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 RREF II-RD WILLOWS, LLC, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 28118 Agoura Road, Suite 105, Agoura Hills, California 91301; (hereinafter referred to as "Owner"); concerning PROMONTORY VILLAGE CENTER LOT 8, TM 13-1513 (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the _____ day of _____, 2015.

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 **PROMONTORY VILLAGE CENTER LOT 8, TM 13-1513.** 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 Promontory Village Center, Lot 8, TM 13-1513, in its entirety, which were approved by the County Engineer, Community Development Agency, Transportation Division, on July 6, 2015, and Improvement Plans for Treviso II, TM 11-1502 pages 1, 7B, 8B, 9B, 9D, 10A, 11A, 12A, 13B, 15A and Landscaping pages L.0.0 through L.4.3 as it pertains to Via Barlogio, which were approved by the County Engineer, Community Development Agency, Transportation Division on April 23, 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. The Exhibits describes quantities, units and costs associated with the improvements to be made.

Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner Promontory Village Center Lot 8, TM 13-1513 AGMT 15-54137 Page 1 of 7 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 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. 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 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 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.

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 the 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 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.

AGMT 15-54137 Page 3 of 7

Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner Promontory Village Center Lot 8, TM 13-1513

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 Seven Million Six Hundred Twenty-Seven Thousand Nine Hundred Forty-Nine Dollars and Sixty-Eight Cents (\$7,627,949.68).

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 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 Owner shall be addressed as follows:

RREF II – RD Willows, LLC 28118 Agoura Road, Suite 105 Agoura Hills, CA 91301 Attn.: Steve Kessler, 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, 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. 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.

AGMT 15-54137 Page 5 of 7 **Requesting Division and Contract Administrator Concurrence:**

By:

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

Dated: () UT (, 2015

Requesting Department Concurrence:

Str. M. Pestetti By:

Steven M. Pedretti, Director Community Development Agency

Dated: 10/6/15

Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner Promontory Village Center Lot 8, TM 13-1513 AGMT 15-54137 Page 6 of 7 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:

Brian K. Veerkamp, Chair Board of Supervisors "County"

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

By: _____

Dated:

Deputy Clerk

--RREF II-RD WILLOWS, LLC--

a California limited liability company

RREF II-RD WILLOWS JV MEMBER, LLC a Delaware limited liability company

By: Rialto Real Estate Fund II, LP a Delaware limited partnership its Sole Member

	By:	Rialto Partners GP II, LLC
		a Delaware limited liability company
		its General Partner
By:		Dated: 8/28/15
		nthony Seijas,
	its	s Vice President
	"(Dwner"
		y Notary Acknowledgment Attached

Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner Promontory Village Center Lot 8, TM 13-1513 AGMT 15-54137 Page 7 of 7

OWNER

ACKNOWLEDGMENT A notary public or other officer completing Florida this certificate verifies only the identity of the individual who signed the document to State of Californiawhich this certificate is attached, and not County of Miami-Dade the truthfulness, accuracy, or validity of that document. 15 before me, Michelle Shaffer, Notar (here insert name and title of the officer) On personally appeared Anthony Seijas 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 Florida foregoing paragraph is true and correct. MICHELLE SHAFFER MY COMMISSION # FF 206714 WITNESS my hand and official seal. EXPIRES: July 5, 2019 Bonded Thru Notary Public Underv Signature (Seal)

Exhibit A Engineer's Cost Estimate



ENGINEERING SOLUTIONS



Civil Engineering = Land Surveying = Land Planning Promontory Village Conter - Lot 8 Engineers Bond Estimate

TE113-1613

As of: 08/14/15

Item No.		Description	Quantity Unit	Unit Price	Total Amour
	· · · ·	EARTHWORK	1 (000 / · · · · · · · · · · · · · · · · ·		
1	Protective Fencinc	· · · · · · · · · · · · · · · · · · ·	6,140 H	\$3.60	\$29,304.0
2	Clear and Grub		32.5 ac	\$8,550,00	\$277,875.0
3	Excavation		185,000 cy		\$1,054,500.0
4	Finish Pads		53 ca	\$450.00	\$28,350.0
ŝ	Rockery Retaining Walls		27,830 si	\$20.00	
6					\$558,600.0
	CMU Retaining Walls		5,610 sf	\$35.00	\$195,350.0
7	PCC Retaining Walls		<u>14 cy</u>	\$1,000.00	
8	Keystone Wall		1,045 st	\$35.00	
		NUMBER OF A DESCRIPTION	Subtotal Direct Earl	hwork Costs	\$2,193,554.0
		REETS AND MISCELLAENOUS			· · · · · · · · · · · · · · · · · · ·
1	3" Street A.C.		122.458 sf	\$2.05	\$251,038.9
2	8" Street A.B.		122,458 st	\$2.75	\$336,759.5
3	Curb and Gutter, Type Rolled Curb ()	ype 2 Vertical at Hydrants and OS Frontage)	8,744 H	\$30,50	\$266,692.0
4	PCC Cross Gutter	17	70 1	\$35.00	\$2,450.0
5	Sidewalk	· · · · ·	20,395 sf	\$6.10	\$124,409.5
ŝ	Pedestrian Ramp	and the second	12 ea	\$2,000.00	\$24,000.0
	Street Name Signs	the second se	5 ea	\$406.40	\$2,438.4
7.8		5 MM - 1 - 1 - 1	1 15		
	"No Parking" Signage and Marking	en e		\$2,600.00	\$2,600.0
9	Locking Steel EID Access Gate		2 ca	\$1,800.00	\$3,600.0
	4 11 and 11		ct Streets and Miscall	anecus Cost	\$1,013,986.3
	a descar to the second second second	DRAINAGE			
1	12" Storm Drain		<u>393 lí</u>	\$50.80	
2	18" Storm Drain		1,008 1	\$55.90	\$56,347.2
3	24" Storm Drain		227 1	\$61.00	\$13,847.0
4	36" Storm Drain		76 1	\$74.45	\$5,658.2
5	48" Storm Drain		213 1	\$119.25	\$25,400.2
6	12" FES		2 ea	\$762.00	\$1,524.0
Ť	18" FES		1 ea	\$889.00	\$889.0
8	36" FES w/Trash Rack		2. es	\$1,200.00	
ğ	48° Pipe Outlet Access Control		Z ca	\$5,000.00	\$10,000.0
10	Type 8 Drain Inlet			\$1,016.00	\$14,224.0
11			14 ea 3 ca		
	Grated Inlet			\$3,600.00	\$10,800.0
12	36" Concrete OCPI Modified		1 ca	\$5,000.00	
13	48" Drain Menhole	1.2	5 ea	\$3,048.00	\$15,240.0
14	48" Drain Manhole w/ Flat Slab Top		<u>1.</u> ca	\$3,048.00	\$3,048.0
15	48" Drain Manhole w/ Eccentric Cone		1 ea	\$4,000.00	\$4,000.0
16	72° Drain Manhole w/ Eccentric Cone		3 ca	\$5,000.00	\$18,000.0
17	Shotcrate Lined Ditch D1		1,746 #	\$23.00	\$40,158.0
18	8" PCC Lined Channel D1A		120 H	\$100.00	\$12,000.0
19	Shotcrete Brow Drain Ditch D2		1,890 1	\$18.00	
20	Shotcrete Interceptor Drain Ditch D3		563 1	\$32.00	\$18,016.0
21	Rock Lined Downdrain D4		179 1	\$16.00	
22	Fabric Line Oitch D5		100 1	\$8.00	
22					
	PCC Headwall "CalTrans" D89		12 9	\$1,500.00	
24	Outlet Dissipator Type 1		<u>4 су</u>	\$122.00	
25	Outlet Dissipator Type 2		<u>2</u> ca	\$1,500.00	
26	Outlet Dissipator Type 3		1 15	\$5,000.00	
27	PCC Revetment		1 ls	\$22,009.00	\$22,000.0
28	T.V. Storm Drain		1,917 H	\$2.05	\$3.929.8
The advancements of	a see soon to the second se		Subtotal Direct D	rainage Cost	\$368,617.9



