

**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 **LANDSOURCE HOLDING COMPANY, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 700 NW 107<sup>th</sup> Avenue, Miami, Florida 33172, and whose local office address is 25 Enterprise Drive, #500, Aliso Viejo, California 92656 (hereinafter referred to as "Owner"); and **LENNAR COMMUNITIES, INC.**, a corporation, duly qualified to conduct business in the State of California, whose principal place of business is 25 Enterprise Drive, Aliso Viejo, California 92656, and whose local office address is 1075 Creekside Ridge Drive, Suite 110, Roseville, California 95678-1936 (hereinafter referred to as "Subdivider"), concerning **WEST VALLEY VILLAGE UNIT 5A** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 28<sup>th</sup> day of August, 2007.

**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 **West Valley Village Unit 5A, TM 99-1359-5A**. 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, 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 16.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications and cost estimates entitled **West Valley Village Unit 5A** which were approved by the County Engineer, Department of Transportation, on August 7, 2006. Attached hereto are Exhibit A, marked "Schedule of Street Improvements;" Exhibit B, marked "Schedule of Water Improvements;" Exhibit C, marked "Schedule of Recycled Water Improvements;" Exhibit D, marked "Schedule of Sewer Improvements;" Exhibit E, marked "Schedule of Power And Telephone Improvements;" and Exhibit F, marked "Schedule of Erosion Control 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 16.16.050 of the Code. In the event that the Sureties issuing the posted securities are subsequently downgraded to a rating unacceptable to County in its sole discretion, 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 as provided in Section 16.16.060 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 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 and employees, 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 16.16.050 of the Code and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.

16. Upon receipt of a certificate from County's Director 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 new security as provided in Section 16.16.040 of the Code.

17. Release the security posted in accordance with Sections 16.16.040 and 16.16.052 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's Director of Transportation 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's Director of Transportation 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 **FIVE MILLION SIX HUNDRED NINETY THOUSAND FIVE HUNDRED FIFTEEN DOLLARS AND 32/100 (\$5,690,515.32).**

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 Marshall, 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. West Valley Village is the subject of the Valley View Specific Plan Development Agreement, entered into by predecessors in interest to Owner and County on December 8, 1998 (hereinafter "Development Agreement"). The predecessor in interest West Valley, LLC, a Limited Liability Company entered into that certain Road Improvement Agreement between the County and West Valley, LLC., on December 12, 2006 wherein West Valley, LLC. agreed to construct the road improvements referred to as the West Valley Collector Roads (Blackstone Parkway, Royal Oaks Drive, Pavillion Drive (now called Club View Drive) and Cornerstone Drive), and as shown in the plans titled "Plans for the Improvement and Grading of West Valley Collector Roads" approved by the Director of Transportation (Director) on January 31, 2006, as required under the findings and mitigation measure of the Conditions of Approval, TM# 99-1359 (hereinafter "the Collector Roads") (all incorporated by reference as though fully set forth). Owner is the successor in interest to this Subdivision within West Valley Village. Development of lots within the Subdivision will be partially restricted to coincide with the progress of the construction of the Collector Roads within West Valley Village, as follows:

No occupancy shall be permitted in any structure until sufficient road and signal improvements, as determined by the Director, are constructed to provide safe and unrestricted access to the individual properties. This Subdivision and Subdivision Improvement Agreement will not be deemed complete by the County unless and until the improvements required under the Road Improvement Agreement, inclusive of the Collector Roads, have been substantially completed as determined by the Director, and accepted by the County's Board of Supervisors.

26. 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.

27. 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.

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

29. 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.: James W. Ware,  
Deputy Director  
Transportation Planning &  
Land Development

County of El Dorado  
Department Of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
Attn.: Tim C. Prudhel,  
Contract Services Officer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

LandSource Holding Company, LLC  
25 Enterprise Drive, #500  
Aliso Viejo, California 92656  
Attn.: Larry Gualco

or to such other location as Owner directs.

Notices to Subdivider shall be addressed as follows:

Lennar Communities, Inc.  
1075 Creekside Ridge Drive, #110  
Roseville, California 95678  
Attn.: Larry Gualco, Vice President

or to such other location as Subdivider directs.

