

M E M O R A N D U M
COMMUNITY DEVELOPMENT RESOURCE AGENCY
ENGINEERING AND SURVEYING DIVISION
County of Placer

TO: Board of Supervisors DATE: March 30, 2021

FROM: Steve Pedretti, Agency Director

BY: Claudia Wade, Engineering Manager

SUBJECT: Partial Assignment and Assumption Agreement Relative to Placer Vineyards Specific Plan Temporary Construction License Agreement Templates and Property 1A - Phase 2 Improvement Agreement – Town Center Avenue and Offsite Sewer

ACTIONS REQUESTED

1. Approve the Partial Assignment and Assumption Agreement Relative to Placer Vineyards Specific Plan Temporary Construction License (Partial TCL Assignment) templates for both single and multiple property owners.
2. Authorize the Community Development Resource Agency Director, or designee, to execute Partial TCL Assignments, and to approve minor modifications to the Partial TCL Assignment templates, subject to concurrence from County Counsel and Risk Management.
3. Authorize the Chair to execute the Placer Vineyards Specific Plan Property 1A - Phase 2 Improvement Agreement -Town Center Avenue and Offsite Sewer with Lennar Homes of California, Inc.

BACKGROUND

The Placer Vineyards Specific Plan (PVSP) is an approved specific plan consisting of 5,230 acres of land located in the southwest corner of Placer County, approximately 15 miles north of the City of Sacramento. The plan area contemplates construction of 14,132 dwelling units plus commercial, retail, office and professional land uses, government and public facility land uses, open space, parks, schools, and religious land uses.

There are twenty-one separate development agreements (“the Development Agreements”) for the properties within the PVSP. All were approved by the Board of Supervisors as part of the PVSP project approvals on July 16, 2007 (Ordinance 5477-B). Pursuant to Section 3.3.7 of the Development Agreements, each developer was required to provide to the County a Temporary Construction License (TCL). The TCLs give the County the right to enter areas within designated portions of each participating developer’s property to facilitate construction of infrastructure as required per the Development Agreements and the adopted Placer Vineyards Specific Plan Development Phase - Phasing Plan. The TCLs also allow the County to assign a license to another participating developer, group of participating developers, or a development group to construct improvements, as approved by the County, and thereby allow the right to enter these defined areas necessary for construction of improvements. The constructing entity is also required as a condition of assignment to enter into an Improvement Agreement with the County establishing terms and conditions for construction and completion of the required improvements.

Partial TCL Assignment templates have been created to provide a mechanism for the County to assign the TCL to the appropriate constructing developer or entity (Attachment A). Lennar Homes of California, Inc. (Lennar), the owner/developer for Property 1A, is proposing to build a portion of Town Center Avenue and Offsite Sewer Phase 2 improvements for their Property 1A Phase 2 development. Attachment B provides an exhibit demonstrating the two TCLs that are needed to complete the improvements. One of the TCL assignments will be a private agreement (not assigned by County) and the other will be assigned by the County to Lennar.

A Property 1A - Phase 2 Improvement Agreement – Town Center Avenue and Offsite Sewer (Improvement Agreement) (Attachment C) has been prepared to satisfy the requirements for assignment

of both TCLs: Private (Mourier to Lennar) and County to Lennar. As described in the Improvement Agreement, security sufficient to cover Faithful Performance and Labor and Materials shall be posted with the County prior to approval of the improvement plans and assignment of the TCLs. In addition, Lennar is required to defend and indemnify the County for any injuries or claims that occur as a result of the assignment.

ENVIRONMENTAL IMPACT

The Board of Supervisors certified an Environmental Impact Report (EIR) for the Placer Vineyards Specific Plan on July 16, 2007 and adopted an addendum to the EIR on January 6, 2016. In addition, the proposed activity is assignment of an existing license and is therefore an administrative activity exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines Section 15061(b)(3).

FISCAL IMPACT

There is no fiscal impact to the County by approving the Partial TCL Assignment templates and Improvement Agreement. All costs associated with these agreements are funded by the Constructing Developer.

ATTACHMENTS

Attachment A: Partial TCL Assignment Templates

Attachment B: TCL Location Exhibit

Attachment C: Improvement Agreement – Town Center Avenue and Offsite Sewer

ATTACHMENT A

PARTIAL TCL ASSIGNMENT TEMPLATES

- Single Owner Template
- Multiple Owner Template

SINGLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

Recording Requested By and
When Recorded Mail To:

Developer Name
Developer Street Address
City, State Zip Code
Attn: Contact Name

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

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO PLACER VINEYARDS SPECIFIC PLAN TEMPORARY CONSTRUCTION LICENSE AGREEMENTS (Backbone Improvements)

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Assignment**") is entered into this _____ day of _____, 20__, by and between COUNTY OF PLACER, a political subdivision (hereinafter "**County**"), and Developer (hereinafter "**Assignee**") (hereinafter sometimes referred to collectively as "Parties"), with respect to the following facts:

RECITALS

A. Pursuant to that certain Placer Vineyards Specific Plan Development Agreement between the County and [Name of Subject Owner Whose Property is Affected by Work] ("**Subject Owner**"), the County entered into and accepted from the Subject Owner that certain temporary construction license agreements entitled "License Agreement for Grant of Temporary Construction License" [Insert Date and Recording Information for License Agreement Granted by the Subject Owner] (hereinafter the "**License Agreement**"). The License Agreement gave the County the right to enter certain areas within designated portions of the Subject Owner's property (referred to therein as the "**Temporary Entry Areas**") to facilitate construction of certain public improvements required to serve development of the Placer Vineyards Specific Plan. All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the License Agreement.

