

**AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS**  
**FOR CLASS 1 SUBDIVISION**  
**BETWEEN COUNTY, OWNER 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 **R-HEARTHSTONE LOT OPTION POOL 05, L.P.**, a Delaware limited partnership, duly qualified to conduct business in the State of California, whose principal place of business is 23975 Park Sorrento, Suite 220, Calabasas, California, 91302 (hereinafter referred to as "Owner"); and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 1025 Creekside Ridge Drive, Suite 240, Roseville, California 95678 (hereinafter referred to as "Subdivider"), concerning **CARSON CREEK – VILLAGE 11A, TM 20-0001** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 22 day of August, 2023.

**RECITALS**

Owner is vested with fee title to the Subdivision, a tract of land located in the County of El Dorado, State of California, and described as **CARSON CREEK – VILLAGE 11A, TM 20-0001**. Owner desires 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 Improvement Plans for Carson Creek – Village 11A which were approved by the County Engineer, Department of Transportation, on October 17, 2022. Attached hereto is Exhibit A, marked "Improvement Plans for Carson Creek - Village 11A (TM #20-0001) 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 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 cover 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 County's Board of Supervisors.

8. Have as-built plans prepared by a civil engineer acceptable to County's Department of Transportation and filed with the Department of Transportation 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, 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 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.

## **OWNER 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 Owner 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, its 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.

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, Owner, 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 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.

## **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 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 Owner 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 County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated.

19. Require Owner 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 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. Require Owner and Subdivider to pay County for costs, expenses, and reasonable attorneys' fees 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 or Subdivider subsequently proceeds to complete the work.

**ADDITIONAL PROVISIONS:**

23. The estimated cost of installing all of the improvements is **FIFTEEN MILLION FOUR HUNDRED SIXTY THOUSAND SIX HUNDRED EIGHTY-SEVEN DOLLARS AND TWENTY-ONE CENTS (\$15,460,687.21).**

24. Subdivider and 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 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 Owner 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 Owner 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  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
Attn.: Adam Bane, P.E..  
Supervising Civil Engineer  
Transportation Planning  
and Land Development

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
Attn.: Lindsay Tallman  
Administrative Analyst

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

R-HEARTHSTONE LOT OPTION POOL 05, L.P.  
c/o Hearthstone  
23975 Park Sorrento, Suite 220  
Calabasas, CA 91302  
Attn: Steven Porath, Esq., General Counsel

or to such other location as Owner directs.

Notices to Subdivider shall be addressed as follows:

Lennar Homes of California, LLC.  
1025 Creekside Ridge Dr. #240  
Roseville, CA 95678  
Attn: Larry Gualco


or to such other location as Subdivider directs.

29. The County officer or employee with responsibility for administering this Agreement is Adam Bane, P.E., Supervising Civil Engineer, Transportation Planning and Land Development, 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.

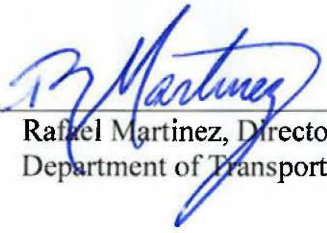
31. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Requesting Contract Administrator Concurrence:**

By:   
Adam Bane, P.E.  
Supervising Civil Engineer  
Transportation Planning  
and Land Development  
Department of Transportation

Dated: 7-3-23

**Requesting Department Concurrence:**

By:   
Rafael Martinez, Director  
Department of Transportation

Dated: 7-3-23

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: Wendy Thomas  
Board of Supervisors  
"County"

Dated: 8-22-23

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

By: Kyle Kufner  
Deputy Clerk

Dated: 8-22-23

--R-HEARTHSTONE LOT OPTION POOL 05, L.P.--  
--a Delaware Limited Partnership--

By: R-Hearthstone PBLOJV GP, LLC  
a Delaware limited liability company,  
its General Partner

By: Steven Porath  
Steven Porath, Esq.  
General Counsel  
"Owner"

Dated: JUNE 6, 2023

--LENNAR HOMES OF CALIFORNIA, LLC--  
--a California Limited Liability Company--

By: Larry Gualco  
Larry Gualco  
Vice President  
"Subdivider"

Dated: 6/6/23

*Notary Acknowledgments Attached*



OWNER

ACKNOWLEDGMENT

State of California

County of Los Angeles

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.