3233 Monier Circle 👒 Rancho Cordova, CA 95742 💩 T (916) 638-0919 👒 F (916) 638-2479 🗄 www.ctaes.net

Exhibit A Engineer's Cost Estimate

•

Promontory Village Center - Lot 8 Engineer's Bond Estimate

TM13-1513

•

As of 06/14:15

I G* Saminary Sever 2,442 # \$55,00 2 6* Sandary Sever Manhole 13 et \$55,00 4 4* Sandary Sever Manhole Uning 9 et \$56,00 4 4* Sandary Sever Manhole Uning 9 et \$56,00 6 Grewing Sever 6.3 1 6 1.66 # \$52,00 6 Grewing Sever 6.3 1.66 # \$20,00 1 \$42,00 \$1,40 # \$42,00 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40 \$1,40	Description Quantity Unit Unit Price	Total Amo
2 8' Santary Sever Manhole 1,056 if \$\$2,000 3 4' Santary Sever Manhole withing 9 as \$9,866.000 4 4' Santary Sever Manhole withing 9 as \$9,866.000 6 Gravity Sever 63 as \$1,000.00 7 V. Sever Line 3,449 7 V. Sever Line 3,449 8 Subtotal Direct Santary Sever Cost 1 6' Water Main wi Fittings 6,157 2 6' Water Main wi Fittings 6,157 2 6' Water Main wi Fittings 6,157 4' Gast Valve 1 as \$1954.00 6' Gast Valve 1 as \$1954.00 6' Gast Valve 1 as \$1952.00 7' Zavica 6 as \$1,665.00 6' Reicoste Water Senice to EjD Lift Station 1 as \$1,665.00 7' Ar Argenaza Valve 2 as \$1,665.00 9' Free Hydran Asy 2 as \$1,665.00 9' Taviso Landscaping 1 is \$78,00.000 9' Free Hydran Asy	SANITARY SEWER	\$153,846
3 46* Santary Sever Maniole W Lining 13 43 54,868.00 5 Adjust Existing SS Wanhole W Lining 9 44 53,868.00 6 Grawity Sever 63 43 51,805.00 7 T.V. Sewer Line 3,469 1425.00 8 Water Main wi Fitings 6,157 1 546.00 2 5 Weer Main wi Fitings 6,157 1 546.00 2 6 Gale Valve 6,157 1 546.00 2 6 Water Main wi Fitings 14 8 3,1854.00 2 6 Gale Valve 14 8 3,1854.00 3 6 Gale Valve 3 9 8 1,682.20 5 7 5 eral 5,784.00 7 6 3 8 1,855.40 1 8 1,680.00 1 8 7,680.00 1 8 7,680.000 1 1 8 8,80.000 1 1 8 8,80.000 1 1 8 8,80.000 1 1 8 <		
4 4 Statury Sever Machole w Lining 9 s.a. 93.886.00 6 Gravby Sever 63 s.a. 31.833.00 7 T.V. Sewer Line 3.489 If 32.05 1 6" Water Main w Fittings 6.157 If 3469 If 32.05 2 6" Water Main w Fittings 6.157 If 3462.00 3469 If 34.02 2 6" Water Main w Fittings 6.157 If 3462.00 3 34.02 5 34.02 16 4 a. 51.92.00 3 34.02.00 3 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.00 34.02.0		\$86,592
5 Adjust Existing SS Manhole to Grade 7 r.e. 51,500.00 7 V. Sewer Line 3,448 If 353.00 7 V. Sewer Line 3,448.01 If 353.00 2 6 Watter 6,157 If 546.00 2 6 Water Main w/ Fritings and FH Leaders 165 F 546.00 3 6 Gae Vaive 9 a	e 13 ea \$6,531.00	\$84,903
5 Adjust Existing SS Manhole to Grade 7 r.e. 51,500.00 7 V. Sewer Line 3,439 If 353.00 7 V. Sewer Line 3,446.00 1 6' Water Main wi Fritings 6,157 if 46.00 2 6' Water Main wi Fritings 6,157 if 46.00 2 6' Water Main wi Fritings 6,157 if 46.00 3 6' Gade Valve 9 e.a. 31,652.00 4 5 exics 6.1 a.e. 31,652.00 5 5 exics 6.1 a.e. 31,665.00 6 6.1 4.6 5.07 a.e. 31,665.00 7 7.4 Air Researe Valve 9 a.e. 31,665.00 9 Remove BOV. ARV & Connect to El Water Une 1 a.e. 31,665.00 0 Pres Hydram Assay 9 a.e. 31,600.00 9 Remove BOV. ARV & Connect to El Water Une 1 a.e. 31,600.00 1 Triveriso Landscoping 1	e w/ Light 9 ea \$9,886 00	\$88,974
6 Crewhy Sever 63 as 31.833.00 7 T.V. Sever Line 3.480 If 32.05 1 6' Wester Main w/ Fittings 6.157 If 345.05 2 5' Wester Main w/ Fittings 6.157 If 345.00 2 5' Wester Main w/ Fittings 6.157 If 345.200 3 6' Gate Valve 9 e 31.852.00 5' Gate Valve 9 e 31.852.00 6' Gate Valve 9 e 31.852.00 7< First Hydram Assy		\$10,500
T.V. Sewer Line 3480 If 5225 1 5' Weer Main wi Fitings 6.157 1 5' Weer Main wi Fitings 6.157 1 5' Weer Main wi Fitings 6.157 1 5' 46.00 2 5' Weer Main wi Fitings 155 r 5' 45.00 5' 45.00 3 8' Gate Valve 9 e.a. 51.052.00 5' 7' 5 ervice 9 e.a. 51.468.00 6 Retocate Water Service to EID Lift Station 1 e.a. 51.760.00 7' 1' Air Release Valve 9 e.a. 51.760.00 9 Remove BOV. ARV & Cenned to E Water Line - 5 rs. s.5.700.00 7' rais set states set valve 9 e.a. 51.600.00 10 Pres Hydram Assy 9 e.a. 51.600.00 7' rais set states set set set set set set set set set		
Subiolal Direct Sanitary Sever Cost 1 6* Weter Main w/ Fittings 6,157 1 546.00 2 5* Weter Main w/ Fittings and FH Leaders 155 1 542.00 2 6* Weter Main w/ Fittings and FH Leaders 164 a.s. 31.852.00 3 6 Gate Valve 9 a.s. 31.852.00 6 Felocate Water Service to EID Litt Station 1 a.s. 31.852.00 7 Fitter Hydrard Assy 9 a.s. 35.704.00 7 Far Release Valve 3 a.s. 35.704.00 10 Pressure Reducing Station 1 a.s. 47.468.00 10 Pressure Reducing Station 1 is. 57.64.00.00 10 Promontory Village Center Lot 8 Landscaping 1 is. 57.64.00.00 1 Joint Utility Trench LANDSCAPING 1 is. 57.64.00.00 1 Joint Utility Trench 4.93.5 f.93.10.20 10.20 2 Utility Services 6.45 iol.5.12.19.20 10.20 12.129.20 2 Utility Services		
WATER 6,157 1 546.00 2 6* Water Main w/ Fittings and FH Leaders 155 f 542.00 3 6* Gast Valve 9 62 31.832.00 6* Gast Valve 9 62 31.832.00 9 62 31.832.00 6 Gast Valve 9 62 31.832.00 9 62 31.832.00 7 1* Service 1 63 62 31.485.00 9 62 37.485.00 7 1* Air Release Valve 9 62 35.764.00 9 62 35.764.00 9 Free Hydraw Asay 9 62 35.000.00 1 65.000.00 1 65.000.00 1 65.000.00 1 65.000.00 1 1 1 7************************************	3,498 H \$2.05	\$7.170