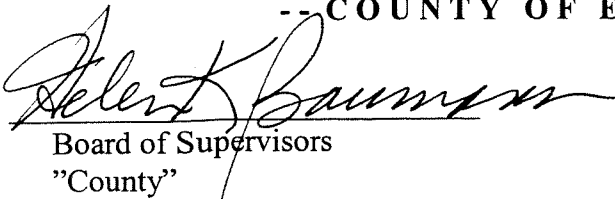
30. The County officer or employee with responsibility for administering this Agreement is James W. Ware, Deputy Director, Transportation Planning and Land Development, Department of Transportation, or successor.

31. 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.


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.

IN WITNESS WHEREOF, the parties 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 --

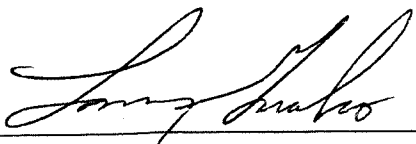
By:  Dated: 8/28/07  
Board of Supervisors  
"County"

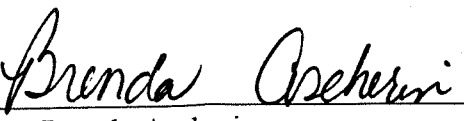
Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By:  Dated: 8/28/07  
Deputy Clerk

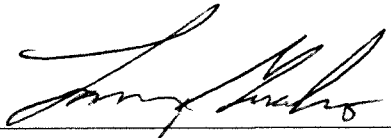
-- LANDSOURCE HOLDING COMPANY, LLC --  
a California Limited Liability Company

By: Lennar Homes of California, Inc.  
a California Corporation  
its California Manager

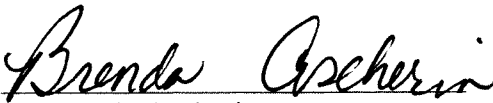
②  
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By:  Date: 5/23/07  
Larry Gualco  
Vice President  
"Owner"

By:  Date: 5/24/07  
Brenda Ascherin  
Corporate Secretary

-- LENNAR COMMUNITIES, INC. --  
a California Corporation

By:   
Larry Gualco  
Vice President  
"Subdivider"

Dated: 5/23/07

By:   
Brenda Ascherin  
Corporate Secretary

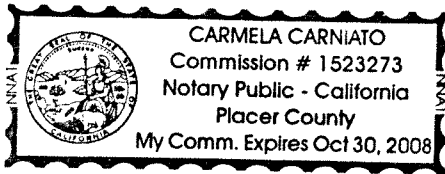
Dated: 5/24/07



STATE OF CALIFORNIA  
COUNTY OF ~~EL DORADO~~ <sup>PLACER</sup>

On this 23 day of MAY, 2007, before me a Notary Public, personally appeared LARRY SWALEC, 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.



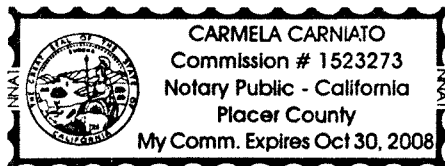
Carmela Carniato

Notary Public in and for said County and State

STATE OF CALIFORNIA  
COUNTY OF ~~EL DORADO~~ <sup>PLACER</sup>

On this 24 day of MAY, 2007, before me a Notary Public, personally appeared BRENDA ASCHERIN, 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.



Carmela Carniato

Notary Public in and for said County and State

**Exhibit A**

**SCHEDULE OF STREET IMPROVEMENTS**

Owner and Subdivider agree to improve all streets and roads for dedication upon the final map of the **West Valley Village Unit 5A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Street Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Mobilization	1	LS	\$12,000.00	\$12,000.00
Asphalt (3" AC / 8" AB)	161700	SF	\$3.60	\$582,120.00
Rolled Curb & Gutter	3170	LF	\$18.00	\$57,060.00
Vertical Curb & Gutter	3680	LF	\$18.00	\$66,240.00
Median/Barrier Curb	620	LF	\$14.40	\$8,928.00
Concrete Sidewalk (4")	19000	SF	\$4.80	\$91,200.00
Handicap ramp	17	EA	\$900.00	\$15,300.00
12" HDPE	565	LF	\$42.00	\$23,730.00
18" HDPE	3530	LF	\$48.00	\$169,440.00
24" HDPE	190	LF	\$54.00	\$10,260.00
Santa Rosa Type 6Y Gallery	15	EA	\$3,600.00	\$54,000.00
Santa Rose Type 4AC Inlet	23	EA	\$3,120.00	\$71,760.00
48" Manhole	13	EA	\$3,600.00	\$46,800.00
36" OPC	7	EA	\$2,400.00	\$16,800.00
Connect to Existing Storm Drain	5	EA	\$1,800.00	\$9,000.00
TV Storm Drain	4285	LF	\$2.00	\$8,570.00
Stop Bar and "STOP" sign	10	EA	\$900.00	\$9,000.00
Street Sign	10	EA	\$480.00	\$4,800.00
<b>Subtotal Street Improvements</b>				\$1,257,008.00
Administration		2%		\$25,140.16

