

OFFICIAL COUNTY BUSINESS—NO RECORDING
FEE REQUIRED PURSUANT TO GOVT CODE 6103

Recording Requested By:

Natalie Diter
SIGNATURE

5/3/21
DATE

When Recorded Mail To:
COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: COUNTY ENGINEER

Recorded in Official Records
County of El Dorado
Janelle K. Horne
Recorder-Clerk

2021-0030941

05/05/2021
09:23:48 AM
PL

Titles: 1 Pages: 13

SH

Fees: \$0.00
Taxes: \$0.00
CA SB2 Fee: \$0.00
Total: \$0.00



(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEFERRED FRONTAGE IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of March, 2021 by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), **TRI POINTE HOMES HOLDINGS, INC.**, a Delaware corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2990 Lava Ridge Court, Suite 190, Roseville, California 95661, 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, Suite 100, El Dorado Hills, California, 95762 (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, Suite 100, El Dorado Hills, California, 95762, (hereinafter referred to as "Subdivider").

RECITALS

- A. Chapter 12.09 of the County Frontage Improvement Ordinance allows the County Engineer, at the time of approval of a Project, to require the concurrent construction of frontage improvements;
- B. At the regular meeting of October 24, 2019, the Planning Commission approved the Serrano Village J7 project (PD18-0005, TM18-1536), with Condition # 13:

Bass Lake Road: Design the project grading and improvement plans consistent with the ultimate alignment of Bass Lake Road. Enter into a Deferred Frontage Agreement with the County, and deposit funds with the County representing the Village J7 fair share portion of the future frontage improvements. These funds are to be dedicated to future construction of the project's fair share frontage improvements, at such time as the ultimate alignment of Bass Lake Road is constructed.

- C. COUNTY AND OWNERS agreed in said Condition #13 to defer frontage improvements along Bass Lake Road due to the future planned realignment of Bass Lake Road, since the planned realignment is not currently programmed in the County's 20-year Capital Improvement Program (CIP).

Deferred Frontage Improvement Agmt
Serrano Village J7

D. OWNERS have prepared a preliminary engineering drawing (attached hereto as Exhibit A) and Engineer's cost estimate of the frontage improvements (attached hereto as Exhibit B), and desires to fulfill said condition #13.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein, the parties agree as follows:

PAYMENT

1. SUBDIVIDER agrees to pay to the County the amount of **SEVENTY-SIX THOUSAND NINE HUNDRED SEVEN DOLLARS AND EIGHTY-EIGHT CENTS (\$76,907.88)** in lieu of constructing frontage improvements. SUBDIVIDER shall pay the full amount before recordation of the first Final Map for the Serrano Village J7 project.

2. COUNTY agrees to provide to SUBDIVIDER a written receipt of this transaction, and deposit said funds in a reserve account to be used solely for construction of the Serrano Village J7 frontage improvements along Bass Lake Road in compliance with the El Dorado County Frontage Improvement Deferral Program (Resolution No. 009-2021), as that resolution now reads or may be amended from time to time.

3. COUNTY and OWNERS mutually agree that payment of these funds satisfies Condition #13 of the Serrano Village J7 Tentative Map and Development Plan. That Condition will be deemed satisfied upon COUNTY receiving the payment and providing a written receipt of that transaction to OWNERS.

4. COUNTY agrees to pursue the future Bass Lake Road Realignment Project substantially consistent with the spirit of this agreement, at such time in the future as deemed necessary by COUNTY. However, nothing in this agreement shall be construed to limit the COUNTY's lawful legislative powers relating to decisions for the future Bass Lake Road Realignment project.

NOTICE TO PARTIES

Notice to Parties: All notices, including written receipts, 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 addressed as follows:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Rafael Martinez, Director

or to such other location as County directs.

