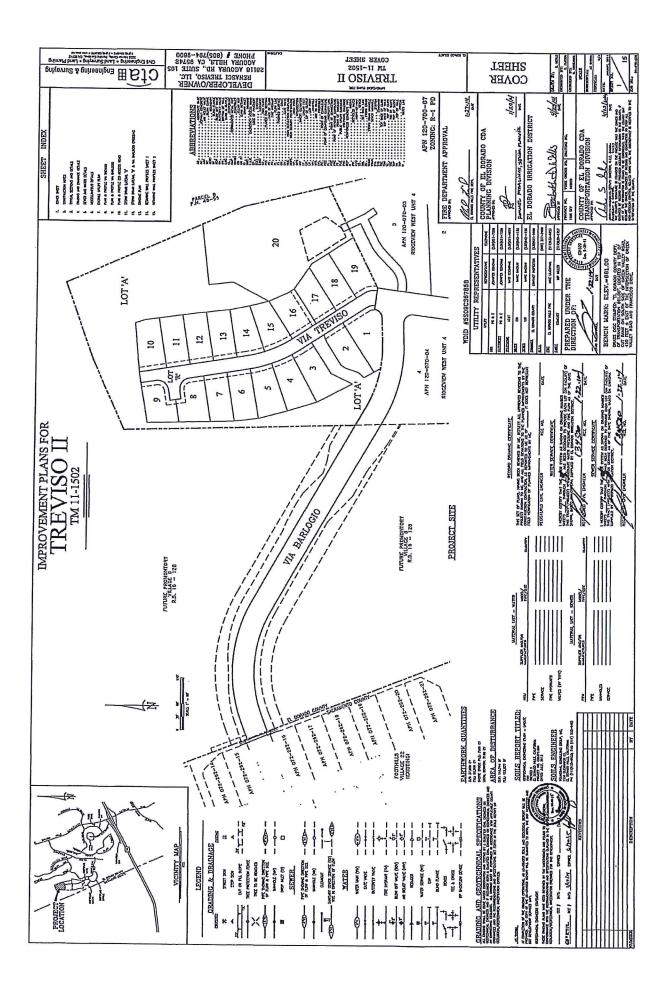
Dutou

Notary Acknowledgment Attached

#### **OWNER**

#### **ACKNOWLEDGMENT**

ACKNOVILLEGINEN
Honda State of California
County of Michi Dade
On 10/8/14 before me, Michelle Shaffer, Public Nota (here insert name and title of the officer)
personally appeared
Anthony Seijas, Vice President
,
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.
Florida
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.  MICHELLE SHAFFER MY COMMISSION # EE 109225 EXPIRES: July 5, 2015 Bonded Thru Notary Public Underwriters
Signature NShalf
(Seal)



