

ORIGINAL

AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY, OWNERS 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 **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 and **TAYLOR MORRISON OF CALIFORNIA, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 81 Blue Ravine Road, Suite 220, Folsom, California, 95630 (hereinafter referred to as "Owners"); 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 "Subdivider"), concerning **SERRANO VILLAGE M2 PHASE 1, UNIT 2, TM 01-1381R** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 27th day of October, 2015.

RECITALS

Owners are vested with fee title to the Subdivision, a tract of land located in the County of El Dorado, State of California, and described as **SERRANO VILLAGE M2, PHASE 1, UNIT 2, TM 01-1381R**. Owners desire Subdivider to construct on said property certain public improvements as hereinafter described in connection with the Subdivision.

In consideration for the complete construction and dedication of all the public improvements specified in this Agreement, the approval and acceptance by County's Board of Supervisors of the Conditions of Approval, and the Final Map to be filed and recorded, the parties agree as follows:

AGREEMENT

SUBDIVIDER WILL:

1. Make or cause to be made all those public improvements in Subdivision required by Section 120.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications and cost estimates entitled **PLANS FOR THE IMPROVEMENT AND GRADING OF SERRANO - VILLAGE M2, PHASE 1, TM 01-1381R** which were approved by the County Engineer, Community Development Agency, Transportation Division, on July 25, 2014 and Exhibit A Cost Estimate. Attached hereto are Exhibit A, marked "Engineers Cost Estimate;" and Exhibit B, marked "Certification of Partial Completion of Subdivision Improvements;" all of which Exhibits are incorporated herein and made by reference a part hereof. The Exhibits describe quantities, units and costs associated with the improvements to be made.

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

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

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

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

6. Provide for and pay the costs of (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 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 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 Subdivider's sole cost and expense, any defects, in workmanship or materials, which appear in the work within one (1) year following acceptance of the work by County.

10. To the fullest extent allowed by law, defend, indemnify and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any other economic or consequential losses, which are claimed to or in any way arise out of or are connected with Subdivider's work, design, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Subdivider, Owners, any contractor(s), subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees, and representatives, or as expressly provided by statute. This duty of Subdivider to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

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

OWNERS 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 Owners 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's, its successors and assigns, including but not limited to their 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 Owners.

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, Owners, 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 Owners to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

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

COUNTY WILL:

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

16. Upon receipt of a certificate from the County Engineer stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally the work so completed and the estimated total cost of completing the remainder of the public

improvements agreed upon to be performed herein, accept new security as provided in Section 120.16.040 of the Code.

17. Release the security posted in accordance with Sections 120.16.040 and 120.16.052 of the Code.

18. Require Owners 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 the 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.

19. Require Owners 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 the County Engineer to be necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements and County's Grading, Erosion and Sediment Control Ordinances.

20. Upon completion of the public improvements agreed to be performed herein, adopt a resolution accepting or rejecting the streets of said Subdivision into the County road system for maintenance.

21. Retain a portion of the security posted in the amount of ten percent (10%) of the estimated cost of all of the improvements for one (1) year following acceptance of the work by the County to secure the repair of any hidden defects in workmanship or materials which may appear.

22. 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:

23. The estimated cost of installing all of the improvements is **SEVEN MILLION TWO HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS AND FIFTY-EIGHT CENTS (\$7,273,491.58)**.

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

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

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

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

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

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

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, CA 95667

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

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, CA 95667

Attn.: Gregory Hicks, P.E.
Senior Civil Engineer

or to such other location as County directs.

Notices to Owners shall be addressed as follows:

Serrano Associates, LLC
4525 Serrano Parkway
El Dorado Hills, California 95762
Attn.: Thomas M. Howard,
Vice President of Construction

Taylor Morrison of California, LLC
81 Blue Ravine Road, Suite 220
Folsom, California 95630
Attn.: Kenneth Dar Ahrens,
Division President, Northern California Division

or to such other location as Owners direct.

Notices to Subdivider 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 Subdivider directs.

29. 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.