B. The License Agreement contemplated that the County would retain these rights of entry for construction within and/or access over the Temporary Entry Areas until such time that the Placer Vineyards Development Group, LLC (hereinafter the "**Development Group**") or one or more of the participating developers within the Placer Vineyards Specific Plan (hereinafter the "**Participating Developers**") was prepared, as the constructing developer (hereinafter the "**Constructing Developer**"), to begin construction of the public improvements required to develop the Specific Plan. To facilitate such construction, the License Agreement allows the County to assign its rights and obligations under the License Agreement to a Constructing Developer, or any other Participating Developer or group of Participating Developers or the Development Group, subject to the satisfaction of certain

SINGLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

conditions precedent to such assignment, as set forth in the License Agreement and in Section 3 below regarding the “Effective Date” of this Assignment.

C. Assignee, as the Constructing Developer, intends to bid the work to a contractor to install the public improvements described in **Exhibit A** attached hereto (hereinafter, the “**Project Improvement(s)**”), and desires to obtain a partial assignment of the applicable License Agreements needed to obtain construction access to the Temporary Entry Areas within which the Project Improvement(s) will be installed and/or for which access is required to facilitate such installation.

D. County desires to partially assign and Assignee desires to assume such partial assignment of the County’s right, interest, burdens and obligations under the License Agreement as and to the extent necessary for its contractor to construct the Project Improvement(s).

PARTIAL ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, County and Assignee hereby agree as follows:

1. Assignment. County hereby partially assigns, upon the Effective Date described below and after Assignee’s completion of the Conditions Precedent prior to assignment in Section 3 below, its rights, interests, burdens and obligations of County under the License Agreement to the extent needed to provide access to and over the Temporary Entry Areas, as shown on **Exhibit B** attached hereto, to facilitate the construction of the Project Improvement(s) only. County retains, for future use and/or assignment to other Constructing Developers consistent with the terms of the License Agreement, any and all other rights, interests, burdens and obligations of County under the License Agreement related to the construction of any other Improvements that are not included within the description of the Project Improvement(s).

2. Assumption. As of the Effective Date, and after Assignee’s completion of the Conditions Precedent prior to assignment in Section 3 below, Assignee hereby assumes the rights, interests, burdens and obligations of County under the License Agreement related to and necessary for the construction of the Project Improvement(s) and agrees to observe and fully perform all of the duties and obligations of County under the License Agreement with respect to such construction of the Project Improvement(s) and/or the use of the Temporary Entry Areas to facilitate such construction, and to be subject to all the terms and conditions thereof with respect to such construction and/or use of the Temporary Entry Areas.

3. Conditions Precedent. As provided in the License Agreement, prior to the County’s execution of this Assignment and the assignment of any of the rights under the License Agreement, including without limitation, prior to any entry onto any of the Temporary Entry Areas pursuant to the License Agreement, the following conditions (the “**Conditions Precedent**”) must be satisfied by Assignee as the Constructing Developer of the Project Improvement(s) to the satisfaction of the County: (i) the improvement plans for the Project Improvement(s) to be constructed thereby shall be completed and approved by the County; (ii) Assignee shall have entered into an improvement agreement with the County, in form acceptable to the County (an “**Improvement Agreement**”), establishing the terms and

SINGLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

conditions for construction and completion of such Project Improvement(s); and, (iii) Assignee shall have posted security with the County in the form required by the Improvement Agreement to assure the timely completion of such Project Improvement(s).

4. Indemnity and Insurance. Without limiting the terms and conditions of the License Agreement, Assignee acknowledges and agrees that, upon the Effective Date of this Assignment and in consideration hereof, Assignee shall indemnify, protect, defend and hold harmless County, its contractors, agents or employees, and the Subject Owner from any loss, damage, claim or liability or costs (including reasonable attorney's fees) arising out of the Assignee's, or the Assignee's contractors, subcontractors, agents or employees (collectively, the **"Constructing Developer Parties"**), use of the License, including without limitation, any entry on the Subject Owner's properties, construction of the Project Improvement(s), or maintenance of the Project Improvement(s) pursuant to the License, unless such loss, damage, claim, liability or cost arises from the willful misconduct or active negligence of County or Subject Owner and the County or Subject Owner are not exempt as to responsibility pursuant to California Civil Code section 2782.1, 2782.2 or 2782.5. In particular, and without limitation thereof, Assignee shall keep the Subject Owner's property free and clear of any and all mechanics', suppliers' and other similar liens arising out of or in connection with the construction of the Project Improvement(s) by the Constructing Developer Parties, and shall pay and discharge when due any and all lawful claims upon which any lien may or could be based. In the event any such liens do attach to the Subject Owner's property, then Assignee shall, immediately upon written notice from the Subject Owner or County, post an appropriate bond or take such other actions as may be necessary to remove the effect of the lien(s). If any such lien(s) is not removed within thirty (30) days of the Subject Owner's or County's written notice to do so, then notwithstanding the scheduled term of the License under the Assigned License Agreement, this Assignment and Assignee's rights under such License shall be deemed terminated and Assignee shall be fully responsible for removing the lien. Assignee's duties and obligations under this Section 4 shall survive the expiration or sooner termination of the License.