# Exhibit A Enginner's Cost Estimate



Engineer's Bond Estimate TREVISO II - 20 LOTS TM11-1502

item No.1	Description EARTHWORK	1 Quantity	l Unit	Unit Price	Total Amount
1 10	Diear and Grub	1 60		I so rro on	250 005 0
2   E	excavation	37,600		\$8,550,00 \$5,70	\$53,865.00 \$214,320.00
3 P	Place & Compact Existing Stockpile	7,560		\$5.70	\$43,092.0
4 L	ocal Borrow (assume import)	3,440		\$20.35	\$70,004.0
	inish Pads	19		\$250.00	\$4,750.0
6 R	Rock Retaining Wall	3,677		\$80,00	\$294,160,00
		Sublota		arthwork Costs	\$680,191.00
1  B	ond Enforcement Costs	2%			13,603,82
	Construction Staking	4%			27,207,64
4 C	Construction Management Conlingency	10%			68,019,10
	nspection	10%			68,019.10
	in position in the same of the	4%		hwork Costs	27.207.64
	STREETS AND MISCELLANEOUS		rotal Ear	INVOIX COSIS I	\$884,248.30
	"Street A.C.	1 50,614	l sf	\$2.051	\$103,758.70
	'Street A.B.	50,614		\$2.75	\$139,188.50
3 C	urb and Guller, Type I (Rolled; Verlical at Hydrants)	1,503	11	\$30,50	\$45,841.50
	idewalk	2,271	εſ	\$6.10	\$13,853.10
5 D	emo Existing Pavement, Curb & gutter and Sidewalk	40		\$15.00	\$600.00
1 Bo	ond Enforcement Costs Subtotal Di			laneous Costs	\$303,241.80
2 100	onstruction Staking .	2%			6,064.84
3 C	onstruction Management	4%			12,129.67
4 C	onlingency	10%			30,324.18
	spection	10%			30,324.18
			Miscella	neous Costs I	12,129.67 \$394,214.34
	DRAINAGE	ou out ou and	imscella	neous Costs I	3334,214.34
	2'Slom Drain	1 17	11	\$50.80	\$863,60
	S' Storm Drain	76	If	\$55.90	\$4,248.40
3   18	3° RCP Class IV	41	11	\$60.00	\$2,460.00
	t''Slorm Drain 7' Slorm Drain	97	l II	\$61.00	\$5,917.00
	S' Storm Drain	209	11	\$66.05	\$13,804.45
	"FES	200	11	\$74.45	\$14,890.00
	TFES	1	ea	\$889.001	\$889.00
	op Inlet Type F	3	ea	\$1,200.00	\$3,600.00
	pe B Drainage Inlet	1	69	\$2,000,00	\$4,000.00
11 Ty	pe GO Drainage Inlet	1	88	\$1,828.80	\$1,016.00
	aled inlet	1	ea	\$3,600.00	\$3,600.00
	* Drain Manhole	3	ea	\$3,048.00	\$9,144.00
14  8'X	K10'X6' Jensen Precasi Box w/48" DMH	2	ea	\$12,000.00]	\$24,000.00
15 87	X 3 Jensen Precast Cantilever Wall Type Box Culvert	148	If	\$300.00	\$44,400.00
17 Ro	X 3 Jensen Precast Cantilever Wall Type Box Culvert (Via Barlogio Option) incl PCC Headwall	108	11	\$400.00	\$43,200.00
	out Rock	1,808	sf	\$4.00	\$7,232.00
	mporary/Interim Rock Lined Ditch	240	sf	\$18.30	\$4,392.00
	C Terrace Interceptor Ditch / PCC Overland Release Ditch	1,050	11	\$12.00	\$12,600.00
21 Fal	bric Lined Ditch	1,079	11	\$12.20	\$6,832.00
	/. Storm Drain	323	II.	\$14.00) \$2.05	\$15,106,00 \$662,15
				rainage Costs	\$224,685.40
	nd Enforcement Costs	2%	T T	anago costs	4,493.71
2  Co	nstruction Staking	4%			8,987.42
3  Co	nstruction Management	10%			22,468.54
4 Cor	nlingency	10%		_	22,468.54
o liuz	peclion	4%			8,987.42
	PANITADU CEMED	<u> </u>	Total Dra	Inage Costs	\$292,091.02
1 14"5	Sanitary Sower Extension to Lot 20	2121			
	Sanitary Sewer	210	If	\$31.50	\$6,615.00
	Sanilary Sewer Manhole	518	ea i	\$40.65	\$21,056.70 \$15,000.00
4 IAdj	ust Existing SS Manhole to Grade	11	ea	\$1,500.00	\$1,500.00
5 CO	TG	41	ea	\$508.00	\$2,032.00
	Force Main	774	11	\$50.80	\$39,319.20
7 Rec	construct E. SSMH w/60" SSMH	2	ea I	\$10,000,00	\$20,000.00
8 Cor 9 Sev	nnect to E Sewer Line	3	ea	\$1,500.001	\$4,500.00
10 T.V	wer Services 7. Sewer Line	201	ea	\$1,250.00	\$25,000.00
10 11.0		728	lf	\$2.05	\$1,492.40
1 Bon	nd Enforcement Costs	ublotal Direc	d Sanitary	Sewer Costs	\$136,515.30
	nstruction Staking	2%			2,730,31
	nstruction Management	4%			5,460.61
3 1600		10%			13,651.53
	nlingency				40 004 00
4 Con	nlingency pection	10%			13,651.53 5,460.61