Notices to OWNERS shall be addressed as follows:

Tri Pointe Homes Holdings, Inc.
2990 Lava Ridge Court, Suite 190
Roseville, California 95661
Attn.: Sean Herra, Land Acquisition Manager

and

Serrano Associates, LLC
4525 Serrano Parkway, Suite 100
El Dorado Hills, California 95762
Attn.: Kirk Bone
Director of Government Relations

or to such other location as OWNERS direct.

Notices to SUBDIVIDER shall be addressed as follows:

Serrano Associates, LLC
4525 Serrano Parkway, Suite 100
El Dorado Hills, California 95762
Attn.: Kirk Bone
Director of Government Relations

or to such other location as SUBDIVIDER directs.

CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Rafael Martinez, Director, Department of Transportation, or successor.

PARTIAL INVALIDITY

If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

CALIFORNIA FORUM AND LAW

Any dispute resolution 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.


NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement, including but not limited to the Bridlewood community.

Deferred Frontage Improvement Agmt
Serrano Village J7

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

--COUNTY OF EL DORADO--

By: 
John Hidalgo
Board of Supervisors
"County"

Dated: 5/4/21

Attest:
Kim Dawson
Clerk of the Board of Supervisors

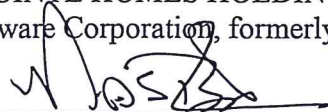
By: 
Deputy Clerk

Dated: 5/4/21

-- OWNERS --

-- TRI POINTE HOMES HOLDINGS, INC --
-- a Delaware Corporation --

TRI POINTE HOMES HOLDINGS, INC.
a Delaware Corporation, formerly known as TRI Pointe Homes, Inc., a Delaware corporation


By: 
Philip S. Bodem
Division President - Sacramento
"Owner"

Dated: 3/18/21

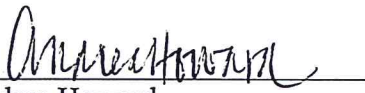
and

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

By: Parker Development Company
a California Corporation
its Managing Member

By: 
L. Clark Winn
Chief Financial Officer
"Owner"

Dated: 03-18-21

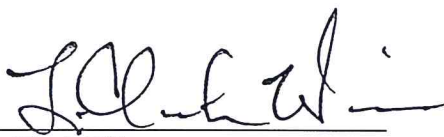
By: 
Andrea Howard
Principal Planner
"Owner"

Dated: 3/18/21

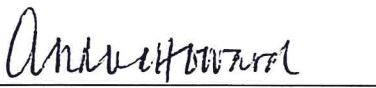
--SUBDIVIDER--

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

By: Parker Development Company
a California Corporation
its Managing Member

By: 
L. Clark Winn
Chief Financial Officer
"Subdivider"

Dated: 03-18-21

By: 
Andrea Howard
Principal Planner
"Subdivider"

Dated: 3/18/21

Note: This document is to be signed by all persons having ownership interest in the Real Property, with signatures as their names appear on deed of title and such signatures must be acknowledged for recording.
Deferred Frontage Improvement Agmt
Serrano Village J7

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 March 19, 2021 before me, Jose Santiago Vega, Notary Public
(here insert name and title of the officer)
personally appeared Phillip S. Bodern

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 



(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 El Dorado

On 3-18-21 before me, Florence Tanner, Notary Public,
(here insert name and title of the officer)

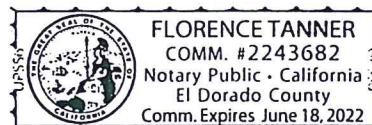
personally appeared L. Clark Winn

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 El Dorado

On 3-18-21 before me, Florence Tanner, Notary Public,
(here insert name and title of the officer)

personally appeared Andrea Howard

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)

SUBDIVIDER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 3-18-21 before me, Florence Tanner, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared L. Clark Winn
Name(s) of Signer(s)

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
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Deferred Frontage Improvement Agmt. - Village J7
Document Date: 3-18-21 Number of Pages: 5
Signer(s) Other Than Named Above: Andrew Howard, Kim Dawson + Philip S. Bodem

