

# 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.

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.

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

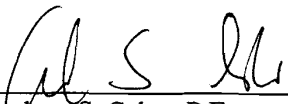
or to such other location as Owner directs.

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.

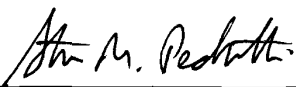
30. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Requesting Division and Contract Administrator Concurrence:**

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

Dated: OCT 6, 2015

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 10/6/15

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: \_\_\_\_\_  
Brian K. Veerkamp, Chair  
Board of Supervisors  
"County"

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

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

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

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

**--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: \_\_\_\_\_  
Anthony Seijas,  
its Vice President  
"Owner"

Dated: 8/28/15

*Notary Acknowledgment Attached*

OWNER

ACKNOWLEDGMENT

Florida  
State of ~~California~~  
County of Miami-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, Michelle Shaffer, Notary,  
(here insert name and title of the officer)

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~~ Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M Shaffer



(Seal)

**Exhibit A  
Engineer's Cost Estimate**



Civil Engineering • Land Surveying • Land Planning  
**Promontory Village Center - Lot 8**  
**Engineer's Bond Estimate**

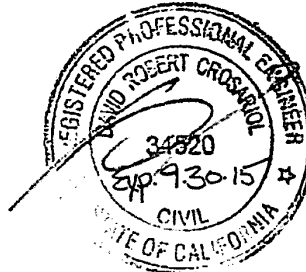
ENGINEERING SOLUTIONS



TE113-1613

As of: 09/14/15

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
<b>EARTHWORK</b>					
1	Protective Fencing	6,140	lf	\$3.60	\$29,304.00
2	Clear and Grub	32.5	ac	\$8,550.00	\$277,875.00
3	Excavation	185,000	cy	\$5.70	\$1,054,500.00
4	Finish Pads	63	ea	\$450.00	\$28,350.00
5	Rockery Retaining Walls	27,830	sf	\$20.00	\$556,600.00
6	CMU Retaining Walls	5,610	sf	\$35.00	\$195,350.00
7	PCC Retaining Walls	14	cy	\$1,000.00	\$14,000.00
8	Keystone Wall	1,045	sf	\$35.00	\$36,575.00
Subtotal Direct Earthwork Costs					\$2,193,554.00
<b>STREETS AND MISCELLANEOUS</b>					
1	3" Street A.C.	122,458	sf	\$2.05	\$251,038.90
2	8" Street A.B.	122,458	sf	\$2.75	\$336,759.50
3	Curb and Gutter, Type I Rolled Curb (Type 2 Vertical at Hydrants and OS Frontage)	8,744	lf	\$30.50	\$266,692.00
4	PCC Cross Gutter	70	lf	\$35.00	\$2,450.00
5	Sidewalk	20,395	sf	\$6.10	\$124,409.50
6	Pedestrian Ramp	12	ea	\$2,000.00	\$24,000.00
7	Street Name Signs	6	ea	\$406.40	\$2,438.40
8	"No Parking" Signage and Marking	1	ls	\$2,600.00	\$2,600.00
9	Locking Steel EID Access Gate	2	ea	\$1,800.00	\$3,600.00
Subtotal Direct Streets and Miscellaneous Cost					\$1,013,986.30
<b>DRAINAGE</b>					
1	12" Storm Drain	393	lf	\$50.80	\$19,864.40
2	18" Storm Drain	1,008	lf	\$55.50	\$55,944.00
3	24" Storm Drain	227	lf	\$61.00	\$13,847.00
4	36" Storm Drain	76	lf	\$74.45	\$5,658.20
5	48" Storm Drain	213	lf	\$119.25	\$25,400.25
6	12" FES	2	ea	\$762.00	\$1,524.00
7	18" FES	1	ea	\$989.00	\$989.00
8	36" FES w/Trash Rack	2	ea	\$1,200.00	\$2,400.00
9	48" Pipe Outlet Access Control	2	ea	\$5,000.00	\$10,000.00
10	Type B Drain Inlet	14	ea	\$1,016.00	\$14,224.00
11	Grated Inlet	3	ea	\$3,600.00	\$10,800.00
12	36" Concrete OCPI Modified	1	ea	\$5,000.00	\$5,000.00
13	48" Drain Manhole	5	ea	\$3,048.00	\$15,240.00
14	48" Drain Manhole w/ Flat Slab Top	1	ea	\$3,048.00	\$3,048.00
15	48" Drain Manhole w/ Eccentric Cone	1	ea	\$4,000.00	\$4,000.00
16	72" Drain Manhole w/ Eccentric Cone	3	ea	\$6,000.00	\$18,000.00
17	Shotcrete Lined Ditch D1	1,746	lf	\$23.00	\$40,158.00
18	8" PCC Lined Channel D1A	120	lf	\$100.00	\$12,000.00
19	Shotcrete Brow Drain Ditch D2	1,890	lf	\$18.00	\$34,020.00
20	Shotcrete Interceptor Drain Ditch D3	563	lf	\$32.00	\$18,016.00
21	Rock Lined Downdrain D4	179	lf	\$16.00	\$2,864.00
22	Fabric Line Ditch D5	100	lf	\$8.00	\$800.00
23	PCC Headwall "CalTrans" D89	12	cy	\$1,500.00	\$18,000.00
24	Outlet Dissipator Type 1	4	cy	\$122.00	\$488.00
25	Outlet Dissipator Type 2	2	ea	\$1,500.00	\$3,000.00
26	Outlet Dissipator Type 3	1	ls	\$6,000.00	\$6,000.00
27	PCC Revetment	1	ls	\$22,000.00	\$22,000.00
28	T.V. Storm Drain	1,917	lf	\$2.05	\$3,929.85
Subtotal Direct Drainage Cost					\$366,617.90