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Engineering & Staking		5%		\$62,850.40
Contingency		15%		\$188,551.20
Inspection		4%		\$50,280.32
<b>Total Street Improvements</b>				<b>\$1,583,830.08</b>

**Exhibit B**

**SCHEDULE OF WATER IMPROVEMENTS**

Owner and Subdivider agree to install the water supply and distribution system in the **West Valley Village Unit 5A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Water Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
6" PVC, C900, CL150	147	LF	\$42.00	\$6,174.00
8" PVC, C900, CL150	3800	LF	\$48.00	\$182,400.00
12" PVC, C900, CL150	1810	LF	\$60.00	\$108,600.00
8" Gate Valve	10	EA	\$960.00	\$9,600.00
12" Gate Valve	6	EA	\$1,200.00	\$7,200.00
1" Air Release Valve	2	EA	\$1,140.00	\$2,280.00
Fire Hydrant & Appurtenances	14	EA	\$3,000.00	\$42,000.00
Water Services (1")	90	EA	\$600.00	\$54,000.00
Backflow Preventor, PIV & FDC	62	EA	\$6,000.00	\$372,000.00
Connect to Existing Water Line	8	EA	\$2,400.00	\$19,200.00
<b>Subtotal Water Improvements</b>				<b>\$803,454.00</b>
Administration		2%		\$16,069.08
Engineering & Staking		5%		\$40,172.70
Contingency		15%		\$120,518.10
Inspection		4%		\$32,138.16
<b>Total Water Improvements</b>				<b>\$1,012,352.04</b>

**Exhibit C**

**SCHEDULE OF RECYCLED WATER IMPROVEMENTS**

Owner and Subdivider agree to install the recycled water and distribution system in the **West Valley Village Unit 5A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Recycled Water Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
2" PVC, C900, CL150	425	LF	\$30.00	\$12,750.00
6" PVC, C900, CL150	3675	LF	\$42.00	\$154,350.00
12" PVC, C900, CL150	2145	LF	\$60.00	\$128,700.00
6" Gate Valve	11	EA	\$840.00	\$9,240.00
12" Gate Valve	7	EA	\$1,200.00	\$8,400.00
2" Blow Off	2	EA	\$840.00	\$1,680.00
1" Air Release Valve	1	EA	\$1,140.00	\$1,140.00
Water Services (1")	90	EA	\$600.00	\$54,000.00
Connect to Existing Water Line	8	EA	\$2,400.00	\$19,200.00
<b>Subtotal Recycled Water Improvements</b>				<b>\$389,460.00</b>
Administration		2%		\$7,789.20
Engineering & Staking		5%		\$19,473.00
Contingency		15%		\$58,419.00
Inspection		4%		\$15,578.40
<b>Total Recycled Water Improvements</b>				<b>\$490,719.60</b>

**Exhibit D**

**SCHEDULE OF SEWER IMPROVEMENTS**

Owner and Subdivider agree to install the sewer collection and disposal system in the **West Valley Village Unit 5A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Sewer Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
6" PVC, SDR 35	6500	LF	\$48.00	\$312,000.00
Manhole (48")	12	EA	\$3,600.00	\$43,200.00
Manhole Lining	3	EA	\$1,800.00	\$5,400.00
Sewer Service (4")	62	EA	\$600.00	\$37,200.00
6" Sewer Clean Out	2	EA	\$420.00	\$840.00
Connect to Existing Sewer Line	6	EA	\$1,800.00	\$10,800.00
TV Sewer Line	6500	LF	\$2.00	\$13,000.00
<b>Subtotal Sewer Improvements</b>				<b>\$422,440.00</b>
Administration		2%		\$8,448.80
Engineering & Staking		5%		\$21,122.00
Contingency		15%		\$63,366.00
Inspection 4%		4%		\$16,897.60
<b>Total Sewer Improvements</b>				<b>\$532,274.40</b>

