

**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"), and **SERRANO ASSOCIATES, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, El Dorado Hills, California, 95762; (hereinafter referred to as "Owner"); concerning **SERRANO VILLAGE K1/K2, UNIT 5B, TM 01-1377R** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**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 **SERRANO VILLAGE K1/K2, UNIT 5B, TM 01-1377R**. 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 Plans for the Improvement and Grading of Village K1/K2, Unit 5B which were approved by the County Engineer, Community Development Agency, Transportation Division, on January 17, 2014. Attached hereto are Exhibit A, marked "Engineer's Cost Estimate" and Exhibit B, marked "Certificate of Partial Completion of Subdivision Improvements" which are incorporated herein and made by reference a part hereof.

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 (a) related civil engineering services, including the costs of inspection and utility relocation when required, and (b) attorneys' fees, costs, and expenses of legal services incurred by the County in conjunction with this Agreement.

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

8. Have as-built plans prepared by a civil engineer acceptable to County's Community Development 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. Owner shall 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 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 County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated, provided the amount of such changes in the improvements does not exceed ten percent (10%) of the total estimated cost of the public improvements.

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 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. If any legal action, including arbitration or an action for declaratory relief, is brought by either party to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party, in addition to any other relief to which that party is entitled.

**ADDITIONAL PROVISIONS:**

22. The estimated cost of installing all of the improvements is **ONE MILLION TWO HUNDRED TWO THOUSAND NINE HUNDRED THIRTEEN DOLLARS AND TWENTY CENTS (\$1,202,913.20).**

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:

Community Development Agency  
Transportation Division  
2850 Fairlane Court  
Placerville, CA 95667

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

Community Development Agency  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, CA 95667

Attn.: Adam Bane  
Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Serrano Associates, LLC  
4525 Serrano Parkway  
El Dorado Hills, California 95762

Attn.: Thomas M. Howard,  
Vice President of Construction

or to such other location as Owner directs.

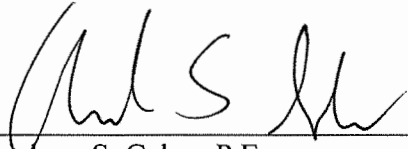
28. The County officer or employee with responsibility for administering this Agreement is Andrew S. Gaber, P.E., Deputy Director, Development/ROW/Environmental, Community Development Agency, or successor.

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

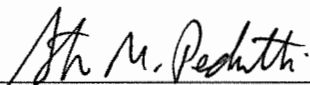
31. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Requesting Division and Contract Administrator Concurrence:**

By:   
Andrew S. Gaber, P.E.  
Deputy Director  
Development/ROW/Environmental  
Community Development Agency

Dated: 10/13/2016

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 10/13/16

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: \_\_\_\_\_

Board of Supervisors  
"County"

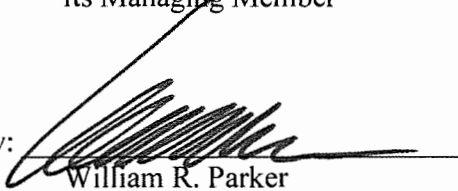
Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

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

By: Parker Development Company  
a California Corporation  
its Managing Member

By:   
William R. Parker  
President  
"Owner"

Dated: 9-7-16

*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 El Dorado

On 9-7-16 before me, Florence Tanner, Notary Public,  
(here insert name and title of the officer)

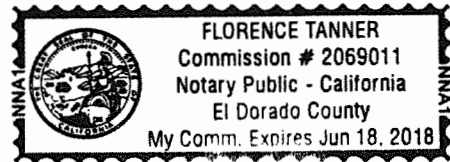
personally appeared William R. Parker,

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

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

WITNESS my hand and official seal.