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

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

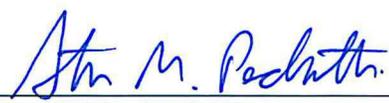
32. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Requesting Division and Contract Administrator Concurrence:

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

Dated: SEPT 17, 2015

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 9/19/15

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: 
Board of Supervisors
"County"
Ron Mikulaco, First Vice-Chair

Dated: 10/27/15

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

By: 
Deputy Clerk

Dated: 10/27/15

OWNERS

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

By: Parker Development Company
a California Corporation
its Managing Member

By: 
Print Name: William R. Parker
Title: President
"Owner"

Dated: 8/18/15

AK

--TAYLOR MORRISON OF CALIFORNIA, LLC--
--a California Limited Liability Company--

By: [Signature]
Print Name: Jay Pawlek
Title: VP
"Owner"

Dated: 8-24-2015

SUBDIVIDER

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

By: Parker Development Company
a California Corporation
its Managing Member

By: [Signature]
Print Name: William R. Parker
Title: President
"Subdivider"

Dated: 8-18-15

AA

Notary Acknowledgments 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 8-18-15 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)

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 Sacramento

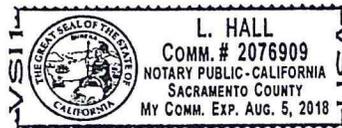
On 8-24-2015 before me, L. Hall, notary public,
(here insert name and title of the officer)

personally appeared Jay Pawlek,

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 J. Dale

(Seal)

SUBDIVIDER

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 8-18-15 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)

**PLAT OF
SERRANO VILLAGE M2-UNIT 2**
PORTIONS OF SECTIONS 25 & 26, T.10N., R.8E., M.D.M.
BEING LOT 4 OF SUB. J-129
COUNTY OF EL DORADO, STATE OF CALIFORNIA
OCTOBER 2014
R.E.Y. ENGINEERS, Inc. 

OWNER'S STATEMENT:

THE UNDERSIGNED, OWNER OF RECORD TITLE INTEREST, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS FINAL MAP AND HEREBY MAKES AN IRREVOCABLE OFFER OF DEDICATION IN FEE FOR ROAD AND PUBLIC UTILITIES PURPOSES OF THAT PROPERTY SHOWN HEREON AS LOT R. SAID OFFER IS SUBJECT TO THAT CERTAIN AGREEMENT BETWEEN THE UNDERSIGNED OWNER AND THE COUNTY OF EL DORADO DATED _____ 20_____, RECORDED AT DOCUMENT No. _____, O.R. AND INCORPORATED BY REFERENCE IN THIS OWNER'S STATEMENT AS IF SET FORTH IN FULL.

THE UNDERSIGNED OWNER HEREBY RESERVES, AND SHALL FURTHER RESERVE THROUGH ANY CONVEYANCE OF TITLE HEREAFTER GRANTED, THE RIGHT TO CONVEY EASEMENTS FOR ROAD AND UTILITIES PURPOSES OVER AND ACROSS LOT R AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY RIGHTS OF THE COUNTY OF EL DORADO IN THE EVENT THE COUNTY SHOULD ACCEPT THE OFFER REFERRED TO HEREIN.

THE UNDERSIGNED OWNER ALSO HEREBY OFFERS TO THE COUNTY OF EL DORADO, ON BEHALF OF THE PUBLIC, THE FOLLOWING EASEMENTS FOR THOSE CERTAIN COMPANIES AND PUBLIC ENTITIES WHICH WILL PROVIDE SERVICES:

- A. PUBLIC UTILITIES EASEMENTS FOR UNDERGROUND WIRES, CONDUITS AND PIPELINES AND APPURTENANT FIXTURES, WITH THE RIGHT TO TRIM AND REMOVE LIMBS, TREES AND BRUSH THEREFROM, OVER, UNDER AND ACROSS THE COMMON AREAS, LOT R, THE FRONT FIFTEEN (15.00) FEET OF EACH LOT SHOWN HEREON AND THE FIVE (5.00) FEET ON BOTH SIDES OF ALL SIDE LOT LINES EXTENDING FROM THE STREET RIGHT-OF-WAYS SHOWN HEREON ALONG SAID SIDE LOT LINES A DISTANCE OF FIFTY (50.00) FEET.
- B. RIGHTS OF ACCESS OVER AND ACROSS ANY PORTION OF THE LOTS, COMMON AREAS, AND LOT R FOR THE PURPOSE OF INSPECTING, MAINTAINING OR REPLACING ON SITE FACILITIES.
- C. SLOPE EASEMENTS, TWENTY (20.00) FEET IN WIDTH CONTIGUOUS TO ALL STREETS OR FIVE (5.00) FEET BEYOND THE TOP OF CUT OR TOE OF FILL, WHICHEVER IS LARGER, FOR ROAD AND SLOPE MAINTENANCE PURPOSES.
- D. EASEMENTS FOR DRAINAGE AND APPURTENANT DRAINAGE STRUCTURES AND PIPES WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON AND SEVEN AND ONE HALF (7-1/2) FEET ON EACH SIDE OF ALL NATURAL OR CONSTRUCTED DRAINAGE WAYS WHICH EXIST WITHIN THE SUBDIVISION, SUBJECT TO THAT CERTAIN AGREEMENT BETWEEN THE UNDERSIGNED OWNER AND EL DORADO COUNTY DATED _____ 20_____, RECORDED AT DOCUMENT No. _____, O.R. AND INCORPORATED BY REFERENCE IN THIS OWNER'S STATEMENT AS IF SET FORTH IN FULL.
- E. POSTAL EASEMENTS FIVE (5) FEET ADJACENT TO ALL STREET RIGHT-OF-WAYS.