1 6 5 Yuster Main w/ Fittings and FH Leaders 6.157 ft 546.00 2 5 Water Main w/ Fittings and FH Leaders 1155 ft 542.00 3 5 Gate Valve 9 ea 51.954.00 4 6 Gate Valve 9 ea 51.954.00 6 Recoate Water Service to EID Lift Station 1 ea 51.468.00 7 Far Release Valve 9 ea 51.760.00 8 Frive Hydrant Assy 9 ea 51.500.00 9 Remove BOV, ARV & Connect to E Water Line - 5 ea 51.600.00 10 Promontory Village Center Lot 8 Landscaping 1 16 574.00.00 2 Promontory Village Center Lot 8 Landscaping 1 16 574.00.00 2 Treviso Landscaping 1 16 574.00.00 3 Conduit and Service Boxes 63 16 174.00.00 2 Utility Trench DRY UTILITY 4.935 4		\$547,464
2 6* Water Main w Fritings and FH Lenders 155 rf 54200 6* Gate Valve 14 ea \$1955.00 6 * Gate Valve 9 ea \$1956.00 6 * Gate Valve 9 ea \$1956.00 7 * T Service 6.3 ea \$1956.00 6 * Relocate Water Service to EID Lift Station 1 ea \$1,682.00 7 * T Air Release Valve 9 ea \$5,774.00 9 Fire Hydrant Assy 9 ea \$5,000.00 9 Fire Hydrant Assy 9 ea \$50,000.00 9 Pressure Reducing Station 1 ea \$57,64.00.00 10 Pressure Reducing Station 1 ea \$76,400.00 1 Treviso Landscaping 1 is \$78,400.00 2 Promontory Village Center Lot 8 Landscaping 1 is \$78,400.00 1 Joint Utility Trench URV UTILITY \$4935 H \$10.02 2 Utility Services 64 hot \$1,219.20 \$1219.20 3 Conduit and Service Boxes 63 hot \$1,219.20 2 Utility Services 63 hot \$1,219.20 3 State A.C. 104.20 af \$2,753		
3 F Gate Valve 14 es 31,852.00 4 6* Gate Valve 9 es 31,852.00 5 15 Service es 31,852.00 6 Relocate Water Service to EID Lift Station 1 es 31,458.00 7 Frier Hydrand Assy 9 es 35,754.00 9 Remove SOV. ARV & Connect to E Water Line 5 es 31,500.00 10 Pressure Reducing Station 1 is 1576.000 1 Triviviso Landscaping 1 is 1576.000 2 Promontory Village Center Lot 8 Landscaping 1 is 1576.000 2 Utility Trench DRY UTILITY Statiotal Landscaping Cost 1 1 Joint Utility Trench DRY UTILITY Statiotal Landscaping Cost 1 1 Joint Utility Services 63 to 31,126.00 2 Utility Services 63 to 31,126.00 3 Conduit and Service Boxes 63 to		\$283,222
4 6' Gate Valve 9' ea 51,852,00 5 1' Service 63' ea 51,468,00 6 Reicozate Water Service to EID Lift Station 1 ea 51,468,00 7 TAIr Release Valve 3 ea 51,468,00 9 Remove BOV, ARV & Cennect to E Water Line - 5 era 51,500,00 9 Remove BOV, ARV & Cennect to E Water Line - 5 era 51,500,00 9 Remove BOV, ARV & Cennect to E Water Line - 5 era 51,500,00 1 Treviso Landscaping 1 is \$15,000,00 2 Promontory Village Center, Lot 8 Landscaping 1 is \$15,200,00 2 Utility Services 63 is \$12,19,20 3 Conduit and Service Boxes 63 is \$12,19,20 4 Wiring and Transformer \$163,000,00 1 is \$12,19,20 3 Starf A.C. 10,420 af \$22,05 1 3 Starf A.C. 10,420	ind FH Leaders 155 if \$42.00	\$6,510
5 1' Service 63 es 31,468.00 6 Relocate Water Service to EID Lift Station 1 es 31,468.00 7 TA'R Release Valve 3 es 35,744.00 8 File Hydrant Assy 9 es 35,744.00 9 Pressure Reducing Station 9 es 35,744.00 0 Pressure Reducing Station 9 es 35,744.00 1 Treviso Landscaping 1 es 55,000.00 2 Promontory Village Center Lot 8 Landscaping 1 is 578,400.00 1 Joint Utility Trench DRY UTILITY 4,935 H \$10,200.00 1 Joint Utility Trench DRY UTILITY 4,935 H \$10,212.00 1 Joint Utility Trench DRY UTILITY 4,935 H \$10,220.00 1 Joint Utility Trench DRY UTILITY 4,935 H \$10,220.00 1 Joint Utility Trench DRY UTILITY 4,935 H \$12,129.00 10 Utility Services 63 Iot 15,1219.20 Stational Drevices Dry Utility Cost 10 Haga Drevic	14 ea \$1,954.00	\$27,355
5 1' Service 63 ea 51.468.00 7 Ar Release Valve 3 ea 51.468.00 7 Ar Release Valve 3 ea 51.764.00 9 Frie Hydrard Assy 9 ea 55.764.00 0 Pressure Reducing Station 9 ea 55.704.00 0 Pressure Reducing Station Subtolat Direct Water Cost 1 is 578.400.00 0 Promondary Village Center Lot 8 Landscaping 1 is 578.400.00 1 is 588.00.00 1 Joint Utility Trench DRY UTILITY 4,935 4 50.22.00 1 Joint Utility Services 641 16 51.218.20 0 1 Joint Utility Trench DRY UTILITY 4,935 4 50.22.00 1 Joint Utility Services 631 10 51.219.20 Stational Station STA 22.452 10 Utility Services 631 10 51.219.20 10 Jater A.0 10.420	9 ea \$1,632.00	\$14,688
8 Relocate Water Service to EID Lift Station 1 ea \$1468.00 1 Yair Release Valve 3 ea \$22,971.00 1 Remove BOV. ARV & Connect to E Water Line - 5 ea \$51,500.00 1 Restance Reducing Station 1 tas \$50,000.00 1 Image: Station 1 is \$56,000.00 1 Image: Station 1 is \$56,000.00 1 Is \$56,000.00 1 is \$58,500.00 1 Is \$56,400.00 1 is \$58,500.00 1 Is \$56,400.00 1 is \$58,500.00 1 Is \$58,500.00 1 is \$58,500.00 1 Is Statiotal Landscaping 1 is \$58,500.00 1 Joint Utility Trench 4,935 it \$10.20 \$35,1219.20 1 Joint Utility Services 63 it<		\$92,484
1 Air Release Valve 3 es 52,971.00 1 Fire Hydrand Assy 9 es 55,784.00 1 Ramove BOV, ARV & Connect to E Water Line - 5 es 55,784.00 0 Pressure Reducing Station 1 es 550,000.00 1 Fire Hydrand Assy 1 is 5764.00 0 Pressure Reducing Station 1 is 55764.00 1 Fire Hydrand Assy 1 is 5764.400.20 1 Is State Control 1 is 5764.400.20 1 Joint Utility Trench Landscaping 1 is 5764.400.20 1 Utility Services 644 101 331.220.00 50 1 Utility Services 653 iot 51.219.20 50 1 Utility Services 653 iot 51.219.20 51.000.00 52.275 1 Wing and Transformer 51.01 51.219.20 51.50.00.00 51.219.20		\$1,468
1 Fire Hydrant Assy 9 es 55.784.00 0 Pressure Reducing Station 1 es 55.000 0 Pressure Reducing Station 1 es 55.000 0 Pressure Reducing Station 1 es 55.000 1 Treviso Landscaping 1 is 57.400.00 2 Promontory Village Center Lot 8 Landscaping 1 is 57.400.00 2 Promontory Village Center Lot 8 Landscaping 1 is 57.800.00 1 Joint Utility Trench 4 510.5 51.00 51.1219.20 1 Conduit and Service Boxes 653.101 51.219.20 1 51.81.219.20 1 Barlogio Full Improvements Folsom Conform STA 11+18 to Via Treviso Intersection STA 22+53. 10.420 sf 52.05 3 Street A.C. 10.420 sf 52.05 10.52.05 3 Street A.C. 10.420 sf 53.050 10.52.05 3 Street A.C. 10.420 sf 53.050 10.50.00 111.11.11.11.11.11.11.		