Signature Florence Tanner



(Seal)



Exhibit A

**Engineer's Cost Estimate**

Project: Serrano Village K1/K2, Unit 5b (23 lots)  
 Job number: 2677.188  
 Date: 12/20/2013  
 Plan Set Date: 11/18/2013  
 Prepared by: EL

**R.E.Y. Engineers, Inc.**  
 905 Sutter Street, Suite 200  
 Folsom CA 95630  
 (916) 3663040  
 Fax: (916) 3663303



**1 GRADING**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1.01	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00
1.02	Tree Removal	4	EA	\$1,500.00	\$6,000.00
1.03	Excavation	3,600	CY	\$5.70	\$20,520.00
<b>GRADING SUBTOTAL</b>					<b>\$31,520.00</b>

**2 EROSION CONTROL**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
2.01	Hydroseed - Permanent	35,674	SF	\$0.41	\$14,626.34
2.02	Straw Wattles - Temporary	3178	LF	\$3.50	\$11,123.00
2.03	Rock Check Dams - Temporary	4	EA	\$250.00	\$1,000.00
2.04	Gravel Filled Sandbags around DI's - Temporary	10	EA	\$30.00	\$300.00
2.05	Construction Entrance	2	EA	\$750.00	\$1,500.00
2.06	Erosion Control Maintenance	1	LS	\$5,000.00	\$5,000.00
2.07	Fugitive Dust Control	1	LS	\$2,500.00	\$2,500.00
<b>EROSION CONTROL SUBTOTAL</b>					<b>\$36,049.34</b>

**3 PAVING**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
3.01	Asphalt (3"AC/8"AB)	53,752	SF	\$4.80	\$258,009.60
3.02	Rolled Curb & Gutter (Modified Type 1)	3072	LF	\$20.00	\$61,440.00
3.03	Sawcut and Remove Existing Pavement	70	SF	\$5.00	\$350.00
<b>PAVING SUBTOTAL</b>					<b>\$319,799.60</b>

**4 DRAINAGE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
4.01	12" HDPE	148	LF	\$50.80	\$7,518.40
4.02	18" HDPE	1522	LF	\$55.90	\$85,079.80
4.03	Type B DI	4	EA	\$1,016.00	\$4,064.00
4.04	Reinforced Type B DI (Caltrans Type GO)	4	EA	\$1,828.80	\$7,315.20
4.05	48" Manhole	9	EA	\$3,048.00	\$27,432.00
4.06	TV Inspection	1522	LF	\$2.05	\$3,120.10
<b>DRAINAGE SUBTOTAL</b>					<b>\$134,529.50</b>

**5 SEWER**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
5.01	6" PVC, SDR 35	1530	LF	\$40.65	\$62,194.50
5.02	48" Manhole	6	EA	\$2,540.00	\$15,240.00
5.03	Sewer Service (4")	10	EA	\$508.00	\$5,080.00
5.04	Pumped Sewer Service	11	EA	\$800.00	\$8,800.00
5.05	TV Camera Inspection	1530	LF	\$2.05	\$3,136.50
5.06	Remove 6" Sewer Clean Out	1	EA	\$500.00	\$500.00
<b>SEWER SUBTOTAL</b>					<b>\$94,951.00</b>

**6 WATER**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
6.01	8" PVC, C900, CL150	1516	LF	\$40.65	\$61,625.40
6.02	8" Gate Valve	1	EA	\$1,200.00	\$1,200.00
6.03	Fire Hydrant & Appurtenances	3	EA	\$2,540.00	\$7,620.00
6.04	1" Service	22	EA	\$457.20	\$10,058.40
6.05	Remove Ex. Temp BO/ARV & Connect to Ex. Waterline	2	EA	\$750.00	\$1,500.00
<b>WATER SUBTOTAL</b>					<b>\$82,003.80</b>

**7 RECLAIMED WATER**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
7.01	6" PVC, C900, CL150	1534	LF	\$35.60	\$54,610.40
7.02	6" Gate Valve	1	EA	\$905.50	\$905.50
7.03	1" Service	22	EA	\$457.20	\$10,058.40
7.04	Remove Ex. Temp BO/ARV & Connect to Ex. Waterline	2	EA	\$750.00	\$1,500.00
<b>RECLAIMED WATER SUBTOTAL</b>					<b>\$67,074.30</b>

**8 UTILITY IMPROVEMENTS**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
8.01	Utility Services	23	EA LOT	\$8,128.00	\$186,944.00
8.02	Joint Utility Trench	1831	LF	\$10.20	\$18,676.20
8.03	Conduit Services	23	EA LOT	\$1,219.20	\$28,041.60
8.04	Wiring/Transformers	23	EA LOT	\$1,219.20	\$28,041.60
<b>UTILITY SUBTOTAL</b>					<b>\$261,703.40</b>