EXCEPT AS SET FORTH ABOVE, ALL OFFERS MADE ARE IRREVOCABLE AND SHALL REMAIN OPEN IN PERPETUITY DESPITE A REJECTION OF SUCH OFFER BY THE APPLICABLE ENTITY.

TAYLOR MORRISON OF CALIFORNIA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
TITLE: _____
BY: _____
TITLE: _____

SERRANO ASSOCIATES, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: **PARKER DEVELOPMENT COMPANY**
A CALIFORNIA CORPORATION
MANAGING MEMBER
BY: _____
TITLE: _____

SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENTS

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SERRANO ASSOCIATES, LLC. IN JANUARY, 2014, I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY JUNE, 2015 AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRIAN THIONNET L.S. 6866
DATE: _____



**COMMUNITY DEVELOPMENT AGENCY
COUNTY ENGINEER'S STATEMENT:**

ANDREW S. GABER, HEREBY STATE THAT ALL THE REQUIRED CONSTRUCTION PLANS AND SPECIFICATIONS WERE APPROVED AND THAT THE SUBDIVIDER HAS EXECUTED THE NECESSARY AGREEMENT AND SUBMITTED THE REQUIRED SECURITY TO SECURE COMPLETION OF THE REQUIRED IMPROVEMENTS FOR THE SUBDIVISION.

ANDREW S. GABER RCE 45187
COUNTY ENGINEER
COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION DIVISION
COUNTY OF EL DORADO, CALIFORNIA
DATE: _____

**COMMUNITY DEVELOPMENT AGENCY
DEVELOPMENT SERVICES DIRECTOR'S STATEMENT:**

I, _____ HEREBY STATE THAT THIS FINAL MAP CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAPS OF THIS SUBDIVISION APPROVED ON JULY 9, 2014 BY THE BOARD OF SUPERVISORS AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL CONDITIONS IMPOSED UPON SAID APPROVALS HAVE BEEN SATISFIED.

DATE: _____

ROGER TROUT
COMMUNITY DEVELOPMENT AGENCY
DEVELOPMENT SERVICES DIRECTOR
COUNTY OF EL DORADO, CALIFORNIA

BY: _____
PRINCIPAL PLANNER
COUNTY OF EL DORADO, CALIFORNIA

COUNTY SURVEYOR'S STATEMENT:

I HAVE EXAMINED THE MAP, THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

RICHARD L. BRINER L.S. 5084
COUNTY SURVEYOR
COUNTY OF EL DORADO, CALIFORNIA

DATE: _____

PHILIP R. MOSBACHER L.S. 7189
DEPUTY SURVEYOR
COUNTY OF EL DORADO, CALIFORNIA

COUNTY TAX COLLECTOR'S STATEMENT:

I, C.L. RAFFETY, HEREBY STATE THAT, ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, PROVIDED THAT THE FINAL MAP IS ACCEPTED FOR RECORD AND FILED PRIOR TO THE NEXT SUCCEEDING LEN DATE.

C.L. RAFFETY
TAX COLLECTOR
COUNTY OF EL DORADO, CALIFORNIA

DATE: _____

BY: _____
DEPUTY

BOARD CLERK'S STATEMENT:

I, JAMES S. MITRISIN, HEREBY STATE THAT THE BOARD OF SUPERVISORS, BY ORDER ON _____, ADOPTED AND APPROVED THIS FINAL MAP OF THIS SUBDIVISION AND ACCEPT SUBJECT TO IMPROVEMENTS FOR PUBLIC USES, THE ROADS COURTS AND CIRCLES, AND FURTHER ACCEPTS ON BEHALF OF THOSE PUBLIC ENTITIES THAT WILL PROVIDE SERVICES, SUBJECT TO THE PURVEYOR'S CONSTRUCTION STANDARDS, THE EASEMENTS AS SHOWN HEREON AND AS OFFERED FOR DEDICATION, EXCEPT DRAINAGE EASEMENTS AND LOT R WHICH ARE HEREBY REJECTED.