On June 6, 2023 before me, Karen S Hornback, Notary Public,  
(here insert name and title of the officer)

personally appeared Steven Porath

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 Karen S Hornback



(Seal)

## 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 June 7, 2023 before Jessica D. Granzella, Notary Public,  
(Insert name and title of the officer)

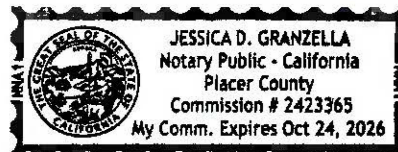
personally appeared Larry Gualco,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)





## Exhibit A

### Improvement Plans for Carson Creek - Village 11A (TM #20-0001) Engineer's Opinion of Probable Construction Cost

Job number: 7310.028  
Date: 9/1/2022  
Plan Set Date: 8/24/2022  
Prepared by: CDH  
Reviewed by: VJH

R.E.Y. ENGINEERS, INC.  
Civil Engineers | Land Surveyors | L.D.A.R.  
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
<b>EROSION CONTROL</b>					
1	Erosion Control Measures & SWPPP Compliance	113	LOT	\$2,500.00	\$282,500.00
2	Fugitive Dust Control	113	LOT	\$800.00	\$90,400.00
<b>Erosion Control Subtotal</b>					<b>\$372,900.00</b>
<b>STREET IMPROVEMENTS</b>					
3	3" AC/8" AB	257,321	SF	\$4.80	\$1,235,140.80
4	Secondary Access Rd (3"AC/8" AB)	30,000	SF	\$4.80	\$144,000.00
5	Type 1 - Rolled Curb & Gutter (Modified)	10,001	LF	\$25.00	\$250,025.00
6	Type 2 - Vertical Curb & Gutter (Modified)	7,043	LF	\$25.00	\$176,075.00
7	Type 3 - Median/Barrier Curb	844	LF	\$19.75	\$16,669.00
8	Concrete Sidewalk (4")	25,527	SF	\$6.50	\$166,925.50
9	Concrete Meandering Sidewalk (4")	15,315	SF	\$6.50	\$99,547.50
10	Pedestrian Ramp	51	EA	\$1,650.00	\$84,150.00
11	Grind and Overlay (Pavement Conform)	96	SF	\$22.00	\$2,112.00
12	Sawcut Existing Pavement	48	LF	\$6.00	\$288.00
13	Sawcut and Remove Existing Pavement	1,092	SY	\$6.00	\$6,552.00
14	Traffic Barricade w/ W31 Sign (3)	403	SF	\$48.00	\$19,344.00
15	Street Sign	54	EA	\$475.00	\$25,650.00
16	24' Wide County Standard Dwy	2	EA	\$8,000.00	\$16,000.00
17	Sidewalk Barricade	13	EA	\$48.00	\$624.00
18	Remove Existing Barricade	1	EA	\$500.00	\$500.00
19	Metal Beam Guard Rail	292	LF	\$56.00	\$16,352.00
<b>Street Improvements Subtotal</b>					<b>\$2,258,954.80</b>
<b>POTABLE WATER IMPROVEMENTS</b>					
20	4" PVC C-900 DR-18	198	LF	\$64.00	\$12,672.00
21	4" DIP	374	LF	\$70.00	\$26,180.00
22	6" PVC C900, DR-18	157	LF	\$85.00	\$13,345.00
23	6" DIP	61	LF	\$94.00	\$5,734.00
24	6" Fire Hydrant Line (DR-14)	356	LF	\$89.00	\$31,684.00
25	8" PVC C-900 DR-18	3,084	LF	\$71.00	\$218,964.00
26	12" PVC C900, CL150	3,510	LF	\$100.00	\$351,000.00
27	8" DIP	2,144	LF	\$79.00	\$169,376.00
28	12" DIP, CL350	1,440	LF	\$120.00	\$172,800.00
29	12" DIP RESTRAINED, CL350	361	LF	\$120.00	\$43,320.00
30	4" Gate Valve	5	EA	\$1,800.00	\$9,000.00
31	6" Gate Valve	21	EA	\$2,016.00	\$42,336.00
32	8" Gate Valve	46	EA	\$2,549.00	\$117,254.00
33	12" Gate Valve	30	EA	\$3,151.00	\$94,530.00
34	12" Butterfly Valve	8	EA	\$3,200.00	\$25,600.00
35	2" Blow Off	25	EA	\$2,347.00	\$58,675.00
36	4" Blow Off	6	EA	\$5,033.00	\$30,198.00
37	1" Air Release Valve	7	EA	\$4,354.00	\$30,478.00
38	2" Air Release Valve	5	EA	\$6,347.00	\$31,735.00
39	Water Brackets	18	EA	\$800.00	\$14,400.00
40	8" to 4" Reducer	1	EA	\$1,500.00	\$1,500.00
41	8" to 6" Reducer	1	EA	\$2,000.00	\$2,000.00
42	12" to 8" Reducer	5	EA	\$2,977.00	\$14,885.00
43	Fire Hydrant Assembly	21	EA	\$7,606.00	\$159,726.00
44	12" Water Remove	8	LF	\$45.00	\$360.00
45	1" Service	170	EA	\$2,828.00	\$480,760.00
46	2" Irrigation Service w/BFP	8	EA	\$7,590.00	\$60,720.00
47	6" Irrigation Sleeves	393	LF	\$50.00	\$19,650.00