**9 MISCELLANEOUS ROAD IMPROVEMENTS**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
9.01	Remove Barricade	1	EA	\$500.00	\$500.00
<b>MISCELLANEOUS SUBTOTAL</b>					<b>\$500.00</b>

<b>SUMMARY OF COSTS</b>	
<b>1. GRADING &amp; PREPARATION</b>	<b>\$31,520.00</b>
<b>2. EROSION CONTROL</b>	<b>\$36,049.34</b>
<b>3. PAVING</b>	<b>\$319,799.60</b>
<b>4. DRAINAGE</b>	<b>\$134,529.50</b>
<b>5. SEWER</b>	<b>\$94,951.00</b>
<b>6. WATER</b>	<b>\$82,003.80</b>
<b>7. RECLAIMED WATER</b>	<b>\$67,074.30</b>
<b>8. UTILITY IMPROVEMENTS</b>	<b>\$261,703.40</b>
<b>9. MISCELLANEOUS ROAD IMPROVEMENTS</b>	<b>\$500.00</b>

<b>PROJECT SUBTOTAL</b>	<b>\$1,028,130.94</b>
<b>CONTINGENCY COST (10%)</b>	<b>\$102,813.09</b>
<b>CONSTRUCTION STAKING (5%)</b>	<b>\$51,406.55</b>
<b>CONSTRUCTION MANAGEMENT (2%)</b>	<b>\$20,562.62</b>
<b>TOTAL ESTIMATED COST OF PROJECT</b>	<b>\$1,202,913.20</b>

*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.*

**Approved by:**

*Gregory Hicks*  
County of El Dorado, Transportation Division

12/20/13  
Date



*[Signature]*  
R.E.Y. Engineers, Inc.

12/20/13  
Date

## Exhibit B

### Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements in the **Serrano Village K1/K2, Unit 5B, TM 01-1377R** Subdivision have been completed, to wit:

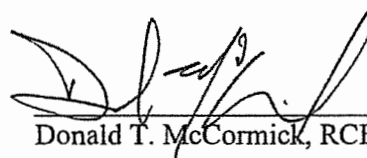
	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
<b>Grading</b>	\$36,878.40	90%	\$3,687.84
<b>Erosion Control</b>	\$42,177.73	10%	\$37,959.96
<b>Paving</b>	\$374,165.53	0%	\$374,165.53
<b>Drainage</b>	\$157,399.52	75%	\$39,349.88
<b>Sewer</b>	\$111,092.67	80%	\$22,218.53
<b>Water</b>	\$95,944.45	80%	\$19,188.89
<b>Reclaimed Water</b>	\$78,476.93	80%	\$15,695.39
<b>Utility Improvements</b>	\$306,192.98	0%	\$306,192.98
<b>Misc. Road Improvements</b>	\$585.00	0%	\$585.00
<b>Totals</b>	\$1,202,913.20		\$819,043.99

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **One Million Two Hundred Two Thousand Nine Hundred Thirteen Dollars and Twenty Cents (\$1,202,913.20)**.

The Performance Bond is for the amount of **Eight Hundred Nineteen Thousand Forty-Three Dollars and Ninety-Nine Cents (\$819,043.99)**.

The Labor and Materialmens Bond is for the amount of **Six Hundred One Thousand Four Hundred Fifty-Six Dollars and Sixty Cents (\$601,456.60)**.

DATED: 8/25/16

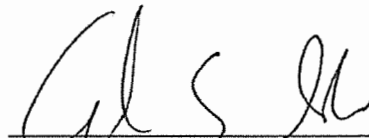


Donald T. McCormick, RCE Number 4249642556  
R.E.Y. Engineers, Inc.  
905 Sutter Street, Suite 200  
Folsom, CA 95630



**ACCEPTED BY THE COUNTY OF EL DORADO**

DATED: 8/29/2016



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

**Bond No.**            0638901  
**Premium**           Included in Cost of  
                                 Performance Bond.