2 Remove BOV. ARV & Connect to E Water Line		58,913
0 Pressure Reducing Station 1 as \$\$50,000.00 Treviso Landscaping 1 is \$\$76,400.00 Promontory Village Center Lot 8 Landscaping 1 is \$\$76,400.00 Promontory Village Center Lot 8 Landscaping 1 is \$\$88,900.00 Joint Utility Trench 4,935 # \$\$10,20 Utility Services 64 101 \$\$1,129.20 Conduit and Service Boxes 63 101 \$\$1,219.20 Wiring and Transformer Subtotal Lendscaping 1 \$\$1 \$\$16,000.00 2'Sireet A.C. 10,420 st \$\$2,055 \$\$100 \$\$1,219.20 Wiring and Transformer Subtotal Unercoversection STA 22+53 City of Folson Encreachment 1 \$\$1 \$15,000.00 3'Siteer A.C. 10,420 st \$2,055 \$30,500 \$30,500 Sidewaik 8,786 \$55,10 \$2,750 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$	9 ea \$5,784.00	\$52,056
0 Pressure Reducing Station 1 as \$\$50,000.00 Treviso Landscaping 1 is \$\$76,400.00 Promontory Village Center Lot 8 Landscaping 1 is \$\$76,400.00 Promontory Village Center Lot 8 Landscaping 1 is \$\$88,900.00 Joint Utility Trench 4,935 # \$\$10,20 Utility Services 64 101 \$\$1,129.20 Conduit and Service Boxes 63 101 \$\$1,219.20 Wiring and Transformer Subtotal Lendscaping 1 \$\$1 \$\$16,000.00 2'Sireet A.C. 10,420 st \$\$2,055 \$\$100 \$\$1,219.20 Wiring and Transformer Subtotal Unercoversection STA 22+53 City of Folson Encreachment 1 \$\$1 \$15,000.00 3'Siteer A.C. 10,420 st \$2,055 \$30,500 \$30,500 Sidewaik 8,786 \$55,10 \$2,750 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$		\$7.500
LANDSCÄPING Subtolal Direct Water Cost Treviso Landscaping 1 15 \$76,400.00 Promontory Village Center Lot 8 Landscaping 1 15 \$876,400.00 Joint Utility Trench 0RY UTILITY 4,935 # \$10.20 Joint Utility Trench 4,935 # \$10.20 Conduit and Service Boxes 63 tol \$11.219.20 Writing and Transformer 63 tol \$12.92.00 Village Antonion 64 tol \$21.92.00 Villing and Transformer 63 tol \$1.219.20 Villing and Transformer 63 tol \$1.219.20 Villing and Transformer 63.00 \$1.219.20 \$16.00.00.00 3' Street A.C. 10.420 st \$16.00.00.00 3' Street A.B. 10.420 st \$316.00.00 3' Street A.B. 10.420 st \$32.751 Type 2 Curb and Gutter 22.18 # \$30.50 Sidewaik 8.786 \$3.200.00 142 #		\$50,000
LANDSCAPING 1 Is Str6 400.00 Promontory Village Center Lot 8 Landscaping 1 Is St88,000.00 Joint Utility Trench 0RY UTILITY 4,935 If St0.20 Joint Utility Trench 4,935 If St0.20 St0.20 Utility Services 64 10 St1.28.00 St0.20 Conduit and Service Boxes 63 Iot \$1.219.20 Wing and Transformer Subtotal Utility Cest Via Barlogic Full Improvements Folsom Conform STA 11+18 to Via Treviso Intersection STA 22+53 City of Folsom Encroachment 1 1 \$16,000.00 3' Street A.C. 10,420 sf \$2.275 330.50 Brideweik 6,788 sf \$56.10 Pedestrian Ramp 6 ea \$2.000.00 Diriveray 240 sf \$7.50 Ingation Steeves 763 f \$10.400 sf 12' Storm Drein 141 \$550.80 \$2.00.00 14' FES 1 ea \$280.00 \$142 \$1550.80<		
Triviso Landscaping 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		\$544,197
Promontory Village Center Lot 8 Landscaping 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 <td></td> <td></td>		
Joint Utility Trench DRY UTILITY 4 (33) if \$10,20 Utility Services 64 (o) 38,128,00 63 (o) 51,219,20 Wring and Transformer Subtrait Landscaping Cost 63 (o) 51,219,20 Wring and Transformer Subtrait Direct Dry Using Cost 63 (o) 51,219,20 Vile Barlogio Full Improvements Foisom Conform STA 11+18 to Via Treviso Intersection STA 22+53 City of Folson Encroachment 1 is \$16,000,000 3 Street A.C. 10,420 sf \$2,75 Type 2 Curb and Gutter 2,218 if \$30,500 Sidewalk 8,768 sf 56,100 \$30,500 \$10,000 \$30,500 Driveway 240 sf \$37,500 \$10,000 \$12' Storm Drain 142' I \$50,600 1 If PEDS 1 142' I \$50,600 \$10,000 \$12' Storm Drain 142' I \$50,600 1 If PEDS 1 1 142' I \$50,600 \$10,000 1 If PEDS 1 1 142' I' Storm Drain 142' I' Storm Drain 144' I'' Store	1 is \$76,400.00	\$76,400
DRY UTILITY Subtoital Landscaping Cost Jdirit Utility Trench 4,935 # \$10,20 Utility Services 64 101 \$8,128.00 Conduit and Services 63 101 \$1,129.20 Wining and Transformer 63 101 \$1,219.20 Via Barlogio Full Improvements Foisom Conform STA 11+18 to Via Trevisio Intersection STA 22+53 City of Folson Encoachment 1 1 \$15 \$16,000.00 3' Street A.C. 10,420 sf \$2,75 Type 7 Curb and Gutter 2,218 If \$30,501 Sidewalk 6,768 sf \$56,10 \$10,420 sf \$2,753 Type 7 Curb and Gutter 2,218 If \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500 \$30,500,500 \$31,500,500 <td< td=""><td>Lot 8 Landscappo 1 is \$98,900,00</td><td>\$98,900</td></td<>	Lot 8 Landscappo 1 is \$98,900,00	\$98,900
DRY UTILITY 4.935 # \$10.20 Utility Services 64 101 \$21,129.20 Conduit and Service Boxes 63 101 \$12,19.20 Wiring and Transformer 63 101 \$12,19.20 Wiring and Transformer 63 101 \$12,19.20 Via Barlogio Full Improvements Folsom Conform \$TA 11+18 to Via Traviso Intersection \$TA 22+53 104.20 st City of Folsom Encreachment 10.420 st \$2,751 B' Steet A.B. 10.420 st \$2,752 B' Steet A.B. 10.420 st \$30,500 Sidewalk 8.786 st \$6,100 Pedestrian Ramp 6 e.as \$2,000.00 Oriveway 240 st \$7,550 Infigation Sleevets 763 f \$10,000 12 Stom Drain 142 # \$26,000.00 13 Stom Drain 141 # \$35,000 14 Stom Drain 142 # \$36,000 <t< td=""><td></td><td></td></t<>		