Prior to any entry within any of the Temporary Entry Areas of the Subject Owner's property pursuant to the License under the License Agreement, Assignee shall obtain or cause its contractor to obtain and maintain the liability insurance required by the License Agreement and name the County and Subject Owner as additional insureds thereunder, and shall also require its contractor to indemnify, protect, defend and hold harmless the County, its contractors, agents or employees, and the Subject Owner to the same extent that Assignee is required to in this section. Proof of the insurance coverage identified in this paragraph shall be affirmatively provided to the County prior to entry within any of the Temporary Entry Areas.

5. Release and Substitution. The Parties intend hereby that, upon the Effective Date of this Assignment, including satisfaction of the Conditions Precedent therefor, County shall be partially released from any and all obligations under the License Agreement arising from and after the Effective Date of this Assignment with respect to the construction of the Project Improvement(s) and/or use of the Temporary Entry Areas to facilitate such construction and that Assignee shall become partially substituted for County as the "Constructing Developer" under the License Agreement with respect to the construction of the Project Improvement(s) and/or use of the Temporary Entry Areas to facilitate such construction.

SINGLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

6. Binding on Successors/Recordation. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns. Within ten (10) business days after the Effective Date, the County, at Assignee's sole cost and expense, shall record this Assignment in the Official Records of Placer County.

7. Notice Address. The Notice Addresses for the Parties with respect to the License Agreement and this Assignment shall be:

County of Placer
Insert Street Address
City, State Zip Code
Attn: Contact Name

Developer Name
Developer Street Address
City, State Zip Code
Attn: Contact Name

8. Effective Date. This Assignment shall become effective and binding on the County and Assignee only on the date (the "**Effective Date**") when (i) all of the Conditions Precedent described in Section 3 above have been satisfied by Assignee and (ii) this Assignment has been fully executed by the County and Assignee. The County's execution of this Assignment shall be contingent upon and shall not be made by the authorized representative for the County below unless and until the County is satisfied that the foregoing Conditions Precedent have then been fully satisfied.

9. Notice to Subject Owners. Within ten (10) business days of the execution date of this Agreement, Assignee shall deliver a fully-executed copy of this Assignment to the Subject Owner at the address therefor in the Subject Owner's Development Agreement.

IN WITNESS HEREOF, the Parties hereto have executed this Assignment as of the day and year first above written. This Assignment may be signed in identical counterparts.

COUNTY:

ASSIGNEE:

**COUNTY OF PLACER,
a political subdivision**

**[INSERT DEVELOPER NAME, TYPE OF ENTITY
AND STATE OF ORGANIZATION]**

By: _____
Leslie Amsberry
County Surveyor

By: _____
Name, Title

By: _____
Name, Title

SINGLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

EXHIBIT A

Description of Project Improvement(s) Subject to the Assignment of License Agreements

The “Project Improvements” that are the subject of this Assignment consist of those certain road, utility, and grading improvements within and/or serving development of the approved Placer Vineyards Specific Plan, as more particularly described in the following improvement plan set(s):

1. List Plan Set Title
2. List Plan Set Title

SINGLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

EXHIBIT B

**Map of Temporary Entry Areas
Within Subject Owner's Property Over Which Access Allowed
to Facilitate Construction of Project Improvement(s)**

**[Attach Exhibit B Map from Recorded
License Agreement Showing Temporary Entry Areas]**

MULTIPLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

Recording Requested By and
When Recorded Mail To:

Developer Name
Developer Street Address
City, State Zip Code
Attn: Contact Name

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

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO PLACER VINEYARDS SPECIFIC PLAN TEMPORARY CONSTRUCTION LICENSE AGREEMENTS (Backbone Improvements)

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Assignment**") is entered into this ____ day of _____, 20__, by and between COUNTY OF PLACER, a political subdivision (hereinafter "**County**"), and Developer (hereinafter "**Assignee**") (hereinafter sometimes referred to collectively as "Parties"), with respect to the following facts:

RECITALS

A. Pursuant to certain Placer Vineyards Specific Plan Development Agreements between the County and Participating Developers, the County entered into and accepted from the Participating Developers certain temporary construction license agreements, each entitled "License Agreement for Grant of Temporary Construction License" (hereinafter the "**License Agreements**"). The License Agreements gave the County the right to enter certain areas within designated portions of each Participating Developer's property to facilitate construction of certain public improvements required to serve development of the Placer Vineyards Specific Plan. All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the License Agreements.

