

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

THIS AGREEMENT, made on this 29 day of March, 200<sup>5</sup>, by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "County", and **AKT Promontory LLC, a California limited liability company**, hereinafter referred to as "Owner", concerning **The Promontory Village No. 6 Phase 2-B, TM 97-1333**, hereinafter referred to as "Subdivision", the Final Map of which was filed with the Board of Supervisors of El Dorado County on 29 day of March, 2005.

**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 **The Promontory Village No. 6 Phase 2-B TM97-1333**. 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 the County Board of Supervisors, and the Final Map to be filed and recorded, the parties agree as follows:

**AGREEMENT**

**OWNER WILL:**

1. Make or cause to be made all those public improvements in Subdivision required by Section 16.16.010 of the El Dorado County Ordinance Code and shown or described in the improvement plans, specifications and cost estimates entitled **The Promontory, Village No. 6 Phase 2-B TM 97-1333, The Cost Estimated Only For The Existing Francisco Blvd\EDH Blvd. Intersection**, which were approved by the Director, Department of Transportation, on May 11, 2004.
2. Complete said improvements within two (2) years from the date that the Subdivision Final Map is filed with the Board of Supervisors of El Dorado County.
3. 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 the County of El Dorado, Grading, Erosion and Sediment Control Ordinance. Failure to comply with this provision shall constitute a material breach of this agreement.
4. Post security as provided in Section 16.16.050 of said Code.
5. Provide and cover the costs of related civil engineering services, including the costs of inspection and utility relocation when required, and attorney's fees, costs, and expenses of legal services.

6. Provide deposit for and cover all costs of construction oversight, inspection, administration and acceptance of the work by the County in accordance with the County Engineer Fee Schedule adopted by Resolution of the Board of Supervisors of El Dorado County.

7. Have as-built plans prepared by a civil engineer and filed with the County Department of Transportation as provided in Section 16.16.060 of said code.

8. Repair at Owner's sole cost and expense, any hidden defects, in workmanship or materials which appear in the work within one (1) year following acceptance of the work by County.

9. To the fullest extent allowed by law, defend, indemnify and hold the 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 the Owner's work, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of the County, the Owner, any Contractor(s), Subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, it's officers and employees, or as expressly prescribed 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 the insurance requirements and shall not be limited thereto.

10. 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 that complies with the standard County insurance requirements in amounts stated, or to be approved by the County Risk Manager.

11. Provide continuous, sufficient access to Owner's successors, 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.

12. 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.

13. Post security as provided in Section 16.16.050 of said Code for the traffic signal improvements at the intersection of Existing El Dorado Hills Boulevard and Francisco Drive. At the time these improvements are ready for construction by the County or it is determined by the County that this intersection will be relocated, the Owner shall furnish the costs as identified for the work shown in this agreement subject to a reimbursement for the advancement of said cost.

**COUNTY WILL:**

14. Upon execution of this Agreement and receipt of a good and sufficient security as required by Section 16.16.050 of said Code and upon compliance with all requirements of law, including all County statutes, approve the Final Map of the Subdivision.

15. Upon receipt of a certificate from the County Director of the Department of Transportation 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 a new security as provided in Section 16.16.040 of said Code.

16. Release the security posted in accordance with Sections 16.16.040 and 16.16.052 of said 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 estimate as may be deemed by the County Director of the Department of Transportation 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.

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 estimate and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed necessary by the County Director of Transportation to be necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements and the County of El Dorado Grading, Erosion and Sediment Control Ordinance.

19. 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.

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

21. Be entitled to costs, expenses and reasonable attorney fees to be paid by the Owner should County be required to commence an action to enforce the provisions of the Agreement, to enforce the security obligations provided herein, and all attorneys fees, costs, and expenses of litigation incurred by the County even if Owner subsequently proceeds to complete the work.

22. Be entitled to costs and expenses incurred by the County for construction oversight, inspection, administration and acceptance of the work in accordance with this agreement.

**ADDITIONAL PROVISIONS:**

The estimated cost of installing all of the improvements is One Million Eight Hundred Sixteen Thousand sixty-four dollars (\$1,816,064) and the total cost of completing the offsite improvements is Two Hundred Ninety-one Thousand Eight Hinderd Sixty-six dollars (\$291,866).

23. An itemized account of estimated costs of improvements is set forth on sheets attached to and made a part of this Agreement.

Inspection of the work and/or materials or statement by any officer, agent, or employee of El Dorado 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 therefor, or any combination or all of these acts, shall not relieve the Owner of his obligation to fulfill this Agreement as prescribed; nor shall the County be stopped from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.

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 authority and to bind upon said parties to the obligations set forth herein.

26. 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. Owner waives any removal rights it might have under Code of Civil Procedure section 394.

(CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties, hereinbefore named, the day and year first above written.

