

ORIGINAL

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

THIS AGREEMENT, made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "County"), and **LENNAR WINNCREST, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 1025 Creekside Ridge Drive, Suite 240, Roseville, California 95678 (hereinafter referred to as "Owner"); concerning **BELL WOODS, TM01-1380R/TM01-1380E** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 11th day of May, 2021.

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 Bell Woods, TM01-1380R/TM01-1380E. 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 Improvement Plans for Bell Woods TM01-1380R/TM01-1380E which were approved by the County Engineer, Department of Transportation, on April 8, 2019. Attached hereto is Exhibit A, marked "Improvement Plans for Bell Woods (TM01-1380E) Bond Estimate March 27, 2019," and Exhibit B, marked "Certificate of Partial Completion of Subdivision Improvements;" all of which exhibits are incorporated herein and made by reference a part hereof. The Exhibits describe quantities, units, and costs associated with the improvements to be made.

2. Prior to commencing construction, obtain all necessary environmental clearances, acquire any necessary right-of-way, and obtain any necessary permits from any outside agencies.

3. Complete the Subdivision improvements contemplated under this Agreement within two (2) years from the date that the Subdivision Final Map is filed with the El Dorado County Board of Supervisors.

4. Install or cause to be installed, modify or cause to be modified, any and all erosion and sediment control features, whether temporary or permanent, deemed necessary by the County Engineer to ensure compliance with the Clean Water Act, the Statewide General Permit, and County's Grading, Erosion, and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.

5. Post security acceptable to County as provided in Section 120.16.050 of the Code. In the event that the Sureties issuing the posted securities are subsequently downgraded to a rating unacceptable to County in its sole discretion, Owner shall, upon twenty (20) days written notice by County, post replacement securities that are acceptable to County.

6. Provide for and pay the costs of related civil engineering services, including the costs of inspection and utility relocation when required, and attorneys' fees, costs, and expenses of legal services.

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

8. Have as-built plans prepared by a civil engineer acceptable to County's Department of Transportation and filed with the Department of Transportation 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 attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any other economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owner's work, design, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Owner, any contractor(s), subcontractor(s), and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees, and representatives, or as expressly provided by statute. This duty of Owner to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This duty to indemnify is separate and apart from any insurance requirements and shall not be limited thereto.

11. Enter into another agreement with County for all road improvements to be performed on County property. Such agreement shall also include a requirement that Owner furnish insurance and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by the County's Risk Management Division.

12. Provide continuous, sufficient access to County, Owner's successors and assigns, including but not limited to its Surety and Surety's agents, to the Subdivision to enable the public improvements to be constructed and completed. Access shall be continuous until completion of said public improvements, and release by County of the security underlying this Agreement.

13. Agree that said agreement to provide continuous, sufficient access is irrevocable and shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of Owner.

COUNTY WILL:

14. Upon execution of this Agreement and receipt of good and sufficient security as required by Section 120.16.050 of the Code, and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.

15. Upon receipt of a Certificate from 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.

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

ADDITIONAL PROVISIONS:

22. The estimated cost of installing all of the improvements is **FOUR MILLION FOUR HUNDRED SEVENTY-TWO THOUSAND THIRTEEN DOLLARS AND NO CENTS (\$4,472,013).**

23. Owner shall conform to and abide by all Federal, State, and local building, labor and safety laws, ordinances, rules, and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to the improvement plans and specifications and cost estimates, is to be construed to permit work not conforming to these codes.

24. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating that the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination or all of these acts, shall not relieve Owner of its obligation to fulfill this Agreement as prescribed; nor shall County be stopped from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.

25. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

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

27. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

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

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attn.: Adam Bane, P.E.
Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Lennar Winncrest, LLC
1025 Creekside Ridge Drive, Suite 240
Roseville, California 95678

Attn.: Sean MacDiarmid
Project Manager

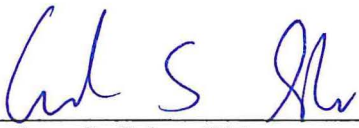
or to such other location as Owner directs.