B. The License Agreements contemplated that the County would retain these rights of entry for construction within and/or access over the Temporary Entry Areas until such time that the Placer Vineyards Development Group, LLC (hereinafter, "**Development Group**") or one or more of the participating developers with the Placer Vineyards Specific Plan (hereinafter, the "**Participating Developers**") was prepared, as the constructing developer (hereinafter, the "**Constructing Developer**"), to begin construction of the public improvements required to develop the Specific Plan. To facilitate such construction, the License Agreements allow the County to assign its rights and obligations under each of the License Agreements to a Constructing Developer, or any other Participating Developer or group of Participating Developers or the Development Group, subject to the satisfaction of certain conditions precedent to such assignment, as set forth in the License Agreements and in Section 3 below regarding the "Effective Date" of this Assignment.

MULTIPLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

C. Assignee, as the Constructing Developer, intends to bid the work to a contractor to install the public improvements described in **Exhibit A** attached hereto (hereinafter, the “**Project Improvement(s)**”), and desires to obtain a partial assignment of the applicable License Agreements needed to obtain construction access to the Temporary Entry Areas within which the Project Improvement(s) will be installed and/or for which access is required to facilitate such installation.

D. The Temporary Entry Areas on and over which access is needed to facilitate the construction of the Project Improvement(s) (the “**Temporary Entry Areas**”), and the corresponding License Agreements (the “**Assigned License Agreements**”) that will provide the necessary access to Assignee to install the Project Improvement(s), are more particularly described and shown in **Exhibit B** and **Exhibit C** attached hereto. The Participating Developers who are parties to the Assigned License Agreements with the County, together with any and all successors-in-interest thereof who own any of the properties subject to the Assigned License Agreements, are referred to collectively herein as the “**Subject Owners.**”

E. County desires to partially assign and Assignee desires to assume such partial assignment of the County’s right, interest, burdens and obligations under the Assigned License Agreements as and to the extent necessary for its contractor to construct the Project Improvement(s).

PARTIAL ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, County and Assignee hereby agree as follows:

1. Assignment. County hereby partially assigns, upon the Effective Date described below and after Assignee’s completion of the Conditions Precedent prior to assignment in Section 3, its rights, interests, burdens and obligations of County under the Assigned License Agreements to the extent needed to provide access to and over the Temporary Entry Areas, as described in **Exhibit B** and shown on **Exhibit C** attached hereto, to facilitate the construction of the Project Improvement(s) only. County retains, for future use and/or assignment to other Constructing Developers consistent with the terms of the Assigned License Agreements, any and all other rights, interests, burdens and obligations of County under the Assigned License Agreements, or any of them, related to the construction of any other Improvements that are not included within the description of the Project Improvement(s).

2. Assumption. As of the Effective Date, and after Assignee’s completion of the Conditions Precedent prior to assignment in Section 3 below, Assignee hereby assumes the rights, interests, burdens and obligations of County under the Assigned License Agreements related to and necessary for the construction of the Project Improvement(s) and agrees to observe and fully perform all of the duties and obligations of County under the Assigned License Agreements with respect to such construction of the Project Improvement(s) and/or the use of the Temporary Entry Areas to facilitate such construction, and to be subject to all the terms and conditions thereof with respect to such construction and/or use of the Temporary Entry Areas.

MULTIPLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

3. Conditions Precedent. As provided in the Assigned License Agreements, prior to the County's execution of this Assignment and the assignment of any of the rights under the Assigned License Agreements, including without limitation, prior to any entry onto any of the Temporary Entry Areas pursuant to the Assigned License Agreements, the following conditions (the "**Conditions Precedent**") must be satisfied by Assignee as the Constructing Developer of the Project Improvement(s) to the satisfaction of the County: (i) the improvement plans for the Project Improvement(s) to be constructed thereby shall be completed and approved by the County; (ii) Assignee shall have entered into an improvement agreement with the County, in form acceptable to the County (an "**Improvement Agreement**"), establishing the terms and conditions for construction and completion of such Project Improvement(s); and, (iii) Assignee shall have posted security with the County in the form required by the Improvement Agreement to assure the timely completion of such Project Improvement(s).

4. Indemnity and Insurance. Without limiting the terms and conditions of the Assigned License Agreements, Assignee acknowledges and agrees that, upon the Effective Date of this Assignment and in consideration hereof, Assignee shall indemnify, protect, defend and hold harmless County, its contractors, agents or employees, and the Subject Owners from any loss, damage, claim or liability or costs (including reasonable attorney's fees) arising out of the Assignee's, or the Assignee's contractors, subcontractors, agents or employees (collectively, the "**Constructing Developer Parties**"), use of the License, including without limitation, any entry on the Subject Owners' properties, construction of the Project Improvement(s), or maintenance of the Project Improvement(s) pursuant to the License, unless such loss, damage, claim, liability or cost arises from the willful misconduct or active negligence of County or any Subject Owner(s) and the County or Subject Owners are not exempt as to responsibility pursuant to California Civil Code section 2782.1, 2782.2 or 2782.5. In particular, and without limitation thereof, Assignee shall keep the Subject Owners' properties free and clear of any and all mechanics', suppliers' and other similar liens arising out of or in connection with the construction of the Project Improvement(s) by the Constructing Developer Parties, and shall pay and discharge when due any and all lawful claims upon which any lien may or could be based. In the event any such liens do attach to a Subject Owner's property, then Assignee shall, immediately upon written notice from the Subject Owner or County, post an appropriate bond or take such other actions as may be necessary to remove the effect of the lien(s). If any such lien(s) is not removed within thirty (30) days of the Subject Owner's or County's written notice to do so, then notwithstanding the scheduled term of the License under the Assigned License Agreement, this Assignment and Assignee's rights under such License shall be deemed terminated and Assignee shall be fully responsible for removing the lien. Assignee's duties and obligations under this Section 4 shall survive the expiration or sooner termination of the License.