JAMES S. MITRISIN
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF EL DORADO, CALIFORNIA

DATE: _____

BY: _____

COUNTY RECORDER'S CERTIFICATE:

FILED THIS _____ DAY OF _____, 20_____, AT _____, IN BOOK _____ OF MAPS, AT PAGE _____, DOCUMENT NO. _____ AT THE REQUEST OF SERRANO ASSOCIATES, LLC. TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION IS GUARANTEED BY TITLE CERTIFICATE NO. _____ PREPARED BY PLACER TITLE COMPANY AND IS ON FILE IN THIS OFFICE.

WILLIAM E. SCHULTZ
COUNTY RECORDER, CLERK
COUNTY OF EL DORADO, CALIFORNIA

BY: _____
DEPUTY

**PLAT OF
SERRANO VILLAGE M2-UNIT 2**
PORTIONS OF SECTIONS 25 & 26, T.10N., R.8E., M.D.M.
BEING LOT 4 OF SUB. J-129
COUNTY OF EL DORADO, STATE OF CALIFORNIA
OCTOBER 2014
R. E. Y. ENGINEERS, Inc. 

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THAT SHOWN ON SUB. J-36 AND IS GRID NORTH. ROTATE BEARINGS CLOCKWISE 00°35'17" TO OBTAIN TRUE NORTH BEARINGS. ALL DISTANCES ARE GROUND DISTANCES.

SCALE 1"=200'

REFERENCES:

- (1) SUB. F-97
- (2) SUB. I-55
- (3) SUB. I-65
- (4) SUB. I-81
- (5) SUB. I-85
- (6) SUB. I-123
- (7) SUB. J-36
- (8) SUB. J-129
- (9) RS 24-143
- (10) DDC#2003-0115084

LEGEND:

- DIMENSION POINT
- ⊕ SET 5/8" REBAR WITH ALUMINUM CAP STAMPED "L.S. 6866"
- ⊙ SET SPIKE AND WASHER STAMPED "L.S. 6866"
- ⊗ FOUND 5/8" REBAR WITH ALUMINUM CAP STAMPED "L.S. 6866"
- FOUND 1-1/2" C.I.P. STAMPED "RCE 20462-2004" UNLESS YEAR OTHERWISE SHOWN
- ⊕ RECORD INDICATES MONUMENT AS NOTED
- ⊙ FOUND MONUMENT AS NOTED
- (R) RADIAL

NOTARY ACKNOWLEDGMENT:

STATE OF _____ } :SS
COUNTY OF _____ }
ON _____, BEFORE ME, _____, PERSONALLY APPEARED _____, 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 THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____
PRINCIPAL PLACE OF BUSINESS: COUNTY OF _____
MY COMMISSION EXPIRES: _____

NOTARY ACKNOWLEDGMENT:

STATE OF _____ } :SS
COUNTY OF _____ }
ON _____, BEFORE ME, _____, PERSONALLY APPEARED _____, 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 THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____
PRINCIPAL PLACE OF BUSINESS: COUNTY OF _____
MY COMMISSION EXPIRES: _____