**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 **Serrano Associates, LLC**, (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, \_\_\_\_, and identified as the Subdivision Improvement Agreement for Serrano Village K1/K2, Unit 5B, TM 01-1377R between the County and the Owner, AGMT # 13-53807, and the Plans for the Improvement and Grading of Village K1/K2, Unit 5B, TM 01-1377R 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 INTERNATIONAL FIDELITY 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 **Six Hundred One Thousand Four Hundred Fifty-Six Dollars and Sixty Cents (\$601,456.60)**, 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 September 7, 20 16.

**"Surety"**

INTERNATIONAL FIDELITY INSURANCE  
COMPANY

By 

Edward C. Spector, Attorney-In-Fact  
Print Name

**"Principal"**

**Serrano Associates, LLC**  
**a Delaware limited liability company**

By: Parker Development Company,  
a California Corporation  
Its Managing Member

By:  9-7-16

Name: William R. Parker

Its: President

**NOTARY ACKNOWLEDGMENTS ATTACHED**

**CALIFORNIA ALL-PURPOSE 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.

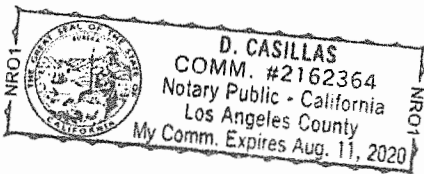
State of California

County of Los Angeles

On SEP 07 2016 before me, D. Casillas, Notary Public, personally appeared Edward C Spector 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 *D. Casillas*  
Signature of Notary Public

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JAMES ROSS, TRACY ASTON, EDWARD C. SPECTOR, SIMONE GERHARD, DARAVY MADY, LISA K. CRAIL,  
NATHAN VARNOLD, TOM BRANIGAN, PAUL RODRIGUEZ, ASHRAF ELMASRY

Los Angeles, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



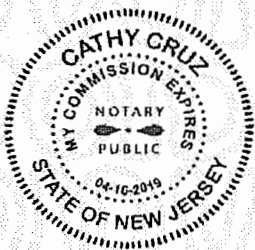
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this **SEP 07 2016** day of

MARIA BRANCO, Assistant Secretary



**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 El Dorado

On 9-7-16 before me, Florence Tanner, Notary Public,  
(here insert name and title of the officer)

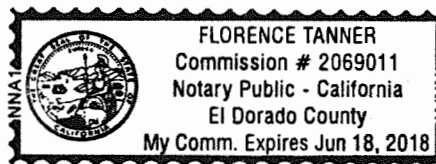
personally appeared William R. Parter,

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

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

WITNESS my hand and official seal.

Signature Florence Tanner



(Seal)

**PARKER DEVELOPMENT COMPANY**

**CERTIFICATE**

The undersigned, hereby certifies that:

She is now and at all times herein mentioned has been the duly elected, qualified and acting Secretary of Parker Development Company, a duly organized and existing California corporation, and in charge of the minute books and corporate records of said corporation; and

Attached is a true copy of a resolution duly adopted by the Board of Directors of said corporation on July 21, 2010, authorizing William R. Parker, President or James E. Parker, Vice President to execute on behalf of Serrano Associates, LLC any and all agreements, contracts or other documents or instruments necessary to conduct and transact business. Said resolution has not been modified or rescinded and is at the date of this certificate in full force and effect.

Attached is a true copy of portions of the Operating Agreement for Serrano Associates, LLC, entered into as of September 25, 1998, of which Parker Development Company is the Managing Member. Said Operating Agreement has not been rescinded and is at the date of this certificate in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this certificate and affixed the corporate seal of said corporation on September 7, 2016.



*Florence Tanner*  
\_\_\_\_\_  
FLORENCE TANNER, SECRETARY

UNANIMOUS WRITTEN CONSENT OF  
BOARD OF DIRECTORS OF  
CORPORATE ACTION OF  
PARKER DEVELOPMENT COMPANY

The undersigned, being all of the members of and together constituting the Board of Directors of PARKER DEVELOPMENT COMPANY, ("Corporation"), by this writing approve the following resolutions and consent to their adoption:

WHEREAS, on September 25, 1998 Parker Development Company, a California corporation, became a member of Serrano Associates, LLC, a Delaware limited liability company.