Joint Utility Tencin 4,935 # \$10,205 Utility Services 64 161 \$8,128,007 Conduit and Service Boxes 63 tot \$1,219,20 Wring and Transformer 63 tot \$1,219,20 Wring and Transformer 63 tot \$1,219,20 Via Barlogio Full Improvements Folsom Conform \$TA 11+18 to Via Treviso Intersection \$TA 22+53 City of Folsom Encreachment 1 16 \$16,000,00 3' Street A.B. 10,420 sf \$2,055 \$2,055 \$2,055 3' Street A.B. 10,420 sf \$2,057 \$2,057 \$2,057 \$2,057 \$2,058 \$56,100 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,057 \$2,000,001 \$2,057,001 \$2,000,001 \$2,000,001 \$2,00		4170,000
Utility Services 64 61 81, 128.00 Conduit and Service Boxes 63 101 \$1219.20 Writing and Transformer 63 101 \$1219.20 Witing and Transformer 63 101 \$1219.20 Via Barlogio Full Improvements Folsom Conform \$TA 11+18 to Via Traviso Intersection STA 22+53 10,420 st City of Folsom Encreachment 1 1 15 \$16,000.00 3' Street A.C. 10,420 st \$2275 Type 2 Curb and Gutter 2218 ft \$30,50 Sidewalk 8.788 st \$6,100 Pedestrian Ramp 6 e.as \$2000.00 Oriveway 240 st \$75.50 Intgation Sileevets 763 ft \$10,000 12' Storm Drain 141 # \$35.80 13' Type B Drain Inlet 1 e.as \$10,000 7'Y Drain Menhole w/ Eccentric Cone 1 e.as \$10,000 3''Y Drain Menhole w/ Eccentric Cone 1 e.as \$10,000		\$50,337
Conduit and Service Boxes 63 bit \$1,219,20 Wining and Transformer Subtotal Ubert Dry Ubity Cost 1 \$1,219,20 Wining and Transformer Subtotal Ubert Dry Ubity Cost 1 \$1,19,20 Will Barfoglo Full Improvements Foisom Conform STA 11+18 to Via Treviso Intersection STA 22+53 1 \$1,600,000 3' Street A.C. 10,420 \$1,82,150,000,000 \$2,275 3' Street A.D. 10,420 \$1,82,150,000,000 \$2,275 1' type 2 Curb and Gutter 2,2218 \$1,830,500 \$30,500 Sidewalk 8,768 \$1,82,150,000 \$2,7750 Driveway 240 \$1,82,1730,000 \$12,850,000 Differenay 8 6 6 \$2,000,000 Differenay 2,42,41 \$5,500,000 \$12,850,000 \$12,850,000 \$12,850,000 \$12,850,000 \$141, #1,855,950 \$142,850,800 \$142,850,800 \$142,850,800 \$142,850,800 \$142,850,800 \$142,850,800 \$142,850,800 \$142,850,800 \$142,850,800 \$142,850,800 \$142,850,800 \$154,860,000 \$142,850,800 \$		
Wiring and Transformer 63 bit \$1219.20 Subtoral Direct Dry Using Cost Ula Barlogio Full Improvements Folsom Conform STA 11+18 to Via Treviso Intersection STA 22+53 City of Folson Encoachment 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 2 10 420 st 22.05 1 2 2 1 1 2 1 3 5 3 1 3 2 7 5 1 1 3 5 5 6 10 1 1 1 1 3 3 2 7 5 6 10 1 3 5 10.000 0		\$520,192
Subtoal Direct Dry Utility Cost Via Barlogio Full Improvements Folsom Conform \$TA 11+18 to Via Treviso Intersection \$TA 22+53 City of Folsom Encreachment 1 1 8 516.000.00 3' Street A.C. 10.420 sf \$20.00 3' Street A.B. 10.420 sf \$20.55 1' Street A.B. 10.420 sf \$20.55 1' Street A.B. 10.420 sf \$20.50 Sidewaik 8.788 sf \$6.10 Pedestrian Ramp 8 ea \$20.00.00 Driveway 240 sf \$7.50 I'rigation Sleeves 763 r \$10.600 12' Storm Drain 142 if \$55.80 10'f Storm Drain 142 if \$55.80 2'T Drain Mathoite wi Eccentric Cone 1 ea \$565.00 3'' Gate Valve 2 ea \$1,954.00 4'' Fair Relaw of Trains 1 ea \$2,865.00 2'' Doral Mathoite wi Eccentric Cone 1 ea \$1,954.00	63 lot \$1,219.20	\$76,809
Subtoal Direct Dry Utility Cost Via Barlogio Futi Improvements Folsom Conform \$TA 11+18 to Via Treviso Intersection \$TA 22+53 City of Folsom Encroachment 1 1 8 16.00.00 3' Street A.C. 10.420 sf \$20.55 8' Street A.B. 10.420 sf \$20.55 9' Street A.B. 10.420 sf \$20.55 10 for and Gutter 2.218 If \$30.50 Sidewalk 8.788 sf \$6.10 Pedestrian Ramp 8 ea \$20.00.00 Driveway 240 sf \$7.50 Ingation Steeves 763 If \$10.00 12' Storm Orain 142 If \$55.80 18' Steen Main w/ Fittings 1ea \$565.00 70 B' Drain Inlet 7 ca \$1,016.00 7 Vie B Drain Inlet 7 ca \$1,016.00 7 7 Vie B Drain Inlet 7 ca \$1,016.00 7 7 Vie B Drain Inlet 8 6852.01	63 Int 51 219 20	\$76,609
Via Bartogio Full Improvements Foison Conform STA 11+18 to Via Treviso Intersection STA 22+53 City of Folson Encreachment 1 1 1 15 156,000.00 3 "Street A.C. 10,420 sf 52.05 10 3 52.05 8 "Street A.C. 10,420 sf 52.05 10 420 sf 52.05 9 "Street A.C. 10,420 sf 52.05 10 420 sf 52.05 9 "Street A.C. 10,420 sf 52.05 10 50.00 10 10 420 sf 52.05 10 50.10 10 420 sf 57.50 10 50.00 10 10 10 50.00 10 50.00 12 50.00 12 10 50.00 12 55.50 11 55.50 11 14 14 555.50 17 14 14 555.50 15 16 56.00 10 7 14 16 25 56.00 17 26.00 <t< td=""><td></td><td>\$724,148</td></t<>		\$724,148
City of Folson Encroachment 1 Is \$i \$i \$i \$6,000,00 3" Street A.C. 10,420 sf \$2,055 B" Steet A.B. 10,420 sf \$2,055 Type 2 Curb and Gutter 2,218 if \$30,500 Sidewalk 8,768 sf \$56,100 Pedestrian Ramp 6 ea \$2,000,000 Driveway 240 sf \$77,500 Infigation Sleeves 763 if \$10,000 12" Storm Drain 142 if \$55,800 18" FEES 1 ea \$56,000 19" FES 1 ea \$50,000 72" Drain Manhole w/ Eccentric Cone 1 ea \$50,000 8" Gate Valve 3 ea \$1,046,000 1" Service 1 ea \$2,64,000 \$2 8" Gate Valve 2 ea \$1,684,000 \$2 \$2 \$3,784,000 1" Service 1 ea \$2,771,000 \$2 \$2,871,000 \$2		3124,140
3* Street A.C. 10 420 sf \$205 8* Street A.E. 10.420 sf \$2275 9* Street A.B. 10.420 sf \$2275 17 yeg 2. Curb and Gutter 2.218 if \$30.50 Sidewalk 8.788 sf \$6.10 Pedesthian Ramp 8.788 sf \$50.00 Driveway 240 sf \$7.50 Imgation Sleeves 763 if \$10.600 12* Storm Drain 142 if \$55.80 13* FES 1 es \$869.00 13* FES 1 es \$568.50 14* Storm Drain 141 if \$55.80 13* FES 1 es \$869.00 14* Storm Orain 1 es \$669.00 13* FES 1 es \$669.00 14* Storm Main w/ Fittings 8 8 \$1.954.00 5 8* Gate Valve 2 es \$1.954.00 5 8* Gate Valve 2 es \$1.954.00 5 7* Biow Of Valve 2 es \$2.971.00 3 1* Air Release Valve 1 es \$2.971.00 3 1* Air Release Valve		