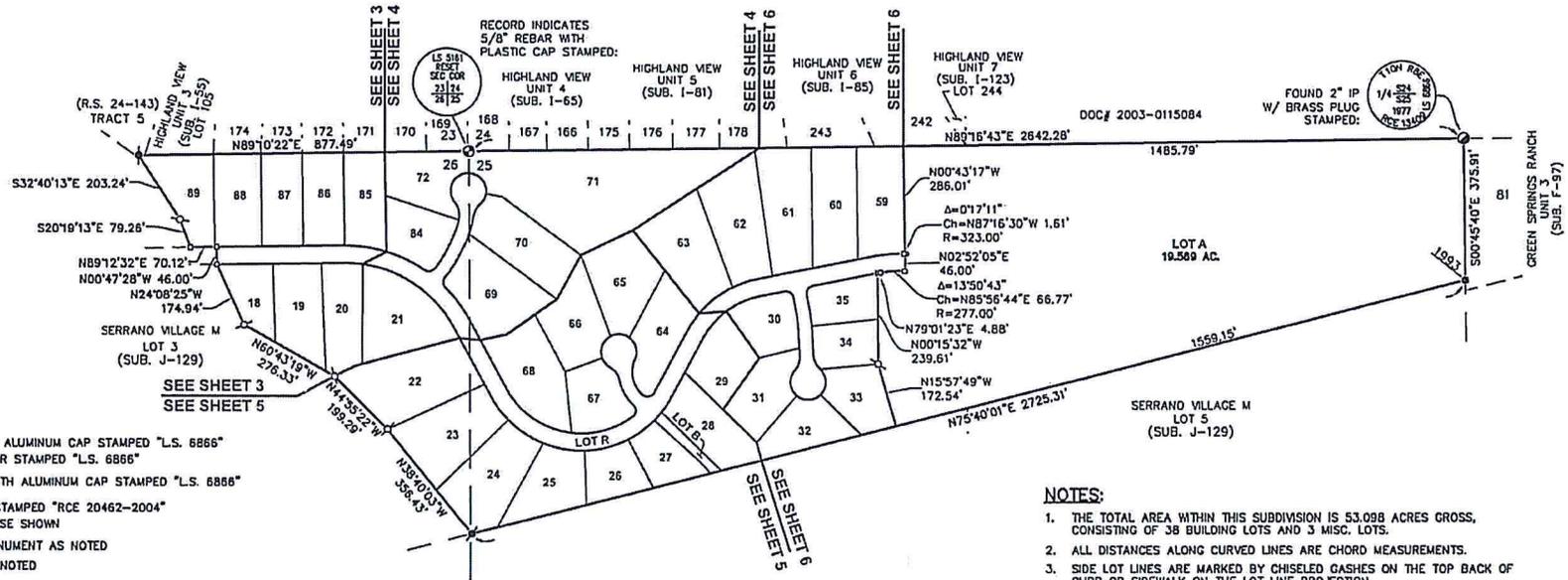


Exhibit A

Engineer's Cost Estimate

Project: Serrano Village M2-Ph1 (Units 1 & 2), Roadway and Lot Grading (49 lots)
 Job number: 2677.192
 Date: 7/6/2015
 Plan Set Date: 7/3/2014 (Road Improvements) & 11/21/2014 (Lot Grading)
 Prepared by: DDS
 Reviewed by: DDS

R.E.Y. ENGINEERS, INC.
 Civil Engineers | Land Surveyors | LDAR
 905 Sutter Street, Suite 200, Folsom, CA 95630
 Phone: (916) 366-3040 Fax: (916) 366-3303
 www.reyengineers.com



1 GRADING (Roadway)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1.01	Clearing and Grubbing	10.99	Acre	\$8,550.00	\$93,964.50
1.02	Excavation	21,174	CY	\$5.70	\$120,691.80
1.03	Import (From Village M2, Phase 2 Site)	3820	CY	\$10.00	\$38,200.00
GRADING SUBTOTAL (Roadway)					\$252,856.30

2 GRADING (Lot Grading)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
2.01	Clearing and Grubbing	19	Acre	\$8,550.00	\$162,450.00
2.02	Tree Removal	524	EA	\$15.00	\$7,860.00
2.03	Excavation	58,500	CY	\$5.70	\$333,450.00
2.04	Retaining Wall (Rockery) (Includes Footings)	2,122	CY	\$80.00	\$169,760.00
2.05	Retaining Wall (Keystone) (Includes Footings)	9,347	SF	\$80.00	\$747,760.00
2.06	Mobilization	1	LS	\$71,064.00	\$71,064.00
GRADING SUBTOTAL (Lot Grading)					\$1,492,344.00

3 EROSION CONTROL (Roadway)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
3.01	Hydroseed - Permanent	215,105	SF	\$0.41	\$88,193.05
3.02	Tack	215,105	SF	\$0.41	\$88,193.05
3.03	Straw & Tack	215,105	SF	\$0.41	\$88,193.05
3.04	Straw Wattles - Temporary	23,738	LF	\$10.20	\$242,127.60
3.05	Rock Check Dams - Temporary 300' Intervals	9	EA	\$500.00	\$4,500.00
3.06	Gravel Filled Sandbags around DI's - Temporary	24	EA	\$150.00	\$3,600.00
3.07	Construction Entrance	2	EA	\$2,000.00	\$4,000.00
3.08	Fugitive Dust Control	1	LS	\$20,000.00	\$20,000.00
3.09	SWPPP Maintenance	1	LS	\$15,000.00	\$15,000.00
EROSION CONTROL SUBTOTAL (Roadway)					\$553,806.75