**Exhibit A  
Engineer's Cost Estimate**

Promontory Village Center - Lot 8  
Engineer's Bond Estimate

TM13-1513

As of 08/14/15

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
<b>SANITARY SEWER</b>					
1	6" Sanitary Sewer	2,442	lf	\$63.00	\$153,846.00
2	8" Sanitary Sewer	1,056	lf	\$82.00	\$86,592.00
3	48" Sanitary Sewer Manhole	13	ea	\$6,531.00	\$84,903.00
4	48" Sanitary Sewer Manhole w/ Lining	9	ea	\$9,886.00	\$88,974.00
5	Adjust Existing SS Manhole to Grade	7	ea	\$1,500.00	\$10,500.00
6	Gravity Sewer	63	ea	\$1,833.00	\$115,479.00
7	T.V. Sewer Line	3,498	lf	\$2.05	\$7,170.90
Subtotal Direct Sanitary Sewer Cost					\$547,464.90
<b>WATER</b>					
1	6" Water Main w/ Fittings	6,157	lf	\$46.00	\$283,222.00
2	6" Water Main w/ Fittings and FH Leaders	155	lf	\$42.00	\$6,510.00
3	8" Gate Valve	14	ea	\$1,954.00	\$27,356.00
4	6" Gate Valve	9	ea	\$1,632.00	\$14,688.00
5	1" Service	63	ea	\$1,468.00	\$92,484.00
6	Relocate Water Service to EID Lift Station	1	ea	\$1,468.00	\$1,468.00
7	1" Air Release Valve	3	ea	\$2,971.00	\$8,913.00
8	Fire Hydrant Assy	9	ea	\$5,784.00	\$52,056.00
9	Remove BOV, ARV & Connect to E Water Line	5	ea	\$1,500.00	\$7,500.00
10	Pressure Reducing Station	1	ea	\$50,000.00	\$50,000.00
Subtotal Direct Water Cost					\$544,197.00
<b>LANDSCAPING</b>					
1	Treviso Landscaping	1	ls	\$76,400.00	\$76,400.00
2	Promontory Village Center Lot 8 Landscaping	1	ls	\$98,900.00	\$98,900.00
Subtotal Landscaping Cost					\$175,300.00
<b>DRY UTILITY</b>					
1	Joint Utility Trench	4,935	lf	\$10.20	\$50,337.00
2	Utility Services	64	lot	\$8,128.00	\$520,192.00
3	Conduit and Service Boxes	63	lot	\$1,219.20	\$76,809.60
4	Wiring and Transformer	63	lot	\$1,219.20	\$76,809.60
Subtotal Direct Dry Utility Cost					\$724,148.20
<b>Via Barlogio Full Improvements Folsom Conform STA 11+18 to Via Treviso Intersection STA 22+53</b>					
1	City of Folsom Encroachment	1	ls	\$16,000.00	\$16,000.00
2	3" Street A.C.	10,420	sf	\$2.05	\$21,361.00
3	8" Street A.B.	10,420	sf	\$2.75	\$28,655.00
4	Type 2 Curb and Gutter	2,218	lf	\$30.50	\$67,649.00
5	Sidewalk	8,788	sf	\$6.10	\$53,608.80
6	Pedestrian Ramp	8	ea	\$2,000.00	\$16,000.00
7	Driveway	240	sf	\$7.50	\$1,800.00
8	Irrigation Sleeves	763	lf	\$10.00	\$7,630.00
9	12" Storm Drain	142	lf	\$50.80	\$7,213.60
10	18" Storm Drain	141	lf	\$55.90	\$7,881.90
11	18" FES	1	ea	\$889.00	\$889.00
12	Type B Drain Inlet	7	ea	\$1,016.00	\$7,112.00
13	72" Drain Manhole w/ Eccentric Cone	1	ea	\$6,000.00	\$6,000.00
14	8" Water Main w/ Fittings	852	lf	\$46.00	\$39,192.00
15	8" Gate Valve	3	ea	\$1,954.00	\$5,862.00
16	1" Service	1	ea	\$1,468.00	\$1,468.00
17	2" Blow Off Valve	2	ea	\$1,654.00	\$3,308.00
18	1" Air Release Valve	1	ea	\$2,971.00	\$2,971.00
19	Fire Hydrant Assy	1	ea	\$5,784.00	\$5,784.00
Subtotal Direct Via Barlogio Full Improvements Cost					\$300,383.30
<b>SOFT COSTS</b>					
1	Bond Enforcement Costs	2%			\$117,353.07
2	Construction Staking	4%			\$234,706.14
3	Construction Management	10%			\$586,765.36
4	Contingency	10%			\$586,765.36
5	Inspection	4%			\$234,706.14
Total Soft Costs					\$1,760,296.08
Total Project Cost					\$7,827,949.88
<i>Gregory Hicks 8-17-15</i> TD-No Exceptions Taken					



