

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"), **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 **WEST VALLEY VILLAGE, LOT V, TM 12-1507** (hereinafter referred to as "Owner"); concerning **WEST VALLEY VILLAGE, LOT V, TM 12-1507** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 19th day of July, 2016.

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 West Valley Village Lot V, TM 12-1507. 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 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 West Valley Village lot "V", which were approved by the County Engineer, Community Development Agency, Transportation Division, on October 8, 2015. Attached hereto is Exhibit A, marked "Engineer's Opinion of Probable Construction Cost;" which is incorporated herein and made by reference a part hereof. 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 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, 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 120.16.060 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 County, 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 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.

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 120.16.040 of the Code.

16. Release the security posted in accordance with Sections 120.16.040 and 120.16.052 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 **Three Million Seven Hundred Eight Thousand Six Hundred Eight Dollars and Thirty-Seven Cents (\$3,708,608.37)**.

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
320 Roseville, CA 95661
Attn.: Larry Gualco,
Vice President

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

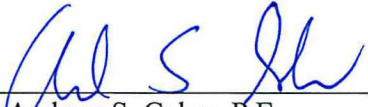
or to such other location as Owner directs.

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: June 17, 2016

Requesting Department Concurrence:


By: 

Steven M. Pedretti, Director
Community Development Agency

Dated: 6/17/16

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: 
Ron Mikulaco, Chair
Board of Supervisors
"County"

Dated: 7/19/16

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

By: 
Deputy Clerk

Dated: 7/19/16

--LENNAR HOMES OF CALIFORNIA, INC.--

By: 
Larry Gualco
Vice President
"Owner"

Dated: 5/3/16

By: 
Earl Keith
Vice President/
Division Controller

Dated: 5/3/16

Notary Acknowledgment Attached

OWNER

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of placer

On 5/3/16 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

personally appeared Larry Gualco & Earl Keith,

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

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

WITNESS my hand and official seal.

Signature Monique Reynolds



(Seal)

Bond No. K09283420
Premium \$11,629.00/annum
Palisades West Valley Lot 1 (V)

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 _____, 2016, and identified as project West Valley Village Lot V, TM 12-1507 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 Westchester Fire Insurance Company, (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of **Three Million Ninety-Two Thousand Eight Hundred Eighty-Nine Dollars and Ten Cents (\$3,092,889.10)** 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 May 12, 2016.

“Surety”

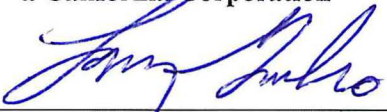
Westchester Fire Insurance Company

By 

Mechelle Larkin, Attorney-in-Fact
Print Name

“Principal”

Lennar Homes of California, Inc.
a California Corporation

By 

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

By 

Earl Keith,
Vice President/Division Controller
1420 Rocky Ridge Drive, Suite 320
Roseville, California 95661

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On 5/15/16 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

personally appeared Larry Gualeo, & Earl Keith

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

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

WITNESS my hand and official seal.

Signature Monique Reynolds



(Seal)

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 05/12/2016 before me, Kathy R. Mair, Notary Public,
(here insert name and title of the officer)

personally appeared Mechelle Larkin,

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

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

WITNESS my hand and official seal.

Signature Kathy R. Mair



(Seal)

Bond No. K09283420
Premium Incl. in Perf. Bond
Palisades West Valley Lot 1 (V)

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 _____, 2016, and identified as the Subdivision Improvement Agreement for West Valley Village Lot V, TM 12-1507 between the County and the Developer, AGMT # 15-54308, and the Improvement Plans for West Valley Village Lot V, TM 12-1507 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 Westchester Fire Insurance Company (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 **One Million Eight Hundred Fifty-Four Thousand Three Hundred Four Dollars and Eighteen Cents (\$1,854,304.18)**, 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 May 12, 2016.

“Surety”

Westchester Fire Insurance Company

By



Mechelle Larkin, Attorney-in-Fact

Print Name

“Principal”

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

By



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

By



Earl Keith,
Vice President/Division Controller
1420 Rocky Ridge Drive, Suite 320
Roseville, California 95661

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer

On 5/16/2016 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

personally appeared Larry Gualco & Earl Reith

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

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

WITNESS my hand and official seal.

Signature Monique Reynolds



(Seal)

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 05/12/2016 before me, Kathy R. Mair, Notary Public,
(here insert name and title of the officer)

personally appeared Mechelle Larkin,

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

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

WITNESS my hand and official seal.