Exhibit A

4 EROSION CONTROL (Lot Grading)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
4.01	Hydroseed - Permanent	401,210	SF	\$0.41	\$164,496.10
4.02	Straw Wattles - Temporary	48,770	LF	\$10.20	\$497,454.00
4.03	Gravel Filled Sandbags around DI's - Temporary	15	EA	\$150.00	\$2,250.00
4.04	Construction Entrance - Temporary	12	EA	\$2,000.00	\$24,000.00
4.05	Fugitive Dust Control	1	LS	\$20,000.00	\$20,000.00
4.06	SWPPP Maintenance	1	LS	\$15,000.00	\$15,000.00
EROSION CONTROL SUBTOTAL (Lot Grading)					\$723,200.10

5 PAVING (Roadway)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
5.01	Asphalt (3"AC/8"AB)	172,881	SF	\$4.80	\$829,828.80
5.02	Asphalt (2"AC/6"AB) EVA	27,863	SF	\$3.55	\$98,913.65
5.03	6" AB for Maintenance/Access Roads	14,155	SF	\$2.05	\$29,017.75
5.04	Rolled Curb & Gutter (Modified Type 1)	9,309	LF	\$20.00	\$186,180.00
5.05	Sawcut and Remove Existing Pavement	70	SF	\$10.00	\$700.00
PAVING SUBTOTAL (Roadway)					\$1,144,640.20

6 DRAINAGE (Roadway)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
6.01	12" HDPE	256	LF	\$50.80	\$13,004.80
6.02	18" HDPE	1878	LF	\$55.90	\$104,980.20
6.03	24" HDPE	822	LF	\$61.00	\$50,142.00
6.04	36" HDPE	15	LF	\$74.45	\$1,116.75
6.05	Type 'B' Drainage Inlet	9	EA	\$1,016.00	\$9,144.00
6.06	Reinforced Type 'B' Drainage Inlet	11	EA	\$1,828.80	\$20,116.80
6.07	OCP Grated Inlet (DOT 115A)	2	EA	\$3,600.00	\$7,200.00
6.08	Rock-lined V-ditch	483	LF	\$100.00	\$48,300.00
6.09	18" FES	4	EA	\$889.00	\$3,556.00
6.10	24" FES	3	EA	\$1,016.00	\$3,048.00
6.11	36" FES	2	EA	\$1,270.00	\$2,540.00
6.12	48" Manhole	14	EA	\$3,048.00	\$42,672.00
6.13	Inlet/Outlet Protection (T-504)	8	EA	\$1,000.00	\$8,000.00
6.14	Remove Existing 48" Manhole	1	EA	\$2,000.00	\$2,000.00
6.15	Remove Existing Drainage Inlets	3	EA	\$800.00	\$2,400.00
6.16	Remove Existing 24" Culvert	39	LF	\$25.00	\$975.00
6.17	Remove Existing 12" Pipe	19	LF	\$25.00	\$475.00
6.18	Remove Existing 27" Pipe	28	LF	\$25.00	\$700.00
6.19	Connect to Existing Storm Drain Manhole	4	EA	\$1,000.00	\$4,000.00
6.20	Adjust Drainage Inlet to Grade	1	EA	\$750.00	\$750.00
6.21	Adjust Storm Drain Manhole Rim to Grade	4	EA	\$750.00	\$3,000.00
6.22	TV Inspection	2971	LF	\$2.05	\$6,090.55
DRAINAGE SUBTOTAL (Roadway)					\$334,211.10

Exhibit A

7 DRAINAGE (Lot Grading)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
7.01	24" HDPE	81	LF	\$61.00	\$4,941.00
7.02	Inlet/Outlet Protection (T-504)	1	EA	\$1,000.00	\$1,000.00
7.03	Reinforced Concrete Drainage Ditch	79	LF	\$125.00	\$9,875.00
DRAINAGE SUBTOTAL (Lot Grading)					\$15,816.00

8 SEWER (Roadway)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
8.01	4" PVC, DR-14 Force Main	215	LF	\$30.50	\$6,557.50
8.02	6" PVC, SDR-35	3932	LF	\$40.65	\$159,835.80
8.03	6" PVC, SDR-26	1282	LF	\$45.00	\$57,690.00
8.04	8" PVC, SDR-35	230	LF	\$45.75	\$10,522.50
8.05	48" Manhole	22	EA	\$2,540.00	\$55,880.00
8.06	48" Manhole with Lining	3	EA	\$2,800.00	\$8,400.00
8.07	Outside Drop	1	EA	\$2,000.00	\$2,000.00
8.08	60" Manhole with Lining	2	EA	\$3,556.00	\$7,112.00
8.09	Sewer Service (4")	35	EA	\$508.00	\$17,780.00
8.10	Pumped Sewer Service Gravity	14	EA	\$650.00	\$9,100.00
8.11	Pumped Sewer Service Force Main	2	EA	\$650.00	\$1,300.00
8.12	TV Camera Inspection	5444	LF	\$2.05	\$11,160.20
8.13	6" Sewer Clean Out (Temp)	1	EA	\$508.00	\$508.00
8.14	2" Blow Off	1	EA	\$711.12	\$711.12
8.15	Connect to Existing Sewerline	2	EA	\$1,200.00	\$2,400.00
8.16	Line Existing Manhole	1	EA	\$1,000.00	\$1,000.00
SEWER SUBTOTAL (Roadway)					\$351,957.12