Prior to any entry within any of the Temporary Entry Areas of the Subject Owners' properties pursuant to the License under the Assigned License Agreements, Assignee shall cause its contractor to obtain and maintain the liability insurance required by the Assigned License Agreements and name the County and Subject Owners as additional insureds thereunder, and shall also require its contractor to indemnify, protect, defend and hold harmless the County, its contractors, agents or employees, and the Subject Owners to the same extent that Assignee is required to in this section. Proof of the insurance coverage identified in this paragraph shall be affirmatively provided to the County prior to entry within any of the Temporary Entry Areas.

MULTIPLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

5. Release and Substitution. The Parties intend hereby that, upon the Effective Date of this Assignment, including satisfaction of the Conditions Precedent therefor, County shall be partially released from any and all obligations under the Assigned License Agreements arising from and after the Effective Date of this Assignment with respect to the construction of the Project Improvement(s) and/or use of the Temporary Entry Areas to facilitate such construction and that Assignee shall become partially substituted for County as the “Constructing Developer” under the Assigned License Agreement with respect to the construction of the Project Improvement(s) and/or use of the Temporary Entry Areas to facilitate such construction.

6. Binding on Successors/Recordation. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns. Within ten (10) business days after the Effective Date, the County, at Assignee’s sole cost and expense, shall record this Assignment in the Official Records of Placer County.

7. Notice Address. The Notice Addresses for the Parties with respect to the construction of the License Agreements and this Assignment shall be:

County of Placer
Insert Street Address
City, State Zip Code
Attn: Contact Name

Developer Name
Developer Street Address
City, State Zip Code
Attn: Contact Name

8. Effective Date. This Assignment shall become effective and binding on the County and Assignee only on the date (the “**Effective Date**”) when (i) all of the Conditions Precedent described in Section 3 above have been satisfied by Assignee and (ii) this Assignment has been fully executed by the County and Assignee. The County’s execution of this Assignment shall be contingent upon and shall not be made by the authorized representative for the County below unless and until the County is satisfied that the foregoing Conditions Precedent have then been fully satisfied.

9. Notice to Subject Owners. Within ten (10) business days of the execution date of this Assignment, Assignee shall deliver a fully-executed copy of this Assignment to the Subject Owners at the addresses therefor in the Owner’s Development Agreement.

MULTIPLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

IN WITNESS HEREOF, the Parties hereto have executed this Assignment as of the day and year first above written. This Assignment may be signed in identical counterparts.

COUNTY:

ASSIGNEE:

**COUNTY OF PLACER,
a political subdivision**

**[INSERT DEVELOPER NAME, TYPE OF ENTITY
AND STATE OF ORGANIZATION]**

By: _____
Leslie Amsberry
County Surveyor

By: _____
Name, Title

By: _____
Name, Title

MULTIPLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

EXHIBIT A

Description and Map of Project Improvement(s) Subject to the Assignment of License Agreements

The “Project Improvements” that are the subject of this Assignment consist of those certain road, utility, and grading improvements within and/or serving development of the approved Placer Vineyards Specific Plan, as more particularly described in the following improvement plan set(s):