AND WHEREAS on September 25, 1998 Parker Development Company was designated as the Managing Member of Serrano Associates, LLC and in it's capacity as Managing Member, Parker Development Company was authorized to execute, on Serrano Associate LLC's behalf, acting alone and without execution by any other Member, any and all agreements, contracts and other documents or instruments affecting or relating to the day-to-day business and affairs of Serrano Associates, LLC.

THEREFORE BE IT RESOLVED that William R. Parker, President or James E. Parker, Vice President of Parker Development Company, a California corporation, be and they hereby are authorized, directed and empowered for and on behalf of and in the name of this corporation to execute any and all documents or instruments evidencing the formation or qualification of Serrano Associates, LLC to do business.

BE IT FURTHER RESOLVED that William R. Parker, President or James E. Parker, Vice President of Parker Development Company, a California corporation, be and they hereby are authorized, directed and empowered for and on behalf of and in the name of this corporation to execute on behalf of Serrano Associates, LLC any and all agreements, contracts and other documents or instruments necessary to conduct and transact business.

BE IT FURTHER RESOLVED that William R. Parker, President; James E. Parker, Vice President; or L. Clark Winn, Chief Financial Officer of Parker Development Company, a California corporation, be and they hereby are authorized, directed and empowered for and on behalf of and in the name of this corporation to execute on behalf of Serrano Associates, LLC any and all tax filings and tax returns and any and all agreements, contracts, deeds and other documents or instruments necessary to sell custom or production lots.

BE IT FURTHER RESOLVED that any two persons are authorized and empowered for and on behalf of and in the name of this corporation as Managing Member of Serrano Associates, LLC to negotiate and execute on behalf of Serrano Associates, LLC any and all construction, engineering and development related documents, agreements or instruments with El Dorado County, except that, in the case of William R. Parker, a second signature is not required. Designated persons are:

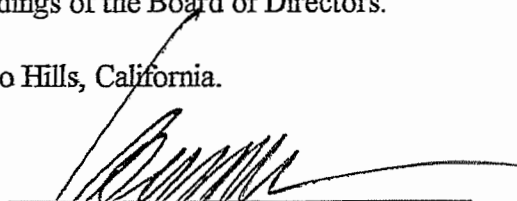
William R. Parker	President
James E. Parker	Vice President
Thomas M. Howard	Vice President, Construction
L. Clark Winn	Chief Financial Officer
Florence Tanner	Secretary

BE IT FURTHER RESOLVED that William R. Parker, Thomas M. Howard or Andrea Howard are authorized and empowered for and on behalf of and in the name of this corporation as Managing Member of Serrano Associates, LLC to negotiate and execute on behalf of Serrano Associates, LLC any and all storm water pollution plan related documents, agreements or instruments.

These resolutions shall continue in full force and effect until the revocation hereof by a resolution duly adopted by the Board of Directors of this corporation.

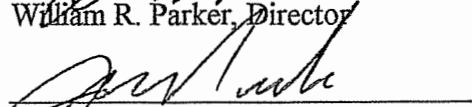
This consent is executed in accordance with California Corporations Code Section 307\*(b) and shall be filed with the minutes of proceedings of the Board of Directors.

DATED: July 21, 2010, at El Dorado Hills, California.



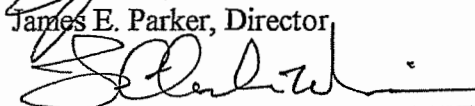
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William R. Parker, Director



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James E. Parker, Director



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L. Clark Winn, Director

LIMITED LIABILITY COMPANY AGREEMENT  
OF  
SERRANO ASSOCIATES, LLC

**CONFIDENTIAL**

THIS LIMITED LIABILITY COMPANY AGREEMENT OF SERRANO ASSOCIATES, LLC, is entered into effective as of September 25, 1998, by and among CATELLUS RESIDENTIAL GROUP, INC., a California corporation, PARKER DEVELOPMENT COMPANY, a California corporation, and W.R. PARKER, INC., a California corporation. The capitalized terms used herein shall have the respective meanings assigned to such terms in Article XIV.