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

29. Any action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


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

Requesting Contract Administrator Concurrence:

By: 
Andrew S. Gaber, P.E.
Deputy Director
Development/ROW/Environmental
Department of Transportation

Dated: 12/16/2020

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 12/18/2020

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

By: 

Dated: 5/11/2021

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 5/11/2021

**--LENNAR WINNCREST, LLC--
--a Delaware Limited Liability Company--**

By: Lennar Homes of California, Inc.
a California Corporation
a Managing Member

By: 

Dated: 11/23/20

Larry Gualco
Vice President
"Owner"

Notary Acknowledgment Attached

OWNER

ACKNOWLEDGMENT

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

State of California
County of Placer

On Nov. 23, 2020 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

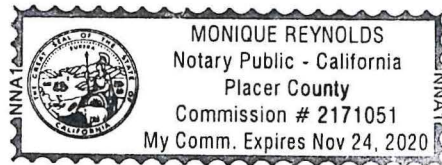
personally appeared Larry Gualco

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

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

WITNESS my hand and official seal.

Signature Monique Reynolds



(Seal)

Improvement Plans for Bell Woods (TM 01-1380-E)**Bond Estimate**

March 27, 2019

Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
GRADING					
1	Clear & Grub	20.9	AC	\$1,600.00	\$33,440
2	Excavation	61,140	CY	\$10.00	\$611,400
3	Finish Pads	54	LOT	\$350.00	\$18,900
4	Keystone Retaining Wall	808	SF	\$25.00	\$20,200
5	Rockery Retaining Walls	1,050	SF	\$13.00	\$13,650
6	Tree Protective Fence	10,350	LF	\$3.60	\$37,260
Subtotal					\$734,850
EROSION CONTROL					
7	Fugitive Dust Control	54	LOT	\$625.00	\$33,750
8	Erosion Control & SWPPP	54	LOT	\$2,000.00	\$108,000
Subtotal					\$141,750
STREET IMPROVEMENTS & MISCELLANEOUS					
9	3" AC	82,278	SF	\$1.75	\$143,987
10	3.5" AC	38,842	SF	\$2.04	\$79,238
11	6" AB w/Double Chip Seal - Maintenance Road	3,421	SF	\$1.75	\$5,987
12	6" AB - Lot C Service Road	1,107	SF	\$1.00	\$1,107
13	6" AB	82,278	SF	\$1.00	\$82,278
14	8" AB	38,842	SF	\$1.75	\$67,974
15	Type E AC Dike	936	LF	\$5.00	\$4,680
16	Type 1 - Rolled Curb & Gutter	5,298	LF	\$20.00	\$105,960
17	Type 2 - Vertical Curb & Gutter	575	LF	\$20.00	\$11,500
18	Type 3 - Barrier Curb	32	LF	\$16.00	\$512
19	4" PCC Sidewalk / 4" AB	2,434	SF	\$5.10	\$12,413
20	Curb Ramp	3	EA	\$1,190.00	\$3,570
21	Collapsible Bollard	2	EA	\$500.00	\$1,000
22	Remove Existing Street Barricade	2	EA	\$350.00	\$700
23	Street Sign	2	EA	\$380.00	\$760
24	Emergency Access Only Sign	2	EA	\$380.00	\$760
25	ESA Sign	4	EA	\$380.00	\$1,520
26	No Parking/No Outlet Sign	2	EA	\$380.00	\$760
27	No Parking Markings	3,034	LF	\$0.43	\$1,305
28	12" Wide Limit Line	40	LF	\$0.43	\$17
29	Saw Cut & Remove (E) AC/AB (Salt Wash & Covello)	1	LS	\$500.00	\$500
30	Automatic Gates at EVA	2	EA	\$6,000.00	\$12,000
31	Post and Cable Fence	256	LF	\$20.00	\$5,120
Subtotal					\$543,647


Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
DRAINAGE IMPROVEMENTS					
32	8" Line	90	LF	\$35.00	\$3,150
33	12" Line	135	LF	\$35.00	\$4,725
34	18" Line	1,113	LF	\$45.00	\$50,085
35	24" Line	1,052	LF	\$61.00	\$64,172
36	30" Line	538	LF	\$66.05	\$35,535
37	48" Manhole	10	EA	\$4,700.00	\$47,000
38	12" NDS Catch Basin	1	EA	\$100.00	\$100
39	Grated Inlet w/ PCC Apron	9	EA	\$3,800.00	\$34,200
40	GCP Inlet w/ PCC Apron	1	EA	\$3,500.00	\$3,500
41	Type GO D.I. w/PCC Apron	15	EA	\$3,600.00	\$54,000
42	RSP Backing No.1	488	CY	\$81.30	\$39,674
43	Grouted RSP Backing No. 1	12.5	CY	\$200.00	\$2,500
44	RSP Backing No.3	70	CY	\$81.30	\$5,691
45	Fabric Lined Ditches	7,052	SY	\$15.00	\$105,780
46	Shotcrete Lined Ditches	35.5	CY	\$500.00	\$17,750
47	Connect to (E) Manhole & Remove & Replace (E) Surface Improvements	1	LS	\$1,700.00	\$1,700
48	Canyon Drain	466	LF	\$20.00	\$9,320
49	Flexstorm Post Construction PC Filter Bag	15	EA	\$750.00	\$11,250
50	T.V. Storm Drain	2,928	LF	\$2.05	\$6,002
DETENTION POND NO. 1					
51	PCC Low Flow Channel	5.3	CY	\$500.00	\$2,650
52	PCC Spillway	30.4	CY	\$750.00	\$22,800
53	PCC Access Ramp	21.0	CY	\$750.00	\$15,750
54	14' Wide Gate	1	EA	\$1,800.00	\$1,800
55	6' High Ornamental Steel Fence	557	LF	\$25.00	\$13,925
56	24" Line (SDL-A)	76	LF	\$61.00	\$4,636
57	Headwall w/ Trash Rack (SDL-A)	1	LS	\$7,500.00	\$7,500
58	Outlet Structure	1	LS	\$4,000.00	\$4,000
DETENTION POND NO. 2					
59	PCC Low Flow Channel	10.0	CY	\$500.00	\$5,000
60	PCC Access Ramp	17.9	CY	\$750.00	\$13,425
61	PCC Spillway	35.9	CY	\$750.00	\$26,925
62	RSP No.1 (Spillway)	121	CY	\$81.30	\$9,837
63	14' Wide Gate	2	EA	\$1,800.00	\$3,600
64	6' High Ornamental Steel Fence	985	LF	\$25.00	\$24,625
65	24" Line (SDL-C)	8	LF	\$61.00	\$488
66	36" Line (SDL-C)	89	LF	\$100.00	\$8,900
67	36" FES (SDL-C)	1	EA	\$1,200.00	\$1,200
68	Outlet Structures A & B	1	LS	\$20,000.00	\$20,000
69	Toe Drain	374	LF	\$20.00	\$7,480
Subtotal					\$690,676

Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
POTABLE WATER IMPROVEMENTS					
70	6" Line	192	LF	\$52.00	\$9,984
71	8" Line incl. Fittings	3,114	LF	\$49.00	\$152,586
72	18" Line incl. Fittings	790	LF	\$135.00	\$106,650
73	8" Gate Valve	7	EA	\$1,843.00	\$12,901
74	12" Gate Valve	2	EA	\$2,787.00	\$5,574
75	18" Butterfly Valve	5	EA	\$3,500.00	\$17,500
76	2" Blow Off Valve	2	EA	\$1,842.00	\$3,684
77	4" Blow Off Valve	1	EA	\$3,575.00	\$3,575
78	1" ARV	3	EA	\$3,086.00	\$9,258
79	6" ARV	1	EA	\$5,000.00	\$5,000
80	Fire Hydrant Assembly (incl. Valve, Line & Fittings)	8	EA	\$5,855.00	\$46,840
81	Water Services	54	EA	\$1,452.00	\$78,408
82	Connect to Ex. Waterline (incl. Line & Fittings)	3	EA	\$1,500.00	\$4,500
Subtotal					\$456,460
SEWER IMPROVEMENTS					
83	4" Force Main	654	LF	\$61.00	\$39,894
84	6" Line	2,272	LF	\$59.00	\$134,048
85	48" Sewer Manhole	4	EA	\$6,645.00	\$26,580
86	48" Sewer Manhole w/ Lining	8	EA	\$9,986.00	\$79,888
87	Line (E) 48" Sewer Manhole	1	EA	\$3,000.00	\$3,000
88	60" Sewer Manhole w/Lining & 3' Fiberglass Lid	1	EA	\$12,265.00	\$12,265
89	Plug Valve	1	EA	\$2,000.00	\$2,000
90	Sewer Cleanout	1	EA	\$848.00	\$848
91	4" Blow Off Valve	2	EA	\$2,860.00	\$5,720
92	Gravity Sewer Service	41	EA	\$1,766.00	\$72,406
93	Pumped Sewer Service	13	EA	\$2,519.00	\$32,747
94	Concrete Encasement	42	LF	\$95.00	\$3,990
95	Connect to Existing Manhole	1	EA	\$1,500.00	\$1,500
96	Connect to Existing Lift Station	1	LS	\$10,000.00	\$10,000
97	T.V. Sewer Line	2,272	LF	\$2.05	\$4,658
Subtotal					\$429,544
RECYCLED WATER					
98	Relocate (E) Line	1	LS	\$5,280.00	\$5,280
Subtotal					\$5,280
DRY UTILITIES					
99	Includes - Joint Utility Trench, Utility Services, Conduit & Service Boxes and Wiring & Transformer	54	LOT	\$7,000.00	\$378,000
Subtotal					\$378,000
Subtotal Estimated Direct Construction Cost					\$3,380,206
100	Mobilization	5%			\$169,010
Total Estimated Direct Construction Cost					\$3,549,217

Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
SOFT COSTS					
A	Bond Enforcement Costs	2%			\$70,984
B	Construction Staking	4%			\$141,969
C	Construction Management and Inspection	10%			\$354,922
D	Contingency	10%			\$354,922
Total Soft Costs					\$922,796
Total Estimated Cost					\$4,472,013


 EDC-CDA-TD: No Exceptions Taken

3-28-19
 Date


 EID: No Exceptions Taken

3/28/19
 Date



Lennar Winncrest, LLC

Exhibit B

Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for Bell Woods - TM 01-1380-E have been completed, to wit:

	Total Amount	Percent Completed	Remaining Amount
Grading	\$ 734,850.00	90%	\$ 73,485.00
Erosion Control & Fugitive Dust	\$ 141,750.00	80%	\$ 28,350.00
Streets & Misc Improvements	\$ 543,647.00	30%	\$ 380,553.00
Drainage Improvements	\$ 690,676.00	75%	\$ 483,473.00
Potable Water Improvements	\$ 456,460.00	75%	\$ 114,115.00
Sewer Improvements	\$ 429,544.00	75%	\$ 107,386.00
Recycled Water	\$ 5,280.00	90%	\$ 528.00
Dry Utilities	\$ 378,000.00	90%	\$ 37,800.00
Mobilization (5%)	\$ 169,010.00		\$ 61,285.00
Bond Enforcement (2%)	\$ 70,984.00		\$ 25,740.00
Construction Staking (4%)	\$ 141,969.00		\$ 51,479.00
Construction Management & Inspection (10%)	\$ 354,922.00		\$ 128,698.00
Contingency (10%)	\$ 354,922.00		\$ 128,698.00
Total	\$ 4,472,013.00		\$ 1,621,590.00


I estimate the total cost of completing the remaining improvements agreed to be performed by the Owner to be **One Million Six Hundred Twenty-One Thousand Five Hundred Ninety Dollars and Zero Cents (\$1,621,590.00)**.

I estimate the total cost of completing the remainder of the improvements to be **One Million Six Hundred Twenty-One Thousand Five Hundred Ninety Dollars and Zero Cents (\$1,621,590.00)** and the total cost of the completed work to be **Two Million Eight Hundred Fifty Thousand Four Hundred Twenty-Three Dollars and Zero Cents (\$2,850,423.00)**.

The amount of the Performance Bond is **Million Six Hundred Twenty-One Thousand Five Hundred Ninety Dollars and Zero Cents (\$1,621,590.00)**, representing 100% of the Total Remaining Amount.

The amount of the Laborers and Materialmens Bond is **Two Million Two Hundred Thirty-Six Thousand Seven Dollars and Zero Cents (\$2,236,007.00)**, which is 50% of the Total Cost of the Improvements.


DATED: 10/29/2020


 David R. Crosariol, PE 34520
 CTA Engineering & Surveying
 3233 Monier Circle
 Rancho Cordova, CA 95742



ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 10/29/2020


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