**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	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
<b>Total</b>	<b>\$ 7,627,949.68</b>		<b>\$ 6,487,301.60</b>


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)**.

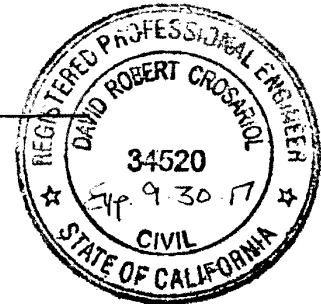
I estimate the total cost of completing the remainder of the improvements to be **Six Million Four Hundred Eighty-Seven Thousand Three Hundred One Dollars and Sixty Cents (\$6,487,301.60)** and the cost of the completed work to be **One Million One Hundred Forty Thousand Six Hundred Forty-Eight Dollars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

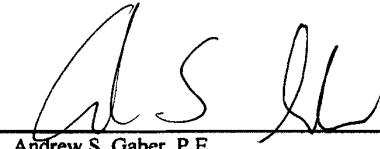
DATED: 9.16.15

  
David R. Cesaroli, 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





<b>Bond No.</b>	<u>SUR23100054</u>
<b>Premium</b>	<u>\$64,873.00</u>

**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 Aug. 28, 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 Ironshore Indemnity Inc, (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Oblige, 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

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 August 31, 2015.

**"Surety"**

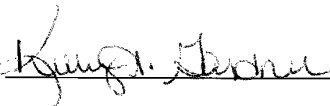
Ironshore Indemnity Inc

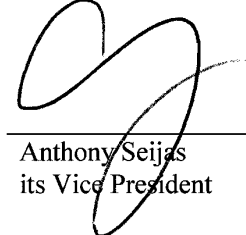
**"Principal"**

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

By   
Anthony Seijas  
its Vice President

**NOTARY ACKNOWLEDGMENTS ATTACHED**

PRINCIPAL

ACKNOWLEDGMENT

Florida  
State of ~~California~~  
County of Miami-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, Michelle Shaffer, Notary,  
(here insert name and title of the officer)

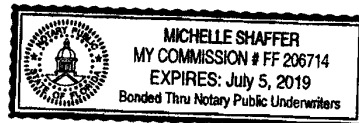
personally appeared Anthony Seijas

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 foregoing paragraph is true and correct.  
Florida

WITNESS my hand and official seal.

Signature M Shaffer



(Seal)

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 Aug. 28, 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.

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 22<sup>nd</sup> 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 2<sup>nd</sup> day of July, 2013.

IRONSHORE INDEMNITY INC.



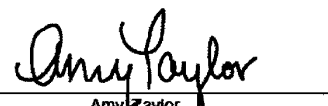
By   
Daniel L. Sussman  
Director

ACKNOWLEDGEMENT

On this 2<sup>nd</sup> 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.

AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 07-08-19



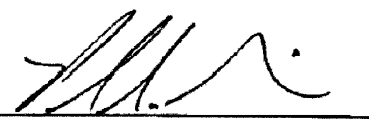
BY   
Amy Taylor  
Notary Public

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 31<sup>st</sup> 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

ACKNOWLEDGMENT

State of Florida  
~~California~~  
County of Miami-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, Michelle Shaffer Notary,  
(here insert name and title of the officer)

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~~ Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M Shaffer



(Seal)

## SURETY

### ACKNOWLEDGMENT

Illinois  
State of ~~California~~  
County of Dupage

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 8/31/15 before me, Tiffany Cunniff, Notary,  
(here insert name and title of the officer)

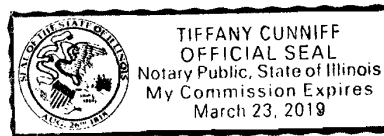
personally appeared Kelly A. Gardner,

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~~ <sup>Illinois</sup> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tiffany Cunniff



(Seal)