**Exhibit E**

**SCHEDULE OF POWER AND TELEPHONE IMPROVEMENTS**

Owner and Subdivider agree to install the utility improvements in the **West Valley Village Unit 5A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following schedule of Schedule of Power and Telephone Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Mainline Trenching	104	LOTS	\$1,920.00	\$199,680.00
Conduit & Boxes	104	LOTS	\$1,440.00	\$149,760.00
Wiring & Transformers	104	LOTS	\$1,440.00	\$149,760.00
Utility Services	104	LOTS	\$8,000.00	\$832,000.00
<b>Subtotal Power and Telephone Improvements</b>				<b>\$1,331,200.00</b>
Administration		2%		\$26,624.00
Engineering & Staking		5%		\$66,560.00
Contingency		15%		\$199,680.00
Inspection		4%		\$53,248.00
<b>Total Power and Telephone Improvements</b>				<b>\$1,677,312.00</b>

Exhibit F

**SCHEDULE OF EROSION CONTROL IMPROVEMENTS**

Owner and Subdivider agree to install erosion control improvements in the **West Valley Village Unit 5A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Erosion Control Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Straw Wattles	21400	LF	\$6.00	\$128,400.00
Gravel Filled Sandbags around DI's, along gutter	500	LF	\$6.00	\$3,000.00
Construction Entrance	9	EA	\$600.00	\$5,400.00
Erosion Control Maintenance	104	LOTS	\$600.00	\$62,400.00
Fugitive Dust Control	104	LOTS	\$600.00	\$62,400.00
Gravel Bags along gutter	200	EA	\$6.00	\$1,200.00
SWPPP Compliance	104	LOTS	\$480.00	\$49,920.00
<b>Subtotal Erosion Control Improvements</b>				<b>\$312,720.00</b>
Administration		2%		\$6,254.40
Engineering & Staking		5%		\$15,636.00
Contingency		15%		\$46,908.00
Inspection		4%		\$12,508.80
<b>Total Erosion Control Improvements</b>				<b>\$394,027.20</b>



**CERTIFICATION OF PARTIAL COMPLETION OF SUBDIVISION IMPROVEMENTS**

I hereby certify that the following improvements in the **West Valley Village Unit 5A, TM 99-1359-5A** Subdivision have been completed, to wit:

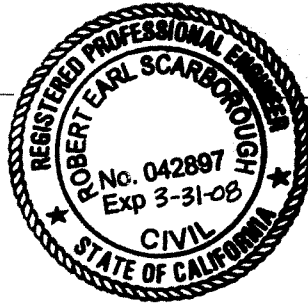
	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
Street Improvements	\$1,583,830.08	0%	\$1,583,830.08
Water Improvements	\$1,012,352.04	0%	\$1,012,352.04
Recycled Water Improvements	\$490,719.60	0%	\$490,719.60
Sewer Improvements	\$532,274.40	0%	\$532,274.40
Power and Telephone Improvements	\$1,677,312.00	0%	\$1,677,312.00
Erosion Control Improvements	\$394,027.20	0%	\$394,027.20
<b>Totals</b>	<b>\$5,690,515.32</b>		<b>\$5,690,515.32</b>

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner and Subdivider to be **Five Million Six Hundred Ninety Thousand Five Hundred Fifteen Dollars and 32/100 (\$5,690,515.32)**.

The Performance Bond is for the amount of **Five Million Six Hundred Ninety Thousand Five Hundred Fifteen Dollars and 32/100 (\$5,690,515.32)**.

The Laborers and Materialmens Bond is for the amount of **Two Million Eight Hundred Forty-Five Thousand Two Hundred Fifty-Seven Dollars and 66/100 (\$2,845,257.66)**.

DATED: May 29, 2007



*Robert E. Scarborough*

Robert E. Scarborough, RCE 042897  
 Carlton Engineering, Inc.  
 3883 Ponderosa Road  
 Shingle Springs, CA 95682

**ACCEPTED BY THE COUNTY OF EL DORADO**

DATED: 5/30/07

*Richard W. Shepard*

Richard W. Shepard, P.E.  
 Director of Transportation