Signature Kathy R. Mair



(Seal)

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Irene Lau, Kathy R Mair, Mechelle Larkin, Stephanie Banh, all of the City of IRVINE, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 1 day of September 2015.

WESTCHESTER FIRE INSURANCE COMPANY

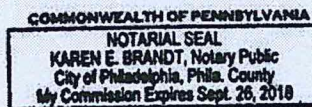


Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 1 day of September, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of MAY 12 2016



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 01, 2017.



Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for West Valley Village Lot V, TM 12-1507 have been completed, to wit:

	Total Amount	Percent Complete	Remaining Amount
Earthwork	\$ 292,733.75	50%	\$ 146,366.88
Erosion Control/Fugitive Dust	\$ 127,750.00	0%	\$ 127,750.00
Street Improvements	\$ 395,356.75	0%	\$ 395,356.75
Water Improvements	\$ 249,696.00	0%	\$ 249,696.00
Drainage Improvements	\$ 149,040.05	50%	\$ 74,520.03
Sewer Improvements	\$ 523,408.95	30%	\$ 366,386.27
Recycled Water Improvements	\$ 221,513.00	50%	\$ 110,756.50
Dry Utility Costs	\$ 490,000.00	0%	\$ 490,000.00
Bike Trail - Phase 2	\$ 174,920.40	0%	\$ 174,920.40
Bike Trail - Phase 2 - Landscape/Irrigation	\$ 73,762.02	0%	\$ 73,762.02
Bike Trail - Phase 2 - Bridge	\$ 105,000.00	0%	\$ 105,000.00
Mobilization	\$ 140,159.05		\$ 140,159.05
Bond Enforcement (2%)	\$ 58,866.80		\$ 49,093.48
Construction Staking (4%)	\$ 117,733.60		\$ 98,186.96
Construction Management & Inspection(10%)	\$ 294,334.00		\$ 245,467.39
Contingency (10%)	\$ 294,334.00		\$ 245,467.39
Total	\$ 3,708,608.37		\$ 3,092,889.10

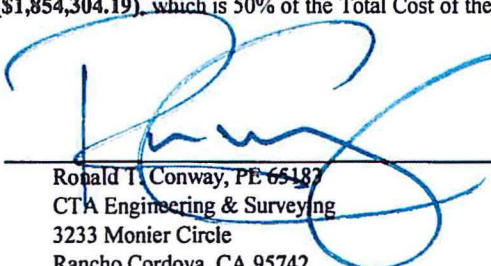
I estimate the total cost of completing the improvements agreed to be performed by the Owner to be **Three Million Seven Hundred Eight Thousand Six Hundred Eight Dollars and Thirty-Seven Cents (\$3,708,608.37)**.

I estimate the total cost of completing the remainder of the improvements to be **Three Million Ninety-Two Thousand Eight Hundred Eighty-Nine Dollars and Ten Cents (\$3,092,889.10)** and the cost of the completed work to be **Six Hundred Fifteen Thousand Seven Hundred Nineteen Dollars and Twenty-Seven Cents (\$615,719.27)**.

The amount of the Performance Bond is **Three Million Ninety-Two Thousand Eight Hundred Eighty-Nine Dollars and Ten Cents (\$3,092,889.10)**, representing 100% of the Remaining Amount.

The amount of the Laborers and Materialmens Bond is **One Million Eight Hundred Fifty-Four Thousand Three Hundred Four Dollars and Nineteen Cents (\$1,854,304.19)**, which is 50% of the Total Cost of the Improvements.

DATED: 5/3/16



 Ronald T. Conway, PE 65183
 CTA Engineering & Surveying
 3233 Monier Circle
 Rancho Cordova, CA 95742