COUNTY OF EL DORADO

By: [Signature]  
Chairman, Board of Supervisors

ATTEST:

DIXIE L. FOOTE, County Clerk  
Board of Supervisors Clerk

By: [Signature]  
Deputy Clerk

OWNER

AKT Promontory LLC

A California Corporation limited liability company

By: AKT DEVELOPMENT INC.  
A California Corporation Managing member

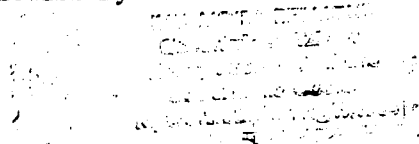
By: [Signature]  
Mark Enes,  
Executive Vice President  
7700 College Town Drive  
Suite 101  
Sacramento, Ca 95826

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On this 17<sup>th</sup> day of JUNE, 2007, before me a Notary Public, personally appeared MARK ENES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.



[Signature]  
Notary Public in and for said County and State

Agreement to Make Subdivision Improvements for  
Class 1 Subdivisions Between County and Owner  
The Promontory Village No. 6 Phase 2-B- TM 97-1333

**SCHEDULE OF ON-SITE GRADING**

That Owner agrees to improve all streets and roads for dedication upon the final map of **The Promontory Village No. 6 Phase 2-B** Subdivision required by El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the Director of Transportation, and as set forth in the following Schedule of On-Site Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b><u>Earthwork</u></b>				
Clearing and Grubbing	1	LS	\$5,000.00	\$5,000
Roadway Excavation	7,200	CY	\$10.00	\$72,000
Erosion Control	1	LS	\$20,000.00	\$20,000
			Subtotal	<b>\$97,000</b>
		Engineer/Staking (10%)		\$11,640
		Construction Mgt (2%)		\$1,940
		Contingency (15)%		\$15,423
		Inspection and Testing (5%)		\$5,820
<b>Total On-site Earthwork Improvement Cost</b>				<b>\$131,823</b>

### SCHEDULE OF ON-SITE STREET IMPROVEMENTS

That Owner agrees to improve all streets and roads for dedication upon the final map of **The Promontory Village No. 6 Phase 2-B** Subdivision required by El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the Director of Transportation, and as set forth in the following Schedule of On-Site Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
3" AC & 8" AB	129,284	SF	\$3.00	\$387,852
4" Aggregate Base Maintenance Road	16,390	SF	\$1.00	\$16,390
Type 1 Curb & Gutter	5,570	LF	\$15.00	\$83,550
Type 2 Curb & Gutter	3,590	LF	\$18.00	\$64,620
Concrete Sidewalk	18,170	SF	\$4.00	\$72,680
Timber Barricade	80	LF	\$20.00	\$1,600
Street Signs	3	EA	\$350.00	\$1,050
Stop, Bar, and Striping	1	EA	\$400.00	\$400
Sidewalk Ramp	6	EA	\$700.00	\$4,200
			Subtotal	<b>\$632,342</b>
			Engineer/Staking (10%)	\$63,234
			Construction Mgt (2%)	\$12,647
			Contingency (15)%	\$100,542
			Inspection and Testing (5%)	\$37,941
				<hr/>
<b>Total On-site Street Improvement Cost</b>				<b>\$846,706</b>

**SCHEDULE OF ON-SITE DRAINAGE IMPROVEMENTS**

That Owner agrees to install the water supply and distribution system in **The Promontory Village No. 6 Phase 2-B** Subdivision required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the Director of Transportation, and as set forth in the following Schedule of On-site Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
48" Manhole	8	EA	\$3,000.00	\$24,000
Type 'B' Drop Inlet	12	EA	\$1,500.00	\$18,000
Adjust Drop Inlet Top Of Grate to Grade	6	EA	\$500.00	\$3,000
OCP Inlet	5	EA	\$2,200.00	\$11,000
12" Drain Line	126	LF	\$35.00	\$4,410
18" Drain Line	1,612	LF	\$40.00	\$64,480
18" FES	1	EA	\$625.00	\$625
Stone Protection	196	Tn	\$50.00	\$9,800
Subdrain	1	EA	\$800.00	\$800
			Subtotal	<b>\$136,115</b>
			Engineer/Staking (10%)	\$13,612
			Construction Mgt (2%)	\$2,722
			Contingency (15)%	\$21,642
			Inspection and Testing (5%)	\$8,167
				<hr/>
<b>Total On-site Drainage Improvement Cost</b>				<b>\$182,258</b>



**SCHEDULE OF ON-SITE WATER IMPROVEMENTS**

That Owner agrees to install the water supply and distribution system in **The Promontory Village No. 6 Phase 2-B** Subdivision required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the Director of Transportation, and as set forth in the following Schedule of On-Site Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
8" Water	4,840	LF	\$40.00	\$193,600
10" Water	1,937	LF	\$50.00	\$96,850
8" Gate Valve	7	LF	\$800.00	\$5,600
10" Gate Valve	1	LF	\$1,000.00	\$1,000
Fire Hydrant	12	EA	\$2,500.00	\$30,000
2" Blow Off	5	EA	\$700.00	\$3,500
4" Blow Off	2	EA	\$2,000.00	\$4,000
1" A.R.V	3	EA	\$950.00	\$2,850
2" A.R.V	1	EA	\$1,500.00	\$1,500
Water Service	38	EA	\$450.00	\$17,100
			<b>Subtotal</b>	<b>\$356,000</b>
				\$42,364
				\$7,120
				\$56,604
				\$21,360
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<b>Total On-site water Improvement Cost</b>				<b>\$483,448</b>