8" Street A.B. 10.420 sf. \$275] Type 2 Curb and Gutter 2.218 If \$30.50 Sidewalk 8.786 sf. \$6.10 Pedestrian Ramp. 8 ea \$52,000.00 Driveway, 240 sf. \$7.50 imgation Sleeves. 76.3 if \$7.50 Imgation Sleeves. 76.3 if \$7.50 if \$50.00 147 \$50.80 \$10.00 \$12 \$50.00 147 \$10.00 \$14 \$55.90 \$10 \$50.00 147 \$10.855.90 \$13 \$50.80 \$13 \$50.80 \$13 \$50.80 \$13 \$50.80 \$13 \$50.90 \$14 \$14 \$55.90 \$13 \$50.00 \$13 \$14 \$14 \$55.90 \$13 \$60.00 \$14 \$14 \$15.954.00 \$13 \$16.60 \$15 \$16.60 \$15 \$15.46.00 \$14 \$15.854.00 \$15 \$15.854.00 \$15 \$15.854.00 \$16.854.00 \$16.854.00 \$16.854.00 \$16.857.10.00 \$16.854.00 <		
8" Street A.B. 10.420 sf. \$275 Type 2 Curb and Gutter 2.218 If \$30.50 Sidewaik 8.786 sf. \$6.10 \$6.10 Pedestrian Ramp 8 e8 \$2,000.00 Driveway 240 sf. \$7.50 Imgation Steeves 76.3 If \$10.00 12" Storm Drain 142 If \$55.90 13" Storm Drain 141 \$55.90 \$55.90 14" FES 1 ea \$56.00 10" FFS 1 ea \$50.00 7.7 Orain Manhole w/ Eccentric Cone 1 ea \$50.00 8" Gale Valve 3 ea \$1.684.00 7.7 Orain Manhole w/ Eccentric Cone 1 ea \$51.054.00 8" Gale Valve 3 ea \$1.684.00 1 Service 1 ea \$1.684.00 2" Blow Off Valve 2 ea \$1.684.00 2" State Valve 1 ea \$2.971.00 9" Fire Hydrant Assy <td>10,420 sf 52.0</td> <td>\$21,361</td>	10,420 sf 52.0	\$21,361
Type 2 Curb and Gutter 2218 # \$30,50 Sidewalk 8,768 sf \$6,10 Pedestrian Ramp 6 ea \$200,00 Orfveway 240 sf \$75,50 Imgation Sleeves 763 # \$10,00 12 Storm Drain 142 # \$56,80 18" Storm Drain 141 # \$35,80 19" Storm Drain 142 # \$56,80 19" FES 1 ea \$368,00 7.7 Drain Manhole w/ Eccentric Cone 1 ea \$368,00 8" Gale Valve 3 ea \$1,954,00 8" Gale Valve 3 ea \$1,964,00 9" Fire Hydrant Assy 1 ea \$1,964,00 1" Strorice 1 ea \$1,964,00 1" Strorice 2 ea \$1,964,00 1" Strorice 1 ea \$1,964,00 2" Bion Of Valve 2 ea \$1,964,00 2" Bion Of Valve 2 <td>10.420 sf \$2.73</td> <td>\$28,655</td>	10.420 sf \$2.73	\$28,655
Sidewalk 8.768 st 36.10 Padestrian Ramp 6 ea \$2,000,00 Driveway 240 st \$7.50 Imgation Sleeves 763 r \$10,000 12' Storm Drain 141 # \$55,800 18' Storm Drain 141 # \$55,800 19' FES 1 ea \$280,000 77 Orain Manhote w/ Eccentric Cone 1 ea \$26,000 7' Orain Manhote w/ Eccentric Cone 1 ea \$286,000 8' Gate Valve 8 ea \$1,954,000 8' Gate Valve 3 ea \$1,954,000 9' To Ber Main w/ Fittings 8 ea \$1,954,000 1' Service 1 ea \$1,954,000 1' Tak Release Valve 2 ea \$1,954,000 1' Tak Release Valve 2 ea \$1,954,000 1' Tak Release Valve 1 ea \$2,971,000 1' Fire Hydrant Assy 1 ea \$5,784,000		\$67,645
Pedestrian Ramp 6 ea \$2,000,001 Driveway 240 sf \$7,501 Irrigation Sleeves 763 if \$7,501 127 Storm Drain 142 if \$50,800 19" Storm Drain 141 # \$55,900 19" Storm Drain 141 # \$55,900 19" FEB if ea \$56,900 19" FEB if ea \$56,900 10" FEB if ea \$50,900 10" Service 1 ea \$51,910 11" Service 2 ea \$1,654,000 12" Elsow Off Valve 2 ea \$1,654,000 14" Frielease Valve 1 ea \$2,971,000 14" Frieleydrant Assy 1 ea \$2,971,0		
Driveway 240 sf \$750 Imgation Sleeves 763 r \$1000 12 Stom Drain 142 if \$50.80 18 Stom Drain 141 if \$55.80 19 FES 14 if \$55.80 2 Type B Drain Inlet 7 ca \$51.016.00 3 72 Tain Manhole w Eccentric Cone 1 ca \$5.46.00 4 Water Main w/ Fittings 652 if \$46.00 \$5.86.00 5 8* Gate Valve 3 ea \$1.954.00 \$5.46.00 5 8* Gate Valve 2 ea \$1.954.00 \$5.784.00 7 2* Biow Off Valve 2 ea \$5.784.00 \$5.784.00 7 rea \$5.784.00		\$53,605
Intigation Steeves 763 ¥ \$10,00 12 Storm Orain 142 II \$50,80 18 Storm Orain 141 III \$50,80 19 Storm Orain 141 IIII \$50,80 19 Storm Orain 141 IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII		
Intigation Steves 763 K \$10,00 12 Storm Drain 142 II \$50,60 18 Storm Drain 141 K \$55,90 18 Storm Drain 141 K \$55,90 18 Storm Drain 141 K \$55,90 18 Type B Drain Intet 1 ea \$869,00 77 Orain Manhote w Eccentric Cone 1 ea \$860,00 8 Gate Valve 8 5 \$46,00 1 Service 3 ea \$1,954,00 1 Service 1 ea \$1,954,00 1 Service 1 ea \$1,954,00 1 Service 1 ea \$1,954,00 1 Fire Hydrant Assy 1 ea \$1,954,00 1 Fire Hydrant Assy 1 ea \$2,871,00 1 Fire Hydrant Assy 1 ea \$2,784,00 Subtotal Direct Via Barlo	240 st \$7.50	\$1,600
12* Storm Drain 142 # \$50,000 18* Storm Orain 141 # \$55,500 18* Storm Orain 141 # \$55,500 18* Storm Orain 141 # \$55,500 18* Storm Orain Manhole w/ Eccentric Cone 1 ea \$56,000,000 3* Vater Main w/ Fittings 652 I ea \$56,000,000 3* Water Main w/ Fittings 652 I ea \$51,054,000 1* Service 1 ea \$51,654,000 1 ea \$51,654,000 2* Blow Off Valve 2 ea \$1,654,000 1 ea \$51,654,000 3 1* Fire Hydrant Assy 1 ea \$51,654,000 1 ea \$51,654,000 3 Fire Hydrant Assy 1 ea \$51,654,000 1 ea \$52,671,000 3 Fire Hydrant Assy 1 ea \$52,671,000 1 ea \$52,674,000 4* Construction Management Corstruction Management 107	763 # 5100	\$7,630
18° Storm Drain 141 # 355,50 18° FES 1 es \$689,00 7 Type B Drain Inlet 7 cs \$1016,00 7 Z Orain Manhole w/ Eccentric Cone 1 cs \$669,00 8° Gale Valee 1 cs \$6,000,00 8° Gale Valee 3 sc \$1,964,00 1° Service 1 cs \$1,468,00 1° Service 1 cs \$51,468,00 1° TAir Release Valve 1 cs \$52,971,00 1° Tair Hydrant Assy 1 cs \$52,784,00 Subtotal Direct Via Barlogio Full Improvements Costs 2% Construction Staking Construction Management 10% Construction Management 10%		\$7,213