ACCEPTED BY THE COUNTY OF EL DORADO

DATED: _____

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



**WEST VALLEY VILLAGE LOT V - 70 LOTS
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
March 31, 2016**

Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
EARTHWORK					
1	Clear & Grub	2.0	ac	\$1,600.00	\$3,200.00
2	Excavation	8,935	cy	\$15.25	\$136,258.75
3	Export Quantity	8,585	cy	\$15.00	\$128,775.00
4	Finish Pads	70	ea	\$350.00	\$24,500.00
				Subtotal	\$292,733.75
EROSION CONTROL / FUGITIVE DUST					
5	Erosion Control	70	lot	\$1,200.00	\$84,000.00
6	Fugitive Dust Control	70	lot	\$625.00	\$43,750.00
				Subtotal	\$127,750.00
STREET IMPROVEMENTS					
7	3"AC	54,604	sf	\$1.75	\$95,557.00
8	8" AB	54,604	sf	\$1.75	\$95,557.00
9	Type 1 - Rolled Curb and Gutter	3,309	lf	\$20.00	\$66,180.00
10	Type 2 - Vertical Curb & Gutter	586	lf	\$20.00	\$11,720.00
11	Type 3 - Median/Barrier Curb	380	lf	\$16.00	\$6,080.00
12	Type 4 - Median/Barrier Curb	59	lf	\$15.25	\$899.75
13	AC Dike	655	lf	\$4.00	\$2,620.00
14	Concrete Sidewalk	13,660	sf	\$5.10	\$69,666.00
15	Sawcut (Latrobe & Royal Oaks)	616	lf	\$2.00	\$1,232.00
16	2" AC Grind & Overlay w/ micro seal	6,722	sf	\$3.00	\$20,166.00
17	2" PVC Sleeves	212	lf	\$10.00	\$2,120.00
18	4" PVC Sleeves	212	lf	\$15.00	\$3,180.00
19	3' Retaining Wall (pedestrian HC ramp at Latrobe Rd)	3	cy	\$1,000.00	\$2,500.00
20	Misc. Concrete (cross-gutter at bike path)	100	sf	\$7.15	\$715.00
21	Handicap ramp (includes offsite pedestrian ramp)	7	ea	\$2,000.00	\$14,000.00
22	Stop Bar and "STOP" sign	2	ea	\$762.00	\$1,524.00
23	Street Sign	3	ea	\$380.00	\$1,140.00
24	End of Street Barricade	1	ea	\$500.00	\$500.00
				Subtotal	\$395,356.75

Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
WATER IMPROVEMENTS					
25	4" PVC C-900 (CL 150)	163	lf	\$40.00	\$6,520.00
26	4" Gate Valve	1	ea	\$800.00	\$800.00
27	6" PVC C-900 (CL 150)	1,905	lf	\$43.00	\$81,915.00
28	6" Gate Valve	4	ea	\$1,632.00	\$6,528.00
29	8" Gate Valve	2	ea	\$1,954.00	\$3,908.00
30	16" Gate Valve	2	ea	\$4,360.00	\$8,720.00
31	2" BlowOff	1	ea	\$1,654.00	\$1,654.00
32	1" ARV	1	ea	\$2,971.00	\$2,971.00
33	Fire Hydrant & Appurtenances	5	ea	\$5,784.00	\$28,920.00
34	Water Services	70	ea	\$1,468.00	\$102,760.00
35	Connect to Existing waterline	2	ea	\$2,500.00	\$5,000.00
				Subtotal	\$249,696.00
DRAINAGE IMPROVEMENTS					
36	12" HDPE	177	lf	\$35.00	\$6,195.00
37	18" HDPE	301	lf	\$45.00	\$13,545.00
38	24" HDPE	71	lf	\$61.00	\$4,331.00
39	36" HDPE	244	lf	\$100.00	\$24,400.00
40	Type B DI	6	ea	\$1,016.00	\$6,096.00
41	Type 4A Inlet W/ 60" Base	1	ea	\$2,600.00	\$2,600.00
42	TV Storm Drain	793	lf	\$2.05	\$1,625.65
43	24" OCPI	1	ea	\$2,200.00	\$2,200.00
44	36" OCPI	1	ea	\$2,600.00	\$2,600.00
45	48" OCPI	1	ea	\$3,000.00	\$3,000.00
46	60" OCPI	1	ea	\$4,200.00	\$4,200.00
47	Type GOL Drop Inlet	2	ea	\$3,000.00	\$6,000.00
48	36" Junction Box	1	ea	\$3,000.00	\$3,000.00
49	12" Flared End Section	2	ea	\$762.00	\$1,524.00
50	18" Flared End Section	5	ea	\$900.00	\$4,500.00
51	24" Flared End Section	1	ea	\$1,016.00	\$1,016.00
52	Culvert Headwall (Drain F)	3	cy	\$1,000.00	\$3,000.00
53	Fabric Lined Ditch (including pedestrian path)	6,926	sf	\$2.50	\$17,315.00
54	Rock Lined Ditch	232	lf	\$3.20	\$742.00
55	Remove (E) Fabric Lined Ditch (from rough grading)	127	lf	\$10.00	\$1,270.00
56	Ditch Drain Structure (includes below)	1	ls	\$17,130.00	\$17,130.00
	1 ea - 60" OCPI				
	18 lf - 24" Class 4 RCP				
	2 ea - 24" Trash Racks				
	600 sf - 3" Shotcrete w/ WWF reinforcement				
57	Rock Inlet/Outlet Protection	35	cy	\$650.00	\$22,750.00
				Subtotal	\$149,040.05



Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
SEWER IMPROVEMENTS					
58	6" PVC, SDR-26	3,659	lf	\$63.00	\$230,517.00
59	Manhole (48")	16	ea	\$6,531.00	\$104,496.00
60	Manhole (48") w/ Lining	1	ea	\$9,886.00	\$9,886.00
61	Manhole (60")	3	ea	\$9,075.00	\$27,225.00
62	Manhole (60") w/ Lining	1	ea	\$12,474.00	\$12,474.00
63	Gravity Service (4")	70	ea	\$1,833.00	\$128,310.00
64	TV Sewer	3,659	lf	\$2.05	\$7,500.95
65	Remove Existing Cleanout	1	ea	\$500.00	\$500.00
66	Connect to Existing Sewerline	1	ea	\$2,500.00	\$2,500.00
				Subtotal	\$523,408.95
RECYLED WATER IMPROVEMENTS					
67	6" PVC, C-900, CL 150	2,108	lf	\$43.00	\$90,644.00
68	6" Gate Valve	7	ea	\$1,705.00	\$11,935.00
69	10" Gate Valve	2	ea	\$2,640.00	\$5,280.00
70	2" Blow Off	1	ea	\$1,474.00	\$1,474.00
71	1" ARV	1	ea	\$2,952.00	\$2,952.00
72	Services	71	ea	\$1,468.00	\$104,228.00
73	Connect to Existing waterline	2	ea	\$2,500.00	\$5,000.00
				Subtotal	\$221,513.00
DRY UTILITY COSTS					
74	Dry Utility Cost	70	lot	\$7,000.00	\$490,000.00
				Subtotal	\$490,000.00
BIKE TRAIL - PHASE 2					
75	2" AC	13,276	sf	\$2.00	\$26,552.00
76	4" AB	19,965	sf	\$1.50	\$29,947.50
77	2" DG	6,690	sf	\$2.00	\$13,380.00
78	Erosion Control	19,965	sf	\$1.00	\$19,965.00
79	2"AC (pedestrian path ramp)	1,455	sf	\$2.00	\$2,910.00
80	4" AB (pedestrian path ramp)	1,455	sf	\$1.50	\$2,182.50
81	3" DG (offsite bike path)	6,712	sf	\$2.00	\$13,424.00
82	8" AB (offsite bike path)	6,712	sf	\$1.75	\$11,746.00
83	3"AC (offsite bike path)	14,600	sf	\$1.75	\$25,550.00
84	8" AB (offsite bike path)	14,600	sf	\$1.75	\$25,550.00
85	4" Thermoplastic Traffic Stripe	1,800	lf	\$0.50	\$900.00
86	Thermoplastic Pavement Marking (Stop Bar)	3	ea	\$125.00	\$375.00
87	Roadside Sign - One Post	6	ea	\$406.40	\$2,438.40
				Subtotal	\$174,920.40
BIKE TRAIL - PHASE 2 - LANDSCAPE/IRRIGATION					
88	24" Box Trees (Nursery)	96	ea	\$225.00	\$21,600.00
89	5 Gal. Shrubs (Nursery)	477	ea	\$22.00	\$10,494.00
90	Fine Grading	51,442	sf	\$0.06	\$3,086.52
91	Bark Mulch - 2" Depth	51,442	sf	\$0.35	\$18,004.70
92	Drip Irrigation	51,442	sf	\$0.40	\$20,576.80
				Subtotal	\$73,762.02



Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
BIKE TRAIL - PHASE 2 - BRIDGE					
93	Structural Bridge Abutments	2	ea	\$15,000.00	\$30,000.00
94	Furnished Prefabricated Bridge Structure	1	ea	\$60,000.00	\$60,000.00
95	Install Prefabricated Bridge Structure	1	ea	\$15,000.00	\$15,000.00
				Subtotal	\$105,000.00
				Estimated Direct Construction Cost	\$2,803,180.92
				Mobilization (5% of Estimated Direct Construction Cost)	\$140,159.05
				Estimated Direct Construction Cost	\$2,943,339.97
SOFT COSTS					
A	Bond Enforcement Costs	2%			\$58,866.80
B	Construction Staking	4%			\$117,733.60
C	Construction Management & Inspection	10%			\$294,334.00
D	Contingency	10%			\$294,334.00
				Subtotal	\$765,268.39
				Total Estimated Cost	\$3,708,608.36

Gregory Dicks 5/24/16
 EDC-CDA-TD: No Exceptions Taken

[Signature] 4-21-16
 EID: No Exceptions Taken