**Improvement Plans for Carson Creek - Village 11A (TM #20-0001)**  
**Engineer's Opinion of Probable Construction Cost**

Job number: 7310.028  
 Date: 9/1/2022  
 Plan Set Date: 8/24/2022  
 Prepared by: CDH  
 Reviewed by: VJH

**R.E.Y. ENGINEERS, INC.**  
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48	2" Service -EID Sampling Station	1	EA	\$7,590.00	\$7,590.00
49	2" Service - EID Flushing Station	1	EA	\$7,590.00	\$7,590.00
50	Pressure Reducing Station	1	EA	\$75,000.00	\$75,000.00
51	Remove Ex. BO/ARV & Connect to Existing 12" Line	1	EA	\$3,500.00	\$3,500.00
52	Connect to Existing 8" Line	1	EA	\$3,000.00	\$3,000.00
				<b>Potable Water Subtotal</b>	<b>\$2,335,562.00</b>
<b>DRAINAGE IMPROVEMENTS</b>					
53	8" Perforated Pipe with Filter Fabric	1,334	LF	\$71.00	\$94,714.00
54	12" HDPE	798	LF	\$49.00	\$39,102.00
55	12" RCP	71	LF	\$100.00	\$7,100.00
56	12" FES	3	EA	\$1,120.00	\$3,360.00
57	15" HDPE	160	LF	\$54.00	\$8,640.00
58	18" HDPE	3,133	LF	\$66.00	\$206,778.00
59	18" RCP	225	LF	\$115.00	\$25,875.00
60	18" FES	6	EA	\$1,310.00	\$7,860.00
61	24" HDPE	3,328	LF	\$90.00	\$299,520.00
62	24" RCP	213	LF	\$150.00	\$31,950.00
63	24" Concrete Collar with Trash Rack	1	EA	\$2,500.00	\$2,500.00
64	24" FES	4	EA	\$1,490.00	\$5,960.00
65	30" HDPE	668	LF	\$97.00	\$64,796.00
66	30" RCP	93	LF	\$170.00	\$15,810.00
67	30" FES	2	EA	\$1,650.00	\$3,300.00
68	36" HDPE	838	LF	\$146.00	\$122,348.00
69	36" RCP	241	LF	\$200.00	\$48,200.00
70	36" FES	2	EA	\$1,755.00	\$3,510.00
71	36" Concrete Collar with Trash Rack	1	EA	\$3,000.00	\$3,000.00
72	42" RCP	95	LF	\$250.00	\$23,750.00
73	42" FES	2	EA	\$1,950.00	\$3,900.00
74	42" Concrete Collar with Trash Rack	1	EA	\$3,500.00	\$3,500.00
75	48" RCP	39	LF	\$250.00	\$9,750.00
76	Type 'B' Drainage Inlet	69	EA	\$3,660.00	\$252,540.00
77	48" Manhole	37	EA	\$6,900.00	\$255,300.00
78	48" Manhole w/Grate Top	6	EA	\$6,900.00	\$41,400.00
79	60" Manhole	24	EA	\$6,900.00	\$165,600.00
80	60" Manhole w/Grate Top	3	EA	\$6,900.00	\$20,700.00
81	72" Manhole	4	EA	\$13,000.00	\$52,000.00
82	Outlet Slope Protection (T-504)	8	EA	\$800.00	\$6,400.00
83	Remove Existing Drainage Inlets	1	EA	\$2,000.00	\$2,000.00
84	Overflow Structure	27	EA	\$2,500.00	\$67,500.00
85	Bioretention Soil	2,262	CY	\$45.00	\$101,790.00
86	3/4" Drain Rock	1,276	CY	\$35.00	\$44,660.00
87	3" Washed Pea Gravel	325	CY	\$25.00	\$8,125.00
88	Remove Existing 18" Pipe	1	EA	\$1,750.00	\$1,750.00
89	Core & Connect to Existing SDMH	1	EA	\$2,500.00	\$2,500.00
