

ORIGINAL

AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS FOR CLASS 1 SUBDIVISION BETWEEN COUNTY, OWNERS AND SUBDIVIDER

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 and **CAL ATLANTIC GROUP, INC.**, a Delaware corporation, duly qualified to conduct business in the State of California, whose principal place of business is 3200 Douglas Boulevard, Suite 121, Roseville, California, 95661 (hereinafter referred to as "Owners"); 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 "Subdivider"), concerning **SERRANO - VILLAGE K5, PHASE 2, UNIT 4, TM 10-1496-R** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the _____ day of _____, 20____.

RECITALS

Owners are vested with fee title to the Subdivision, a tract of land located in the County of El Dorado, State of California, and described as **SERRANO - VILLAGE K5, PHASE 2, UNIT 4, TM 10-1496-R**. Owners desire Subdivider 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

SUBDIVIDER WILL:

1. Make or cause to be made all those public improvements in Subdivision required by Section 120.16.010 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 OF SERRANO - VILLAGE K5, Ph 2, UNIT 4**, which were approved by the County Engineer, Community Development Services, Department of Transportation, on October 21, 2016. Attached hereto are Exhibit A, marked "Improvement Plans for Serrano Village K5, Ph2-Unit 4 (TM 10-1496-R) Engineer's Opinion of Probable Construction Cost;" and Exhibit B, marked "Certificate of Partial Completion of Subdivision Improvements;" all 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 County's 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 120.16.050 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, Subdivider shall, upon twenty (20) days written notice by County, post replacement securities issued by Sureties 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's Community Development Services, Department of Transportation and filed with the Transportation Division Director as provided in Section 120.16.060 of the Code.
9. Repair at Subdivider'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 Subdivider'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, Subdivider, Owners, 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 Subdivider 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.

OWNERS WILL:

11. Enter into another agreement with County for all road improvements to be performed on County property. Such agreement shall include a requirement that Owners furnish insurance and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by County's Risk Management Division.

12. Consent to the subject improvements and provide continuous, sufficient access to County, Subdivider, Owner's, its successors and assigns, including but not limited to their 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 Owners.

14. To the fullest extent allowed by law, defend, indemnify and hold County 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, Subdivider, Owners, any Contractor(s), Subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Owners 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:

15. Upon execution of this Agreement and receipt of good and sufficient security as required by Section 120.16.050 of the Code and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.

16. 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 120.16.040 of the Code.

17. Release the security posted in accordance with Sections 120.16.040 and 120.16.052 of the Code.

18. Require Owners and/or Subdivider 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, provided the amount of such changes in the improvements does not exceed ten percent (10%) of the total estimated cost of the public improvements.

19. Require Owners and/or Subdivider 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 estimate and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed necessary 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.

20. Upon completion of the public improvements agreed to be performed herein, adopt a resolution accepting or rejecting the streets of said Subdivision into the County road system for maintenance.

21. 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 the County to secure the repair of any hidden defects in workmanship or materials which may appear.

22. 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:

23. The estimated cost of installing all of the improvements is **ONE MILLION FOUR HUNDRED NINETY-ONE THOUSAND ONE HUNDRED SEVENTY-ONE DOLLARS AND THREE CENTS (\$1,491,171.03).**

24. Subdivider and Owners 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 applicable 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.

25. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating 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 Owners or Subdivider of their respective obligations 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.

26. 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.

27. Neither this Agreement, nor any part thereof may be assigned by Owners or Subdivider without the express written approval of County.

28. 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 Services Department of Transportation 2850 Fairlane Court Placerville, California 95667 Attn.: Andrew S. Gaber, P.E. Deputy Director Development/ROW/Environmental	County of El Dorado Community Development Services Department of Transportation 2850 Fairlane Court Placerville, California 95667 Attn.: Adam Bane, P.E. Senior Civil Engineer Development/ROW/Environmental
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or to such other location as County directs.

Notices to Owners shall be addressed as follows:

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

Cal Atlantic Group, Inc.
3200 Douglas Boulevard, Suite 121
Roseville, California 95661
Attn.: Rachel Corona
Operational Vice President

or to such other location as Owners direct.

Notices to Subdivider shall be addressed as follows:

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

or to such other location as Subdivider directs.

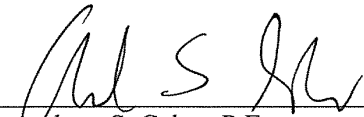
29. The County officer or employee with responsibility for administering this Agreement is Andrew S. Gaber, P.E., Deputy Director, Development/ROW/ Environmental, Community Development Services, Department of Transportation, or successor.

30. 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.