9 WATER (Roadway)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
9.01	8" PVC C900, DR-14	1266	LF	\$40.65	\$51,462.90
9.02	8" PVC C900, DR-18	3039	LF	\$45.00	\$136,755.00
9.03	10" PVC C900, DR-14	1838	LF	\$55.00	\$101,090.00
9.04	8" Gate Valve	16	EA	\$1,200.00	\$19,200.00
9.05	10" Gate Valve	3	EA	\$1,770.00	\$5,310.00
9.06	2" Blow Off	3	EA	\$711.12	\$2,133.36
9.07	2" Blow Off (Temp)	2	EA	\$711.12	\$1,422.24
9.08	4" Blow Off	1	EA	\$2,032.00	\$2,032.00
9.09	1" Air Release Valve	3	EA	\$965.20	\$2,895.60
9.10	1" Air Release Valve (Temp)	2	EA	\$965.20	\$1,930.40
9.11	2" Air Release Valve	1	EA	\$1,524.00	\$1,524.00
9.12	Fire Hydrant & Appurtenances	11	EA	\$2,540.00	\$27,940.00
9.13	1" Service	47	EA	\$457.20	\$21,488.40
9.14	Pressure Reducing Valve & Vault	1	EA	\$35,560.00	\$35,560.00
9.15	Remove Ex. Temp BO/ARV & Connect to Ex. Waterline	2	EA	\$750.00	\$1,500.00
WATER SUBTOTAL (Roadway)					\$412,243.90

Exhibit A

10 RECLAIMED WATER (Roadway)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
10.01	8" PVC C900, DR-18	6136	LF	\$40.65	\$249,428.40
10.02	8" Gate Valve	19	EA	\$1,200.00	\$22,800.00
10.03	10" Gate Valve	1	EA	\$1,770.00	\$1,770.00
10.04	2" Blow Off	8	EA	\$711.12	\$5,688.96
10.05	2" Blow Off (Temp)	2	EA	\$711.12	\$1,422.24
10.06	1" Air Release Valve	4	EA	\$965.20	\$3,860.80
10.07	1" Air Release Valve (Temp)	2	EA	\$965.20	\$1,930.40
10.08	1" Service	50	EA	\$457.20	\$22,860.00
10.09	Pressure Reducing Valve & Vault	1	EA	\$35,560.00	\$35,560.00
10.10	Remove Ex. Temp BO/ARV & Connect to Ex. Waterline	2	EA	\$750.00	\$1,500.00
RECLAIMED WATER SUBTOTAL (Roadway)					\$346,820.80

11 UTILITY IMPROVEMENTS (Roadway)

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
11.01	Utility Services	49	EA LOT	\$8,128.00	\$398,272.00
11.02	Joint Utility Trench	5520	LF	\$10.20	\$56,304.00
11.03	Conduit Services	49	EA LOT	\$1,219.20	\$59,740.80
11.04	Wiring/Transformers	49	EA LOT	\$1,219.20	\$59,740.80
11.05	Street Light	2	EA	\$3,500.00	\$7,000.00
UTILITY SUBTOTAL (Roadway)				\$581,057.60	

12 MISCELLANEOUS ROAD IMPROVEMENTS (Roadway)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
12.01	Traffic Barricade w/ W31 Sign	40	LF	\$50.80	\$2,032.00
12.02	Stop Bar and "STOP" sign	4	EA	\$762.00	\$3,048.00
12.03	Street Sign	4	EA	\$406.40	\$1,625.60
12.04	Remove Existing Barricade	2	EA	\$500.00	\$1,000.00
MISCELLANEOUS SUBTOTAL (Roadway)					\$7,705.60