### Exhibit A Enginner's Cost Estimate



Engineer's Bond Estimate TREVISO II - 20 LOTS TM11-1502

m No	Description	Quantity	Unit	Unit Price	Total Amou
1	1" Water Servico Extonsion to Lot 20 WATER				
2	2" Water Including Fillings	240		\$5.00	\$1,200
3	8" Water Including Fillings	206		\$10.00	\$2,060
4	8" Gale Valvo	642		\$40,65	\$26,097
5	10° Gale Valve	1 2		\$1,200.00	\$1,200
6	Water Servico			\$1,770.00	\$3,540
7	2" Water Service	20		\$900.00	\$18,000
8	2" Blow Off Valve	1		\$457.20	\$457
9	1" Air Releaso Valve	- Z		\$1,000.00	\$2,000
10	Fire Hydrant			\$965.20	\$965
11	Connect to E Water Line	3	ea	\$2,540.00	\$5,080
		Cut	oa	\$1,500.00 UWater Costs	\$4,500
1	Bond Enforcement Costs	2%		a water Costs	\$65,099
2	Construction Staking	4%			1,301
3	Construction Management	10%			2,603
4	Contingency	10%			6,509
5	Inspection	4%			6,509
		9%			2.603
	DRYUTILITY		10131	Water Costs	\$84,629
1	Joint Utility Trench	1 570	l lí	640.001	****
2	Utility Services	20		\$10.20	\$5,814
3	Conduit and Service Boxes	20	lot	\$8,128.00	\$162,560
4	Wiring and Transformer	20	lot	\$1,219.00	\$24,380
				\$1,219.00	\$24,380
1	Bond Enforcement Costs	500000	ured Di	y Utility Costs	5217,134
2	Construction Staking	2%			4,342
3	Construction Management	10%	-		8,685
4	Contingency	10%	_		21,713
5	Inspection	4%			21,713
		470			8,685
	MISCELLANEOUS				5282,274
1	SWPPP		101	4 000 00 1	
2	City of Folsom Encroachment	20	lot	1,000.00	20,000
		Sublotal Dire	ri Miscolla	16,000.00	16,000
1	Bond Enforcement Costs	2%	A IIIISCEIIE	16002 60312	38,000
2	Construction Staking	4%			720 1,440
3	Construction Management	10%			3,500
4	Contingency	10%			3,600
5	Inspection	4%			
			Miscalla	neous Costs	46,800
	SUMMARY	1012	miscons	10003 603631	40,000
		Total Dir	ect Const	ruction Costi	\$1,662,867
1	Bond Enforcement Costs	2%	1	addition dust	33,257.
2	Construction Staking	4%			66,514
	Construction Management	10%			166,286.
	Contingency	10%			166,286
	Inspection	4%			66,514.
			Total Est	Imated Cost	2,161,727.
_			1		-7.7.11.41.
_					
	CDA - TD - no exceptions taken				
_					
_					
-	-Al -d				
-	1111 111				
				i	
-1	11:1611:1-11111111111111111111111111111				
!	EID -no exceptions taken				
	George Chicks 6/5/14			ESSIO.	
	W				
0.00	11 \( \text{\( 1)} \) \( 1) \( 1) \( 1) \( 1) \) \( 1) \( 1) \) \( 1) \( 1) \( 1) \) \( 1) \( 1) \( 1) \) \( 1) \( 1) \) \( 1) \( 1) \( 1)		: 5.5	88810 S	
	470, Me Olib - 1010 117	11	31901	Control of	1
/	July Derry	11/5	1'/	OT O	1.
		1/32	600	RT Cros	11:20
		1130	1800	الن ا	1 311

3233 Monier Circle = Rancho Curdova, CA 95742 = T (916) 638-0919 = F (916) 638-2479 =

Gas i Garn

## Exhibit B Certificate of Partial Completion

#### **CERTIFICATION OF PARTIAL COMPLETION OF IMPROVEMENTS**

I hereby certify that the following improvements in the Treviso II, TM 11-1502 Subdivision have been completed, to wit:

	Total Amount	Percent Complete	Remaining Amount
Earthwork Improvements	\$884,248.30	0%	\$884,248.30
Street & Miscellaneous Improvements	394,214.34	0%	\$394,214.34
Drainage Improvements	292,091.02	0%	\$292,091.02
Sanitary Sewer Improvements	177,469.89	0%	\$177,469.89
Water Improvements	84,629.61	0%	\$84,629.61
Dry Utility Improvements	282,274.20	0%	\$282,274.20
Miscellaneous Improvements	46,800.00	0%	\$46,800.00
Totals	\$2,161,727.36		\$2,161,727.36

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be Two Million, One Hundred Sixty-One Thousand Seven Hundred Twenty-Seven dollars and 36 cents (\$2,161,727.36).

The Performance Bond is for the amount of Two Million, One Hundred Sixty-One Thousand Seven Hundred Twenty-Seven dollars and 36 cents (\$2,161,727.36).

The Laborers and Materialmens Bond is for the amount of **One Million Eighty Thousand Eight Hundred Sixty-Three dollars and 68 cents (\$1,080,863.68).** 

DATED: 7-29-14

ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 10/21/2014

Subdivision Engineer

David R. Crosariol, RCE 34520

CTA Engineering & Surveying

3233 Monier Circle

Rancho Cordova, CA 95742

Andrew S. Gaber, PE

**Deputy Director** 

Development/ROW/Engineering Community Development Agency

> AGMT 14-53965 Exhibit B

Treviso II, TM 11-1502