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


32. 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 Contract Administrator Concurrence:

By: 
Andrew S. Gaber, P.E.
Deputy Director
Development/ROW/Environmental
Community Development Services
Department of Transportation

Dated: 12/6/2017

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Community Development Services
Department of Transportation

Dated: 12/7/17

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: _____
Board of Supervisors
"County"

Dated: _____

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

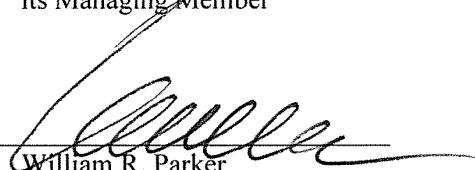
By: _____
Deputy Clerk

Dated: _____

OWNERS


**--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: 10-31-17

--CAL ATLANTIC GROUP, INC.--
--a Delaware Corporation--



By: 
Rachel Corona
Operational Vice President
"Owner"

Dated: 11/7/17

SUBDIVIDER

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

By: Parker Development Company
a California Corporation
its Managing Member

By: 
 William R. Parker
President
"Subdivider"

Dated: 10-31-17

Notary Acknowledgments 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 El Dorado

On 10-31-17 before me, Florence Tanner, Notary Public,
(here insert name and title of the officer)

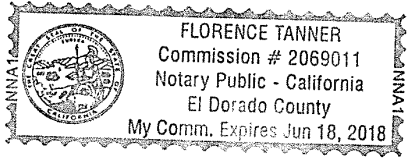
personally appeared William R. Parker

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)

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 11/7/17 before me, Trina Johnson
(here insert name and title of the officer)

personally appeared Rachel Corona

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 [Handwritten Signature]



(Seal)

SUBDIVIDER

ACKNOWLEDGMENT

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State of California
County of El Dorado

On 10-31-17 before me, Florence Tanner, Notary Public,
(here insert name and title of the officer)

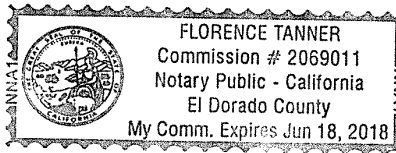
personally appeared William R. Parker

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WITNESS my hand and official seal.

Signature Florence Tanner



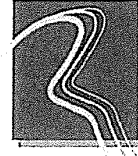
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Exhibit A

**Improvement Plans for Serrano Village K5, Ph2- Unit 4 (TM 10-1496-R)
Engineer's Opinion of Probable Construction Cost**


Job number: 2677.207
Date: 3/22/2016
Plan Set Date: 3/22/2016
Prepared by: EML
Reviewed by: DDS

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LIDAR
905 Sutter Street, Suite 200 Folsom, CA 95630
Phone: (916) 366-3040 Fax: (916) 366-3303
www.reyengineers.com



Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
GRADING					
1	Finish Pad Grading	28	LOT	\$350.00	\$9,800.00
2	Keystone Retaining Walls	2,990	SF	\$40.00	\$119,600.00
				Subtotal	\$129,400.00
EROSION CONTROL AND FUGITIVE DUST					
3	Erosion Control & SWPPP	28	LOT	\$2,000.00	\$56,000.00
4	Fugitive Dust Control	28	LOT	\$625.00	\$17,500.00
				Subtotal	\$73,500.00
STREET IMPROVEMENTS					
5	2"AC	8,290	SF	\$1.00	\$8,290.00
6	3"AC	34,990	SF	\$1.75	\$61,232.50
7	6" AB	8,290	SF	\$1.00	\$8,290.00
8	8" AB	34,990	SF	\$1.75	\$61,232.50
9	Type 1 - Rolled Curb and Gutter	2,805	LF	\$20.00	\$56,100.00
10	Concrete Sidewalk	6,831	SF	\$5.10	\$34,838.10
11	Sawcut	1,295	LF	\$2.00	\$2,590.00
12	0.1' Grind and Repave	18,275	SF	\$5.00	\$91,375.00
13	Remove Existing Pavement	61	SY	\$5.00	\$305.00
14	6" PVC Sleeves	192	LF	\$20.00	\$3,840.00
15	Handicap ramp	2	EA	\$1,190.00	\$2,380.00
16	Stop Bar and "STOP" sign	1	EA	\$800.00	\$800.00
17	Street Sign	1	EA	\$380.00	\$380.00
18	Construction Area Signs	1	LS	\$2,000.00	\$2,000.00
				Subtotal	\$333,653.10
POTABLE WATER IMPROVEMENTS					
19	6" PVC C900 (DR-14) (Hydrant Line)	23	LF	\$42.00	\$966.00
20	8" PVC C900 (DR-18)	832	LF	\$48.00	\$39,936.00
21	8" Gate Valve	1	EA	\$1,863.00	\$1,863.00
22	10" Gate Valve	2	EA	\$2,640.00	\$5,280.00
23	2" BlowOff	1	EA	\$1,654.00	\$1,654.00
24	1" ARV	1	EA	\$2,960.00	\$2,960.00
25	Fire Hydrant & Appurtenances	2	EA	\$5,678.00	\$11,356.00
26	Water Services	29	EA	\$1,445.00	\$41,905.00
27	Connect to Existing waterline	1	EA	\$2,500.00	\$2,500.00
				Subtotal	\$108,420.00