Capacity(ies) Claimed by Signer(s)

Signer's Name: L. Clark Winn
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing: Serrano Associates, LLC

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

SUBDIVIDER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 3-18-21 before me, Florence Tanner, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Andrea Howard
Name(s) of Signer(s)

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
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Deferred Frontage Improvement Agmt - Village 57
 Document Date: 3-18-21 Number of Pages: 5
 Signer(s) Other Than Named Above: L. Clark Winn, Kim Dawson & Philip S. Badem

Capacity(ies) Claimed by Signer(s)

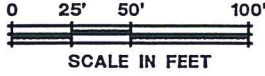
Signer's Name: Andrea Howard
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
 Signer Is Representing: Serrano Associates, LLC

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
 Signer Is Representing: _____




SERRANO VILLAGE J7

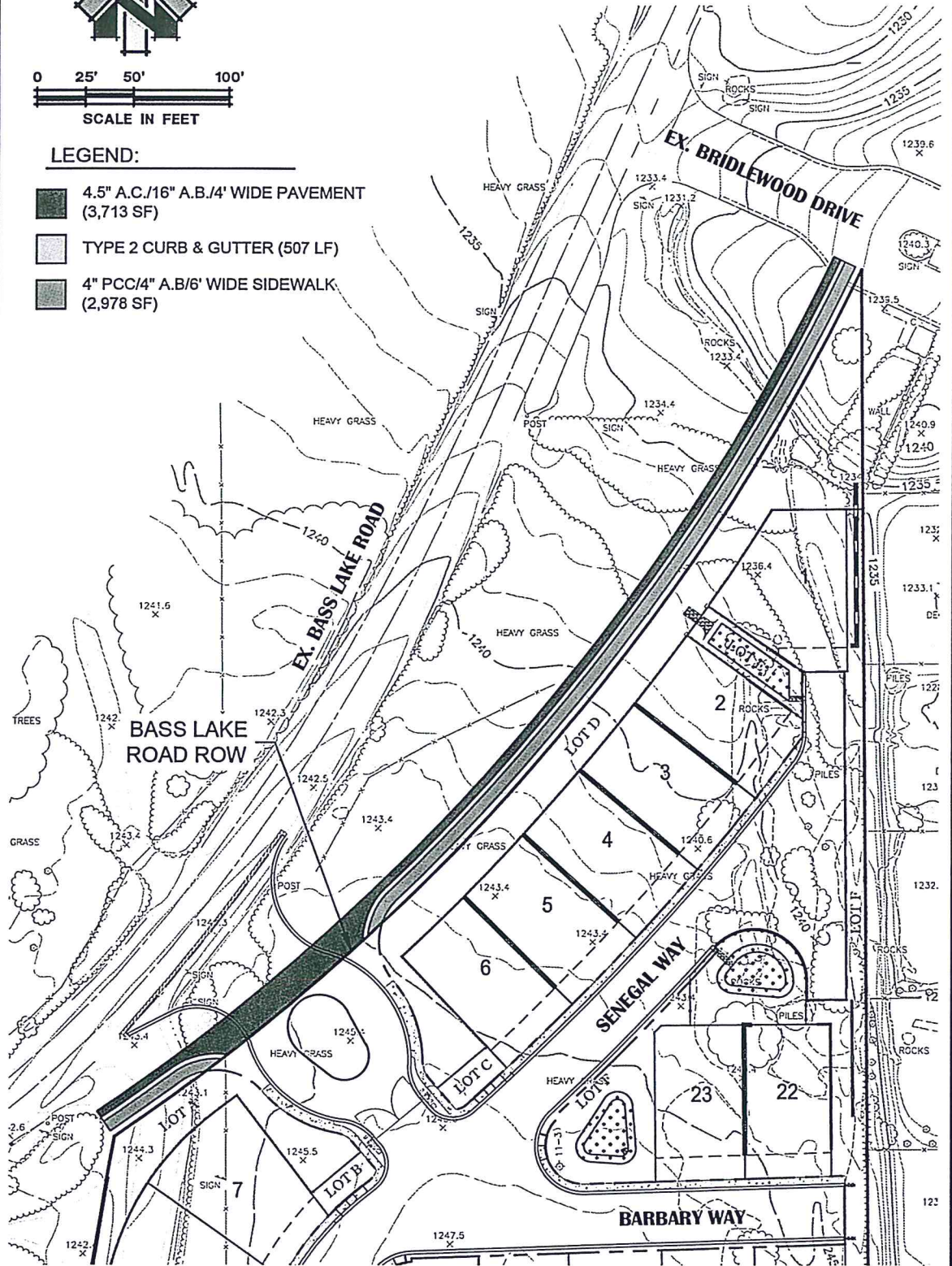
Offsite Improvements

September 2, 2020



LEGEND:

-  4.5" A.C./16" A.B./4' WIDE PAVEMENT (3,713 SF)
-  TYPE 2 CURB & GUTTER (507 LF)
-  4" PCC/4" A.B./6' WIDE SIDEWALK (2,978 SF)



R:\J7\J7_133 - Village J7 Improvement Plans\133 - Documents\Exhibits\Level\2020-09-02 09:18:11 Civil Estimate\On-Site Civil Estimate 09-02-2020.dwg Sep 02, 2020 - 1:03pm, D:\guy

905 Diner Street Suite 200 Folsom CA 95630
(916) 266-3040 Fax (916) 266-3303
R. E. Y. ENGINEERS, Inc
Civil Engineers | Land Surveyors | ILLDAR



EXHIBIT B