1. List Plan Set Title
2. List Plan Set Title

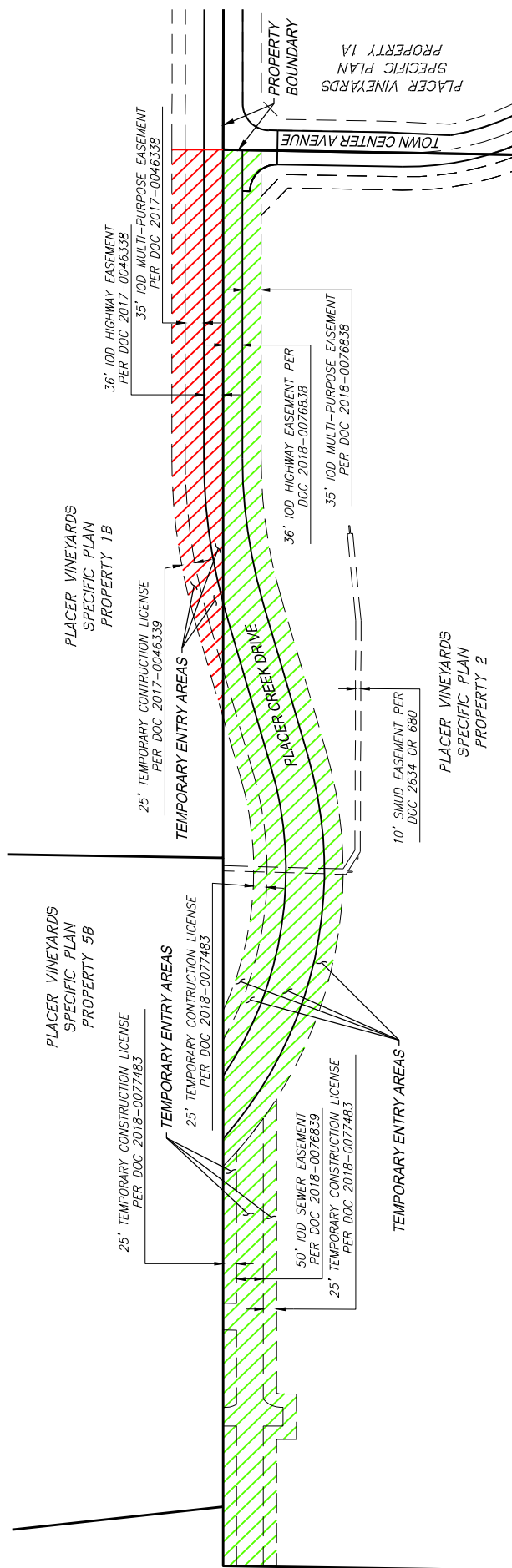
MULTIPLE OWNER TCL ASSIGNMENT AGREEMENT TEMPLATE

EXHIBIT B

ASSIGNED LICENSE AGREEMENTS AND CORRESPONDING IMPROVEMENT PLAN SETS FOR WHICH ASSIGNED LICENSES REQUIRED AND APPLICABLE TEMPORARY ENTRY AREAS OVER WHICH ACCESS IS NEEDED TO CONSTRUCT PROJECT IMPROVEMENT(S)

PVSP Property No.	Assigned License Agreement By Original Record Owner and Recording Information	Project Improvement Plan Set(s) for which Assigned Licenses Required/Apply	Subject Temporary Entry Areas(s), Per Attached Map Segment(s)
[Insert Prop No. for Each Property Affected by Work]	[Insert Identifying Information for TCL That Supports Installation of Applicable Improvement(s) Being Installed Within or Over Which Access is Required Due to Proximity to Property] Owner: Recorded: Instrument No.:	[Insert Applicable Improvement Plan Set Name(s) and Number(s) from Exhibit A List of Improvements for Improvement(s) To Be Installed Within or Where Access Needed over Affected Property]	[Attach Exhibit B Maps from Recorded TCLs to Show Temporary Entry Areas to be Used; Identify the Corresponding Segment Number(s) from the Exhibit A Map of Improvements Where Access Needed] Exhibit A, Segment 1 Segment __
	Owner: Recorded: Instrument No.:		Exhibit A Segment 2 Segment __
	Owner: Recorded: Instrument No.:		Segment __
	Owner: Recorded: Instrument No.:		Segment __
	Owner: Recorded: Instrument No.:		Segment __

ATTACHMENT B



0 300 600

SCALE: 1"=300'

*Property 1A - Placer Creek Drive
Temporary Construction License Assignment*

Placer Vineyards

Placer County
Scale 1"=300'

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189
California
March 4, 2021
18156.LEN.IA.2

3-3-05-2021	16:23:16	tmatson	P:\18156\LEN\DES\Exh-D\PIA2-TCA2 TCL Assignment.dwg
3-3-05-2021	16:23:16	tmatson	P:\18156\LEN\SRV\CS\D-CS-PIA-TCA2.dwg [3] P

ATTACHMENT C

Recording Requested by:

Return to:

Community Development Resource Agency
Engineering and Surveying Division
3091 County Center Drive, Suite 120
Auburn, CA 95603
Attention:

**THIS SPACE IS RESERVED
FOR THE RECORDER'S USE**

Placer Vineyards Development Phase 1
Placer Vineyards Property 1A – Phase 2
Improvement Plan No. ESD20-00329
Constructing Developer: Lennar Homes of California, Inc.,
a California corporation
Effective Date: _____

IMPROVEMENT AGREEMENT

PLACER VINEYARDS SPECIFIC PLAN (Development Phase 1: Property 1A – Phase 2 Project Improvement: Town Center Avenue and Offsite Sewer)

This Improvement Agreement is entered into by and between the County of Placer, hereinafter called "County," and Lennar Homes of California, Inc., a California corporation, hereinafter called "Constructing Developer," on the _____ day of _____, 2021.

RECITALS

1. Constructing Developer has received approval from County of that certain Placer Vineyards Development Phase - Phasing Plan ("the Development Phasing Plan") for development of certain properties ("the Development Phase") within the Placer Vineyards Specific Plan ("the Specific Plan"). A copy of the Development Phasing Plan is on file with the Placer County Community Development Resource Agency and by this reference incorporated herein. Constructing Developer is the owner of that certain portion of the Development Phase commonly referred to as Property 1A.