90	TV Inspection	7,521	LF	\$2.50	\$18,802.50
				<b>Drainage Subtotal</b>	<b>\$2,076,290.50</b>
<b>SEWER IMPROVEMENTS</b>					
91	6" PVC, SDR-26	7,550	LF	\$85.00	\$641,750.00
92	6" PVC C900, DR-18	217	LF	\$85.00	\$18,445.00
93	8" PVC, SDR-26	1,980	LF	\$118.00	\$233,640.00
94	8" PVC C900 DR-18	227	LF	\$118.00	\$26,786.00
95	Flushing Branch	14	EA	\$2,500.00	\$35,000.00
96	48" Manhole	11	EA	\$9,128.00	\$100,408.00
97	48" Manhole with Lining	11	EA	\$12,875.00	\$141,625.00
98	60" Manhole	12	EA	\$12,859.00	\$154,308.00
99	60" Manhole with Lining	15	EA	\$19,113.00	\$286,695.00
100	Sewer Service - Gravity	165	EA	\$2,256.00	\$372,240.00



**Improvement Plans for Carson Creek - Village 11A (TM #20-0001)**  
**Engineer's Opinion of Probable Construction Cost**

Job number: 7310.028  
 Date: 9/1/2022  
 Plan Set Date: 8/24/2022  
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101	TV Camera Inspection	9,974	LF	\$2.50	\$24,935.00
102	6" Sewer Clean Out	1	EA	\$1,712.00	\$1,712.00
103	6" Steel Casing	140	LF	\$100.00	\$14,000.00
104	8" Steel Casing	290	LF	\$150.00	\$43,500.00
105	Connect to Existing Sewerline	1	EA	\$2,500.00	\$2,500.00
105	Sewer Access pad (12"AB)	254	SF	\$3.00	\$762.00
106	Sewer Access Road (3"AC/7"AB)	2,197	SF	\$5.25	\$11,534.25
<b>Sewer Subtotal</b>					<b>\$2,109,840.25</b>
<b>MISCELLANEOUS IMPROVEMENTS</b>					
107	CONSPAN North Bridge	1	LS	\$687,350.00	\$687,350.00
108	CONSPAN South Bridge	1	LS	\$779,850.00	\$779,850.00
109	Removable Bollards	4	EA	\$300.00	\$1,200.00
110	Post and Cable Fence	1,651	LF	\$25.00	\$41,275.00
111	Lot L Access Road (2"AC/6" AB)	5,780	SF	\$4.50	\$26,010.00
112	6' Soundwall	872	LF	\$100.00	\$87,200.00
<b>Miscellaneous Subtotal</b>					<b>\$1,622,885.00</b>
<b>DRY UTILITY COSTS</b>					
113	Includes- Joint Utility Trench, Utility Services, Conduit & Service Boxes and Wiring & Transformer	113	LOT	\$8,050.00	\$909,650.00
<b>Dry Utility Subtotal</b>					<b>\$909,650.00</b>
<b>Total Construction Cost</b>					<b>\$11,686,082.55</b>
<b>Mobilization (5% of Estimated Direct Construction Cost)</b>					<b>\$584,304.13</b>
<b>Total Hard Cost</b>					<b>\$12,270,386.68</b>
<b>SOFT COSTS</b>					
A	Bond Enforcement Costs	2%			\$245,407.73
B	Construction Staking	4%			\$490,815.47
C	Construction Management & Inspection	10%			\$1,227,038.67
D	Contingency	10%			\$1,227,038.67
<b>Subtotal Construction Services</b>					<b>\$3,190,300.54</b>
<b>Total Bond Cost</b>					<b>\$15,460,687.21</b>