**SCHEDULE OF ON-SITE SEWER IMPROVEMENTS**

That Owner agrees to install the sewer collection and disposal system in **The Promontory Village No. 6 Phase 2-B** Subdivision required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the Director of Transportation, and as set forth in the following schedule of On-site Improvements:

Line Sewer Manhole	1	EA	\$1,000.00	\$1,000
Adjust Rim to Grade	3	EA	\$550.00	\$1,650
Sewer Force Main Blow Off	3	EA	\$2,000.00	\$6,000
1" A.R.V	1	EA	\$950.00	\$950
4" Sewer Service	19	EA	\$1,200.00	\$22,800
			Subtotal	<b>\$128,275</b>
		Engineer/Staking (10%)		\$12,897
		Construction Mgt (2%)		\$2,566
		Contingency (15%)		\$20,396
		Inspection and Testing (5%)		\$7,697
				<hr/>
<b>Total On-site Sewer Improvement Cost</b>				<b>\$171,829</b>

**SCHEDULE OF OFF-SITE STREET IMPROVEMENTS**

That Owner agrees to improve all off-site streets and roads for dedication simultaneous with the final map of **THE PROMONTORY VILLAGE 6, PHASE 2B Subdivision in accordance with the plans and specifications: Existing Francisco Drive/EDH Blvd. Intersection** as approved by the Director of Transportation, and set forth in the following Schedule of OFF-Site Street Improvements:

Existing Francisco Dr./EDH Blvd. Street Improvement Costs

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Import	1,009.50	CY	\$10.00	\$10,095
5.3" AC	7,009.50	SF	\$1.30	\$9,112
14.4" AB	7,009.50	SF	\$1.50	\$10,514
Vertical Curb and Gutter	87	LF	\$15.00	\$1,305
Type 3 Barrier Curb	15	LF	\$8.00	\$120
Sidewalk	521.50	SF	\$3.00	\$1,565
Handicapped Ramp	4	EA	\$250.00	\$1,000
Signing and Stripping	1	LS	\$7,500.00	\$7,500
Traffic Signals	1	LS	200,000	\$200,000
			Subtotal	<b>\$241,211</b>
			Engineer/Staking (5%)	\$12,061
			Inspection Fee (6%)	\$14,473
			Contingency (10)%	\$24,122
				<b>\$291,866</b>
<b>Total Existing Francisco Dr./EDH Blvd. Street Improvements</b>				<b>\$291,866</b>

Subtotal On-site Earthwork	\$ 131,823
Subtotal On-site Street	\$ 846,706
Subtotal On-site Drainage	\$ 182,258
Subtotal On-site Water	\$ 483,448
Subtotal On-site Sewer	\$ 171,829

Total On-site Construction Cost \$ 1,816,064

Total Off-site Improvements \$ 291,866

**CERTIFICATION OF PARTIAL COMPLETION OF SUBDIVISION IMPROVEMENTS**

I hereby certify that the following improvements in **The Promontory Village No. 6 Phase 2-B** Subdivision have been completed, to wit:

	<b>Total Amount</b>	<b>Percent Complete</b>	<b>Remaining Amount</b>
On-site Earthwork Improvements	\$ 131,823	0%	\$ 131,823
On-site Street Improvements	\$ 846,706	0%	\$ 846,706
On-site Drain Improvements	\$ 182,258	0%	\$ 182,258
On-site Water Improvements	\$ 483,448	0%	\$ 483,448
On-site Sewer Improvements	\$ 171,829	0%	\$ 171,829
<b>TOTALS</b>	<b>\$ 1,816,064</b>		<b>\$ 1,816,064</b>

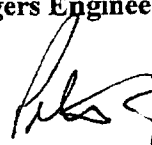
I estimate the total cost of completing the remainder of the improvements agreed to be performed by the Owner to be One Million Eight Hundred Sixteen Thousand and sixty-four dollars (\$1,816,064)

DATED: JUNE 24, 2004

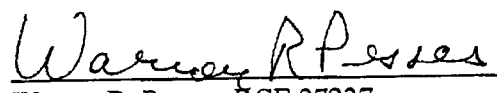
DATED: 7-1-, 2004

Wood Rodgers Engineering, Inc.

ACCEPTED BY  
THE COUNTY OF EL DORADO

  
Peter J. Tobia, R.C.E. 49799  
3301 C St. Bldg. 100-B  
Sacramento, CA 95816



  
Warren R. Pesses, RCE 27237  
County Engineer  
Department of Transportation