2. Constructing Developer desires to install the Project Improvements commonly referred to as Town Center Avenue and Offsite Sewer - Phase 2 improvements, as more particularly described in **Exhibit 1**, which is required by the Development Phasing Plan and approved tentative small lot subdivision map to support development of Property 1A within the Development Phase. Constructing Developer intends to seek further land use entitlements to develop Property 1A, including approval of final small lot subdivision maps

to subdivide Property 1A for development consistent with the Specific Plan and Development Phasing Plan, and desires that the County rely on this Agreement as assuring the construction of the Project Improvements when reviewing and approving such further entitlements for development of Property 1A.

3. Constructing Developer wishes to execute this Agreement as a condition precedent to installing the Project Improvements in order to comply with requirements for access and use of property to construct the Project Improvements required by the Development Phasing Plan.

4. A portion of the Project Improvements will be located within property adjacent to and south of Property 1A, commonly referred to as “Property 2.” Pursuant to the PVSP Development Agreement for Property 2, the owner of Property 2 (the “Property 2 Owner”) entered into that certain License Agreement for Grant of Temporary Construction License with the Placer Vineyards Development Group LLC (“PVDG”), dated October 4, 2018 and recorded in the Official Records of Placer County on October 24, 2018, as Document No. 2018-0077483-00 (the “Property 2 License Agreement”) that allows for entry onto Property 2 to install the portion of the Project Improvements located therein.

Due to the proximity of the Project Improvements to the property adjacent to Property 2 referred to as Property 1B, construction of the Project Improvements will also be facilitated by access onto Property 1B for mobilization of equipment. Pursuant to the PVSP Development Agreement for Property 1B, the owner of Property 1B (the “Property 1B Owner”) entered into that certain License Agreement for Grant of Temporary Construction License with the County, dated June 16, 2017 and recorded in the Official Records of Placer County on June 23, 2017, as Document No. 2017-0046339-00 (the “Property 1B License Agreement”) that allows for entry onto Property 1B associated with the installation of improvements within East Dyer Lane, including the portion of the Project Improvements to be located therein.

The Property 2 Owner and Property 1B Owner shall be referred to herein as the “Affected Owners” and the Property 2 License Agreement and Property 1B License Agreement shall be referred to herein as the “License Agreements.”

The License Agreements allow for the assignment of such rights of entry from PVDG or the County, as applicable, to a constructing developer, subject to the following conditions: (i) the improvement plans for the Project Improvements shall be completed and approved by the County; (ii) the assignee shall have entered into an improvement agreement with the County establishing the terms and conditions for construction and completion of the Project Improvements; and, (iii) the assignee shall have posted security with the County to assure the timely completion of such Project Improvements.

5. The Improvement Plans described herein for the Project Improvements have been substantially completed at this time. The Constructing Developer is willing to execute this Agreement and, upon approval of this Agreement by the County and upon receiving final approval of the improvement plans, to enter into its construction contract and post the security required to obtain a partial assignment from PVDG of the Property 2 License

Agreement and a partial assignment from the County of the Property 1B License Agreement (the "Partial Assignments of License Agreements"). These Partial Assignments of License Agreements are necessary for the contractor to obtain access to install the portion of the Project Improvements within Property 2 within which the Project Improvement will be installed, including access within Property 1B to facilitate such installation.

6. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.), this Agreement, the License Agreements, and the Partial Assignments of License Agreements.

AGREEMENT

7. **Improvement.** Constructing Developer agrees to complete the improvements (the "Project Improvements") shown on that certain final improvement plan set more particularly described in **Exhibit 1** attached hereto (the "Improvement Plans") submitted to, approved by, and filed with the Community Development Resource Agency. The Project Improvements described on the Improvement Plans is required as part of the Development Phasing Plan. The Project Improvements shall be completed in accordance with the requirements of the Map Act, the Development Phasing Plan, the Improvement Plans, the Standard Specifications of County improvement plans, and such other requirements as are included herein. Such work will be completed within thirty-six (36) months of the date of this Agreement.

8. **Acceptance of Improvement Upon Completion.** Upon satisfactory completion of the Project Improvements in accordance with the approved Improvement Plans, the Standard Specifications and the conditions of approval of the Development Phasing Plan related to the Project Improvements, County agrees to accept the Project Improvements as complete, subject to the provisions of Paragraph 10 hereof.

9. **Notice Regarding Construction.** Constructing Developer shall notify the Community Development Resource Agency 48 hours prior to commencement of construction of the Project Improvements, and shall notify any Affected Owners 48 hours prior to construction of Project Improvements on their respective properties.