Exhibit A

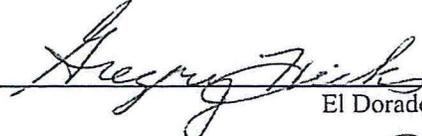
SUMMARY OF COSTS

1. GRADING (Roadway)	\$252,856.30
2. GRADING (Lot Grading)	\$1,492,344.00
3. EROSION CONTROL (Roadway)	\$553,806.75
4. EROSION CONTROL (Lot Grading)	\$723,200.10
5. PAVING (Roadway)	\$1,144,640.20
6. DRAINAGE (Roadway)	\$334,211.10
7. DRAINAGE (Lot Grading)	\$15,816.00
8. SEWER (Roadway)	\$351,957.12
9. WATER (Roadway)	\$412,243.90
10. RECLAIMED WATER (Roadway)	\$346,820.80
11. UTILITY IMPROVEMENTS (Roadway)	\$581,057.60
12. MISCELLANEOUS ROAD IMPROVEMENTS (Roadway)	\$7,705.60

PROJECT SUBTOTAL	\$6,216,659.47
CONTINGENCY COST (10%)	\$621,665.95
CONSTRUCTION STAKING (5%)	\$310,832.97
CONSTRUCTION MANAGEMENT (2%)	\$124,333.19
TOTAL ESTIMATED COST OF PROJECT	\$7,273,491.58

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:

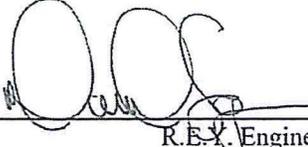


 El Dorado Department of Transportation

July 6, 2015

 Date





 R.E.V. Engineers, Inc.

7/6/2015

 Date

Exhibit B
Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for **Serrano Village M2 Phase 1, Units 1 & 2, TM 01-1381R** have been completed, to wit:

	Total Amount	Percent Complete	Remaining Amount
Grading (Roadway)	\$ 252,856.30	70%	\$ 75,856.89
Grading (Lot Grading)	\$ 1,492,344.00	80%	\$ 298,468.80
Erosion Control (Roadway)	\$ 553,806.75	50%	\$ 276,903.38
Erosion Control (Lot Grading)	\$ 723,200.10	0%	\$ 723,200.10
Paving (Roadway)	\$ 1,144,640.20	0%	\$ 1,144,640.20
Drainage (Roadway)	\$ 334,211.10	80%	\$ 66,842.22
Drainage (Lot Grading)	\$ 15,816.00	85%	\$ 2,372.40
Sewer (Roadway)	\$ 351,957.12	80%	\$ 70,391.42
Water (Roadway)	\$ 412,243.90	75%	\$ 103,060.98
Reclaimed Water (Roadway)	\$ 346,820.80	75%	\$ 86,705.20
Utility Improvements (Roadway)	\$ 581,057.60	0%	\$ 581,057.60
Misellaneous (Roadway)	\$ 7,705.60	0%	\$ 7,705.60
SUBTOTAL	\$ 6,216,659.47		\$ 3,437,204.78
Construction Staking (5%)	\$ 310,832.97		\$ 171,860.24
Construction Management (2%)	\$ 124,333.19		\$ 68,744.10
Contingency (10%)	\$ 621,665.95		\$ 343,720.48
Total	\$ 7,273,491.58		\$ 4,021,529.60

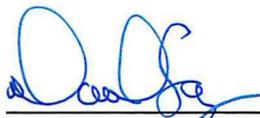
I estimate the total cost of completing the improvements agreed to be performed by the Subdivider to be **Seven Million Two Hundred Seventy-Three Thousand Four Hundred Ninety-One Dollars and Fifty-Eight Cents (\$7,273,491.58)**.

I estimate the total cost of completing the remainder of the improvements to be **Four Million Twenty-One Thousand Five Hundred Twenty-Nine Dollars and Sixty Cents (\$4,021,529.60)** and the cost of the completed work to be **Three Million Two Hundred Fifty-One Thousand Nine Hundred Sixty-One Dollars and Ninety-Eight Cents (\$3,251,961.98)**.

The amount of the Performance Bond is **Four Million Twenty-One Thousand Five Hundred Twenty-Nine Dollars and Sixty Cents (\$4,021,529.60)**, representing 100% of the Remaining Amount.

The amount of the Laborers and Materialmens Bond is **Three Million Six Hundred Thirty-Six Thousand Seven Hundred Forty-Five Dollars and Seventy-Nine Cents (\$3,636,745.79)**, which is 50% of the Total Cost of the Improvements.

DATED: 8/13/2015


 David D. Sagan, PE 60506
 R.E.Y. Engineering Inc.
 905 Sutter Street, Suite 200
 Folsom, CA 95630



ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 9/17/2015


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