18" FES 1 es \$889,00 Type B Drain Intel 7 es \$1,016,00 77 Crain Manhole w/ Eccentric Cone 1 es \$6,000,00 8" Water Main w/ Fritings 852 I \$46,000 8" Gate Valve 3 es \$1,054,000 1" Service 1 es \$51,054,000 1" Service 1 es \$2,571,000 1" Air Release Valve 1 es \$2,571,000 1" Fire Hydrant Assy 1 es \$2,571,000 1" es SUbtotal Direct Via Barlogio Full Improvements Cost 2% Construction Staking 4% Cost Construction Manegement 10% 10% Construction Manegement 10% 10% Construction Manegement 10% 10%		
2 Type B Drain Intet 7 ea \$1016.00 72 Drain Manhole w/ Eccentric Cone 1 ea \$6,000.00 8 Water Main w/ Fittings 852 if \$66.00 8 Gale Value 3 ea \$1,954.00 1 Service 1 ea \$1,954.00 1 Service 1 ea \$1,954.00 1 Service 1 ea \$1,468.00 2 Biow Off Value 2 ea \$1,654.00 1 Far Release Value 1 ea \$2,871.00 3 Fire Hydrant Assy 1 ea \$2,871.00 3 Fire Hydrant Assy 1 ea \$2,871.00 3 Fire Hydrant Assy 1 ea \$2,871.00 3 For Hydrant Assy 1 ea \$2,871.00 3 Subtotal Direct Via Bartogio Full Improvements Costs 2% Construction Staking Construction Manegement 10% 0%		
2 Type B Drain Inlet 7 ea 51,016.00. 3 72 Oralin Manhole w/ Eccentric Cone 1 ea 56,000.00. 3 74 64.00 852 if 546.00 54.60.00 4 Water Main w/ Fritings 852 if 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 54.60.00 55.67	1 CH \$689.0	\$889
72 Orain Manhole w/ Eccentric Cone 1 28 36,000.00 8" Water Main w/ Fittings 852 1 546.00 1" Service 3 ea 51,954.00 1" Service 1 ea 51,468.00 2" Blow Off Valve 2 ea 51,468.00 1" Air Release Valve 1 ea 51,468.00 1" Air Release Valve 1 ea 52,871.00 1" Air Release Valve 1 ea 55,784.00 Subtotal Direct Via Barlogio Full Improvements Costs 2% Construction Staking 4% Construction Management 10% 10% 1 1 Construction Management 10% 1 1 1	7 en \$1 016 0	\$7,112
1 B* Water Main w/ Fritings 652 I 546.00 B* Gate Value 3 ea 51,954.00 1 * Service 1 ea 51,654.00 2* Blow Off Value 2 ea 51,654.00 1 * Zervice 1 ea 51,654.00 1 * Zervice 1 ea 52,971.00 1 * Fire Hydrant Assy 1 ea 52,971.00 1 * Fire Hydrant Assy 1 ea 52,974.00 Subtotal Direct Via Barlogio Full Improvements Cost 2% Construction Staking Construction Management 10% Cost Construction Management 10% 10% Catil Soft Costs 4% 10% Total Soft Costs 10% 10%		
5 5 6 date Value 3 ea 51,954,00 5 1 Service 1 ea \$1,954,00 5 1 Service 1 ea \$1,468,00 7 Blow Of Value 2 ea \$1,654,00 8 1 Air Release Value 1 ea \$2,571,00 9 Fire Hydrant Assy 1 ea \$5,784,00 Subtotal Direct Via Barlogio Full Improvements Cost 2% Construction Staking Cost Construction Management 10% Construction Management 10% Contruction Staking 4% Construction Management 10% 10% 10% 10% Value 4% 10% 10% 10% 10%		
1* Service 1 ca \$1.468.00 2* Blow Off Valve 2 ca \$1.654.00 1* 1'Air Release Valve 1 ca \$52,871.00 1* Fire Hydramt Assy 1 ca \$55,784.00 Subtotal Direct Via Barlogio Full Improvements Costs 2% Construction Staking Construction Management 10% 10% Construction Management 10% 10% Inspection 1 4% Total Soft Costs 1 1		
7 2' Biow Off Valve 2 ea \$1,654,00 9 1' air Release Valve 1 ea \$2,971,00 9 Fire Hydrant Assy 1 ea \$2,971,00 Sublotal Direct Via Barlogio Full Improvements Cost 0 1 ea Bond Enforcement Costs 2% 0 0 Construction Staking 4% 0 0% Construction Management 10% 0% 0% Construction Management 10% 1 1 Total Soft Costs 4% 1 1		
7 2' Biow Off Valve 2 ea \$1,654,00 9 1' air Release Valve 1 ea \$2,971,00 9 Fire Hydrant Assy 1 ea \$2,971,00 Sublotal Direct Via Barlogio Full Improvements Cost 0 1 ea Bond Enforcement Costs 2% 0 0 Construction Staking 4% 0 0% Construction Management 10% 0% 0% Construction Management 10% 1 1 Total Soft Costs 4% 1 1	1. ea : \$1.468.0	\$1,468
1 * Air Release Valve 1 ea \$2,971.00 1 Fire Hydrant Assy 1 ea \$5,784.00 1 Fire Hydrant Assy Sublotal Direct Via Barlogio Full Improvements Cost Soft COSTS 2% Construction Staking 4% Construction Management 10% Construction Management 10% Inspection 4% Total Soft Costs 1		\$3,306
Fire Hydram Assy 1 ea 55,784.00 Subtotal Direct Via Barlogio Full Improvements Cost SOFT COSTS 2% Bond Enforcement Costs 2% Construction Staking 4% Construction Management 10% 10% 10%		
Subiolal Direct Via Barlogio Full Improvements Cost Bond Enforcement Costs 2% Construction Staking 415 Construction Management 1075 Construction Management 1075 Construction Staking 455 Total Soft Costs 1076 Total Soft Costs 1076		\$2,971
Subiolal Direct Via Barlogio Full Improvements Cost Bond Enforcement Costs 2% Construction Staking 4% Construction Management 10% Total Sont Costs Total Sont Costs Total Sont Costs Total Sont Costs		
SOFT COSTS 2% Bond Enforcement Costs 2% Construction Staking 4% Construction Management 10% Contingency 10% Inspection 4% Total Soft Costs Total Project Cost	Subiotal Direct Via Barlogio Full Improvements Cos	\$300,383
Bond Enforcement Costs 2% Construction Staking 4% Construction Management 10% Contingency 10% Inspection 4% Total Soft Costs Total Project Costs		
Construction Staking 415 Construction Management 1075 Contingency 1074 Inspection 455 Total Soft Costs Total Project Costs		\$117,35
Construction Management 10% Contingency 10% Inspection 4% Total Soft Costs Total Project Costs		
Contingency 10% Inspection 4% Total Soft Costs Total Project Cost		\$234,70
Contingency 10% 10% 10% 10% 10% 10% 10% 10% 10% 10%	10%	\$586,76
Inspection 4% Total Son Costs Total Project Cost	10%	\$586,76
Total Soft Costs Total Project Cost		
Total Project Cost	A CALL AND A REAL AND A	\$234,70
	Total Soft Costs	\$1,760,29
		\$7,627.949
TIMAN INCOM ALLE		
IN CALLAND IN INCL	(IVIDO O HHIB	
1 (- W - Wall D-11-12	<u> 100 p-11-15</u>	
		1