ARTICLE I  
FORMATION

representative's or  
other  
of the breach of  
or

2.02 The Managing Member

PDC is hereby designated as the "Managing Member" of the Company. In its capacity as Managing Member, PDC shall manage the ordinary day-to-day operations of the Company, and shall implement the policies and procedures and shall be primarily responsible for undertaking such duties and obligations as are established in the Business Plan (or otherwise determined by the Management Committee). Any and all agreements, contracts and other documents or instruments affecting or relating to the day-to-day business and affairs of the Company may be executed on the Company's behalf by the Managing Member acting alone and without execution by any other Member provided that the type of agreement (or other document) and the amount involved with respect thereto is within the parameters set forth in the Business Plan. The Managing Member shall at all times be subject to the direction and control of the Management Committee, and shall conform to the policies and procedures established and approved by the Management Committee, and the scope of the Managing Member's authority shall be limited solely to the matters set forth in this Section 2.02. The Managing Member shall keep the Management Committee and the Members informed as to all material matters of concern to the Management Committee, the Company and the Members. The Managing Member shall use such Member's reasonable efforts to carry out the day-to-day business and affairs of the Company and shall devote such time to the Company as is necessary, in the reasonable discretion of such Member, for the efficient operation of the day-to-day business and affairs of the Company. Notwithstanding the foregoing, if a Buy/Sell Event occurs with respect to either Parker Entity, then PDC shall be automatically terminated as the Managing Member of the Company (without any further documentation) and shall be replaced by CRG or an Affiliate thereof.

[REDACTED]

14. [REDACTED]

The term "Option Assets" is defined in Section 3.02(b).  
[REDACTED]

14.69 Option Closing  
[REDACTED]

The term "Option Closing" shall have the meaning assigned to such term in the Agreement.  
[REDACTED]

14.70 Option Closing Date  
[REDACTED]

The term "Option Closing Date" means the date upon which the Option Closing  
[REDACTED]

14.71 Option Rights  
[REDACTED]

The term "Option Rights" is defined in Section 3.02(d).  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The terms "Parker Fund", "PDC" and "PI" collectively; the term "Parker  
Entity" [REDACTED]

14.74 Pass Notice  
[REDACTED]

[REDACTED]

14.75 Parker Member  
[REDACTED]

The term "Parker Member" is defined in Section 3.04.  
[REDACTED]

14.76 PDC

The term "PDC" means Parker Development Company, a California corporation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

adjustment pursuant to section 3.06 of the agreement set forth opposite such Member's name  
on [REDACTED] under the column labeled "Parker's [REDACTED]"

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

federal income tax liability as determined by the United States Department of the Treasury as  
applicable and applicable amended from time to time for the purposes of the Internal Revenue Code  
and any revenue law and/or regulatory authority

[REDACTED]

[REDACTED] Section 3.02(b)

[REDACTED] Contribution Account

[REDACTED] Contribution Account means with respect to each  
Member the amount of money and/or the amount of property (including but not limited to  
depreciated contributed) by such Member to the capital of the Company pursuant to  
Sections 3.02, 3.03, 3.04, and/or 3.05 of the Agreement, less any liabilities incurred by such  
Member (including but not limited to liabilities incurred by such Member in the course of  
conducting the business of the Company) and decreased by the amount of any dividends or  
distributions paid by the Company to such Member, and any other amounts payable by the  
Company to such Member pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

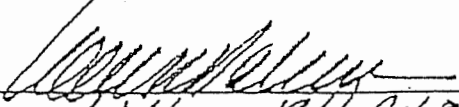
"Members" CATELLUS RESIDENTIAL GROUP, INC., a California corporation

By: Timothy L. Unger  
Name: TIMOTHY L. UNGER  
Title: EV.P.

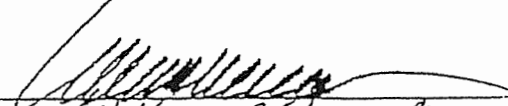
[SIGNATURES CONTINUED]



PARKER DEVELOPMENT COMPANY, a  
California corporation

By:   
Name: William R. PARKER  
Title: President

W.R. PARKER, INC., a California corporation

By:   
Name: William R. PARKER  
Title: President