Serrano Village J7 Frontage Improvements Engineer's Opinion of Probable Construction Costs

Job number: 2677.233
 Date: 9/2/2020
 Plan Set Date: Offsite Improvements Exhibit 09/02/2020
 Prepared by: DDS
 Reviewed by: DDS

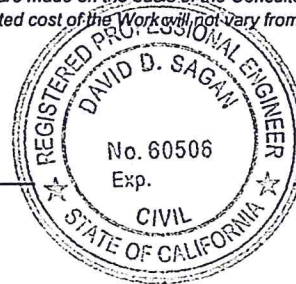
R.E.Y. ENGINEERS, INC.
 Civil Engineers | Land Surveyors | LiDAR
 905 Sutter Street, Suite 200 Folsom, CA 95630
 Phone: (916) 366-3040 Fax: (916) 366-3303
 www.reyengineers.com



Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
GRADING					
1	Clear and Grub	0.18	AC	\$1,800.00	\$324.00
2	Street Excavation	360	CY	\$17.20	\$6,192.00
Grading Subtotal					\$6,516.00
STREET IMPROVEMENTS					
3	4.5" A.C.	3,713	SF	\$3.40	\$12,624.20
4	16" A.B.	3,713	SF	\$3.60	\$13,366.80
5	Type 2 - Vertical Curb & Gutter	507	LF	\$22.50	\$11,407.50
6	Concrete Sidewalk (4"PCC/4"A.B.)	2,978	SF	\$5.75	\$17,123.50
Street Improvements Subtotal					\$54,522.00
Total Hard Cost					\$61,038.00
SOFT COSTS					
A	Bond Enforcement Costs	2%			\$1,220.76
B	Construction Staking	4%			\$2,441.52
C	Construction Management & Inspection	10%			\$6,103.80
D	Contingency	10%			\$6,103.80
Subtotal Soft Cost					\$15,869.88
Total Estimated Cost					\$76,907.88

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.

R.E.Y. Engineers, Inc.




9/2/2020
Date

GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the portion(s) of the document that will not reproduce a readable copy to which this statement is attached, reads as follows:

"Cost of the Work will not vary"
"PROFESSIONAL"

DATED: 5/5/2021


Signature
Lindsay Tallman
(Firm Name, if applicable)