cta

Exhibit B
Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for **Promontory Village Center Lot 8, TM 13-1513** have been completed, to wit:

	Total Amount		t Percent Complete		Remaining Amount	
Earthwork	\$	2,193,554.00	40%	\$	1,316,132.40	
Streets & Miscellaneous Improvements	\$	1,013,988.30	0%	\$	1,013,988.30	
Drainage Improvements	\$	368,617.90	0%	\$	368,617.90	
Sanitary Sewer Improvements	\$	547,464.90	0%	\$	547,464.90	
Water Improvements	\$	544,197.00	0%	\$	544,197.00	
Dry Utility	\$	724,148.20	0%	\$	724,148.20	
Via Barlogio Improvements	\$	300,383.30	0%	\$	300,383.30	
Landscaping	\$	175,300.00	0%	\$	175,300.00	
Bond Enforcement (2%)	\$	117,353.07		\$	99,804.64	
Construction Staking (4%)	\$	234,706.14		\$	199,609.28	
Construction Management (10%)	\$	586,765.36		\$	499,023.20	
Contingency (10%)	\$	586,765.36		\$	499,023.20	
Inspection (4%)	\$	234,706.14		\$	199,609.28	
Total	\$	7,627,949.68		\$	6,487,301.60	

I estimate the total cost of completing the improvements agreed to be performed by the Owner to be Seven Million Six Hundred Twenty-Seven Thousand Nine Hundred Forty-Nine Dollars and Sixty-Eight Cents (\$7,627,949.68).

I estimate the total cost of completing the remainder of the improvements to be Six Million Four Hundred Eighty-Seven Thousand Three Hundred One Dollars and Sixty Cents (\$6,487,301.60) and the cost of the completed work to be One Million One Hundred Forty Thousand Six Hundred Forty-Eight Dollars and Eight Cents (\$1,140,648.08).

The amount of the Performance Bond is Six Million Four Hundred Eighty-Seven Thousand Three Hundred One **Dollars and Sixty Cents (\$6,487,301.60)**, representing 100% of the Remaining Amount.

The amount of the Laborers and Materialmens Bond is Three Million Eight Hundred Thirteen Thousand Nine Hundred Seventy-Four Dollars and Eighty-Four Cents (\$3,813,974.84, which is 50% of the Total Cost of the Improvements.

DATED: 9-16-15

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



ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 10/6/15

Andrew S. Gaber, P.E.

Deputy Director Development/ROW/Environmental

Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider Promontory Village Lot 8, TM 13-1513

AGMT 15-54137 Certificate of Partial Completion



15-1237 B 12 of 20



Bond No.	SUR23100054
Premium	\$64,873.00

PERFORMANCE BOND AGREEMENT FORM

WHEREAS, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and RREF II-RD WILLOWS, 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 $A_{\rm CC}$, $Z_{\rm C}$, 2015, and identified as project Promontory Village Center Lot 8, TM 13-1513 and the portions of Improvement Plans for Treviso II, TM 11-1502, as stated in AGMT #15-54137, Item 1, are hereby referred to and made part hereof; and

WHEREAS, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and <u>Ironshore Indemnity Inc</u>, (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of Six Million Four Hundred Eighty-Seven Thousand Three Hundred One Dollars and Sixty Cents (\$6,487,301.60) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal his or its heirs, executors and administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of El Dorado, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This guarantee shall insure the County of El Dorado during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work performed thereunder or the specifications

1. r

accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named on <u>August 31</u>, 2015.

"Surety"

Ironshore Imdemnity Inc

(₁.)

1, 1

"Principal" RREF II – RD WILLOWS JV MEMBER, LLC a Delaware limited liability company

- By Rialto Real Estate Fund II, LP a Delaware limited partnership its Sole Member
- By Rialto Partners GP II, LLC a Delaware limited liability company its General Partner

By

Kelly A. Gardner Print Name Attorney-in-Fact

NOTARY ACKNOWLEDGMENTS ATTACHED

By

Anthony Seijas its Vice President

PRINCIPAL

ACI	KNOWLEDGMENT
FIDNDA State of G alifornia County of <u>Miami-Doide</u>	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.
On 838115 before me, personally appeared $AhHo$	Michelle Shorffer, Motaly (here insert name and title of the officer) My Suijas
who proved to me on the basis of sat is/are subscribed to the within instrur the same in his/her/their authorized ca	isfactory evidence to be the person(s) whose name(s) nent and acknowledged to me that he/she/they executed pacity(ies), and that by his/her/their signature(s) on entity upon behalf of which the person(s) acted, executed
	RY under the laws of the State of . Califernia that the
I certify under PENALTY OF PERJUI foregoing paragraph is true and corre	
-	

Bond No.	SUR23100054		
Premium	Included in 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 RREF II-RD WILLOWS, 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 A_{1XG} . 20, 2015, and identified as the Subdivision Improvement Agreement for Promontory Village Center Lot 8, TM 13-1513 Between the County and the Developer, AGMT # 15-54137, and the Improvement Plans for Promontory Village Center Lot 8, TM 13-1513 and the portions of Improvement Plans for Treviso II, TM 11-1502, as stated in AGMT #15-54137, Item 1, 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 Ironshore Indemnity Inc

(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 **Three Million Eight Hundred Thirteen Thousand Nine Hundred Seventy-Four Dollars and Eighty-Four Cents (\$3,813,974.84)**, 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.

Laborers and Materialmens Bond Form for Promontory Village Center Lot 8, TM 13-1513

· , •

Page 1 of 2

POWER OF ATTORNEY

III- 23100054

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: James I. Moore, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, and Tariese M. Pisciotto its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:

Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$10,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 2nd day of July, 2013.



IRONSHORE INDEMNITY INC.

Danial 1 Suc

Director

ACKNOWLEDGEMENT

On this 2nd day of July, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.





CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this <u>31st</u> Day of August , 20 15 .

Paul S. Giordano

Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

PRINCIPAL

ACKN	OWLEDGMENT
Flonda State of Salifornia County of <u>Miami</u> - Dade	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.
On 8/28/15 before me, M personally appeared Anthon	(here insert name and title of the officer)
who proved to me on the basis of satisfa is/are subscribed to the within instrument the same in his/her/their authorized capaci	t and acknowledged to me that he/she/they executed ity(ies), and that by his/her/their signature(s) on ty upon behalf of which the person(s) acted, executed
l certify under PENALTY OF PERJURY a foregoing paragraph is true and correct.	under the laws of the State o f California that the Flon A
WITNESS my hand and official seal. Signature	MICHELLE SHAFFER MY COMMISSION # FF 206714 EXPIRES: July 5, 2019 Bonded Thru Notary Public Underwriters
,	(Seal)

SURETY

ACKNOWLEDGMENT
IllinoisA 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.County ofDupageDupage
On <u>8/31/15</u> before me, <u>Tiffany Cunniff, Notary</u> , (here insert name and title of the officer)
personally appeared <u>Kelly A. Gardner</u>
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.
WITNESS my hand and official seal.
Signature TifFANY CUNNIFF OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires March 23, 2019 (Seal)