DRAINAGE IMPROVEMENTS					
28	12" HDPE	78	LF	\$35.00	\$2,730.00
29	18" HDPE	363	LF	\$45.00	\$16,335.00
30	Type 'B' DI	2	EA	\$2,500.00	\$5,000.00
31	TV Storm Drain	441	LF	\$2.05	\$904.05
32	48" Manhole	3	EA	\$4,700.00	\$14,100.00
33	Connect to Existing Manhole	1	EA	\$2,000.00	\$2,000.00
34	Reinforced Type 'B' DI	2	EA	\$3,600.00	\$7,200.00
				Subtotal	\$48,269.05
SEWER IMPROVEMENTS					
35	6" PVC, SDR-26	805	LF	\$61.00	\$49,105.00
36	Manhole (48")	3	EA	\$6,222.00	\$18,666.00
37	Manhole (48") w/ Lining & Cast-in-Place Base	1	EA	\$12,000.00	\$12,000.00
38	Sewer Service (4")	29	EA	\$1,953.00	\$56,637.00
39	TV Sewer	805	LF	\$2.05	\$1,650.25
40	Connect to Existing Sewerline	1	EA	\$2,500.00	\$2,500.00
				Subtotal	\$140,558.25
RECYCLED WATER IMPROVEMENTS					
41	8" PVC, C900 (DR-18)	862	LF	\$48.00	\$41,376.00
42	8" Gate Valve	1	EA	\$1,863.00	\$1,863.00
43	10" Gate Valve	2	EA	\$2,640.00	\$5,280.00
44	2" Blow Off	1	EA	\$1,474.00	\$1,474.00
45	1" ARV	1	EA	\$2,915.00	\$2,915.00
46	Services	29	EA	\$1,445.00	\$41,905.00
47	Connect to Existing waterline	1	EA	\$2,500.00	\$2,500.00
				Subtotal	\$97,313.00
DRY UTILITY COSTS					
48	Includes- Joint Utility Trench, Utility Services, Conduit & Service Boxes and Wiring & Transformer	28	LOT	\$7,000.00	\$196,000.00
				Subtotal	\$196,000.00
				Estimated Direct Construction Cost	\$1,127,113.40
				Mobilization (5% of Estimated Direct Construction Cost)	\$56,355.67
				Total Hard Cost	\$1,183,469.07
SOFT COSTS					
A	Bond Enforcement Costs	2%			\$23,669.38
B	Construction Staking	4%			\$47,338.76
C	Construction Management & Inspection	10%			\$118,346.91
D	Contingency	10%			\$118,346.91
				Subtotal Soft Cost	\$307,701.96
				Total Estimated Cost	\$1,491,171.03


R.E.Y. Engineers, Inc.



3/22/2016
Date


EID: No Exceptions Taken

4/22/16
Date


EDC-CDA-TD: No Exceptions Taken

10-13-16
Date

Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for Serrano Village K5, Phase 2, Unit 4, TM 10-1496R have been completed, to wit:

	Total Amount	Percent Completed	Remaining Amount
Grading Improvements	\$ 163,044.00	90%	\$ 16,304.40
Erosion Control and Fugitive Dust	\$ 92,610.00	60%	\$ 37,044.00
Street Improvements	\$ 420,402.91	90%	\$ 42,040.29
Potable Water Improvements	\$ 136,609.20	90%	\$ 13,660.92
Drainage Improvements	\$ 60,819.00	90%	\$ 6,081.90
Sewer Improvements	\$ 177,103.40	90%	\$ 17,710.34
Recycled Water Improvements	\$ 122,614.38	90%	\$ 12,261.44
Dry Utility Costs	\$ 246,960.00	90%	\$ 24,696.00
Mobilization	\$ 71,008.14	90%	\$ 7,100.81
Total	\$ 1,491,171.03		\$ 176,900.10

I estimate the total cost of completing the improvements agreed to be performed by the Subdivider to be **One Million Four Hundred Ninety-One Thousand One Hundred Seventy-One Dollars and Three Cents (\$1,491,171.03)**.

I estimate the total cost of completing the remainder of the improvements to be **One Hundred Seventy-Six Thousand Nine Hundred Dollars and Ten Cents (\$176,900.10)** and the cost of the completed work to be **One Million Three Hundred Fourteen Thousand Two Hundred Seventy Dollars and Ninety-Three Cents (\$1,314,270.93)**.

The amount of the Performance Bond is **One Hundred Seventy-Six Thousand Nine Hundred Dollars and Ten Cents (\$176,900.10)**, representing 100% of the Total Remaining Amount.

The amount of the Laborers and Materialmens Bond is **Seven Hundred Forty-Five Thousand Five Hundred Eighty-Five Dollars and Fifty-One Cents (\$745,585.51)**, which is 50% of the Total Cost of the Improvements.

DATED: 9/14/17

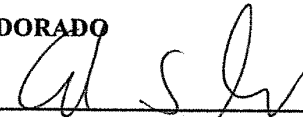


Don McCormick, RCE 42556
R.E.Y. Engineers, Inc.
905 Sutter Street, #200
Folsom, CA 95630



ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 9/14/2017



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