**Improvement Plans for Carson Creek - Village 11A (TM #20-0001)**  
**Engineer's Opinion of Probable Construction Cost**

Job number: 7310.028  
Date: 9/1/2022  
Plan Set Date: 8/24/2022  
Prepared by: CDH  
Reviewed by: VJH

**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



*In providing construction cost estimates, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's construction cost estimates are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's cost estimate.*

*Vanessa J. Humphrey*

R.E.Y. Engineers, Inc.



09-01-2022

Date

*CDH*

EID: No Exceptions Taken

*12/14/22*

Date

*CDH*

EDC-CDA-TD: No Exceptions Taken

*12-14-22*

Date



## Exhibit B

### Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for Carson Creek - Village 11A TM 20-0001 have been completed, to wit:

	Total Amount	Percent Completed	Remaining Amount
Erosion Control	\$ 372,900.00	25%	\$ 279,675.00
Street Improvements	\$ 2,258,954.80	10%	\$ 2,033,059.32
Potable Water Improvements	\$ 2,335,562.00	40%	\$ 1,401,337.20
Drainage Improvements	\$ 2,076,290.50	35%	\$ 1,349,588.83
Sewer Improvements	\$ 2,109,840.25	60%	\$ 843,936.10
Miscellaneous Improvements	\$ 1,622,885.00	20%	\$ 1,298,308.00
Dry Utility Costs	\$ 909,650.00	15%	\$ 773,202.50
Mobilization (5%)	\$ 584,304.13		\$ 398,955.35
Bond Enforcement (2%)	\$ 245,407.73		\$ 167,561.25
Construction Staking (4%)	\$ 490,815.47		\$ 335,122.49
Construction Management & Inspection (10%)	\$ 1,227,038.67		\$ 837,806.23
Contingency (10%)	\$ 1,227,038.67		\$ 837,806.23
<b>Total</b>	<b>\$ 15,460,687.21</b>		<b>\$ 10,556,358.50</b>

I estimate the total cost of completing the improvements agreed to be performed by the Owner to be **Fifteen Million Four Hundred Sixty Thousand Six Hundred Eighty-Seven Dollars and Twenty-One Cents (\$15,460,687.21)**.

The amount of the Performance Bond is **Ten Million Five Hundred Fifty-Six Thousand Three Hundred Fifty-Eight Dollars and Fifty Cents (\$10,556,358.50)**, representing 100% of the Total Remaining Amount.

The amount of the Laborers and Materialmens Bond is **Seven Million Seven Hundred Thirty Thousand Three Hundred Forty-Three Dollars and Sixty-One Cents (\$7,730,343.61)**, which is 50% of the Total Cost of the Improvements.

DATED: 05-31-23






Vanessa Humphrey, PE 73748  
R.E.Y. Engineers, Inc.  
905 Sutter Street, Suite 200  
Folsom, CA 95630

**ACCEPTED BY THE COUNTY OF EL DORADO**

DATED: 6-1-23

  
Adam Bane, P.E.  
Supervising Civil Engineer  
Transportation Planning & Land Development