10. **Warranty.** Constructing Developer agrees to remedy any defects in the Project Improvements to be owned or maintained by Placer County or other public agency or utility ("the Public Improvements") arising from faulty or defective design or construction of the Public Improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the Board of Supervisors. Some of Property 1A within the Development Phase may not commence development and connect to the Public Improvements until after the expiration of this initial warranty period. Notwithstanding this initial 12-month warranty from the Constructing Developer, if and when Constructing Developer seeks to connect its development of Property 1A after the initial 12-month warranty period to any portion of the Public Improvements that have not yet been placed into service, Constructing Developer will be obligated to: (i) conduct at Constructing Developer's sole expense and in the presence of staff for the agency or public utility

owning the Public Improvement(s) a maintenance survey and investigation of the installed Public Improvement(s), or portion thereof, that has yet to be put into service and is required to serve the Constructing Developer's property, (ii) as a condition of the development of its property and connection thereof to the Public Improvements for such service, cure to the satisfaction of the agency or utility owning such Public Improvement(s) any defects of the portion yet to be put in service of the Public Improvement(s) serving its property that are discovered by such investigation, and (iii) agree to remedy any defects in the Public Improvement(s) arising from faulty or defective design or construction of the Public Improvement(s) occurring for a period of twelve (12) months after the applicable portion of the Public Improvement(s) has been placed into use. Any defects discovered within the initial warranty period or additional warranty period as portions of the Public Improvements are brought on line shall be remedied to the reasonable satisfaction of the owner of the Public Improvements, and said remedy shall then be warranted by the Constructing Developer for a period of 12-months from the date of remediation of the remedied portion of the facility.

11. Indemnity and Hold Harmless.

A. The Constructing Developer hereby agrees to protect, defend, indemnify, and hold County and the Affected Owners free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Constructing Developer's performance pursuant to this contract or agreement. Constructing Developer agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Constructing Developer. Constructing Developer also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Constructing Developer or the County or to enlarge in any way the Constructing Developer's liability but is intended solely to provide for indemnification of County and the Affected Owners from liability for damages or injuries to third persons or property arising from Constructing Developer's performance pursuant to this contract or agreement.

B. Constructing Developer agrees to identify all existing utilities on the Improvement Plans and Specifications for the Project Improvements, and pay all costs and expenses for relocation of utilities, whether shown on such Improvement Plans and Specifications or not, and to defend and hold harmless County from any claims arising out of failure to show or relocate such utilities.

C. It is mutually understood that Constructing Developer will bear the full responsibility for losses incurred by destruction or damage to the Project Improvement, from any cause whatsoever, and shall bear full responsibility for costs incurred or reasonably necessary to repair any such damage or destruction to the Project

Improvements, until the Project Improvements are accepted by the County or other appropriate public agency.

As used in subsections (A) through (C) above, the term County means Placer County or its officers, agents, employees, and volunteers.

12. **Delay.** If the construction of the Project Improvements is delayed without fault of Constructing Developer, the time for completion thereof may be extended by the Director of the Community Development Resource Agency for such period of time as County may deem reasonable.

13. **Security.** Constructing Developer shall furnish to County security to ensure the faithful performance of all duties and obligations of Constructing Developer herein contained in substantially the same form and manner as required to secure acts or obligations in connection with recordation of subdivisions pursuant to Government Code Section 66499 et seq. and Placer County Code Section 16.16.050. Such improvement security shall be in a form and from a surety acceptable to the County Counsel. If bonds are submitted, Constructing Developer must provide documentation, in a form acceptable to the County Counsel, that the surety is duly admitted surety authorized to conduct business in the State of California. Furnishing of adequate security pursuant to this section is a condition precedent to assignment of the License Agreements by PVDG and the County, and to construction of the Project Improvements by the Constructing Developer.

The posting of such security shall not excuse, waive or reduce Constructing Developer's obligation hereunder to complete the Project Improvements as and when required hereunder. The County's acceptance of such security shall not create any obligation on the County, in the event of any default by Constructing Developer or its contractor to complete the Project Improvements, to enforce the security or assume any responsibility to complete the Project Improvements.

In addition to posting such security, in all acquisition agreements between the Constructing Developer and the County related to community facilities financing districts ("CFDs") that may include funding for the Project Improvements, Constructing Developer shall include language in such agreements allowing the County, at its discretion, to use the CFD proceeds to fund the completion of the Project Improvements upon any default by Constructing Developer hereunder, similar to the default language included in Section 7.2 of the acquisition agreement between the Constructing Developer and the County for the CMFA BOLD Program CFD No. 2019-1.

Such security shall be in the following amounts for the following purposes:

A. **Faithful Performance:** One hundred percent (100%) of the estimated cost of the Public Improvement securing performance of this Agreement, which estimated cost is in the amount of: Four Million Seven Hundred Twenty-Four Thousand Seven Hundred Forty-Seven Dollars (\$4,724,747).

B. **Labor and Materials:** One hundred percent (100%) of the estimated cost of the Public Improvement, as set forth in Paragraph A immediately preceding, securing payment to the contractor of improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.

For reference: The cost to complete the Project Improvement is estimated to be \$4,816,197 and includes the Public Improvement, estimated to cost \$4,724,747.

See **Exhibit 2** attached hereto for security amounts.

14. **Irrevocability of Security.** The improvement security furnished pursuant to Paragraph 13 shall be irrevocable, shall not be limited as to time (except as to the 12 month period specified in Paragraph 10), and shall provide that it shall be released, in whole or in part, only upon the written approval of the Director of the Community Development Resource Agency.

15. **Legal Jurisdiction.** This contract is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Contract it shall be subject to the interpretation under the laws of the State of California and any legal proceedings shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any federal court removal and/or original jurisdiction rights it may have.

16. **Release of Remaining Security.** At the conclusion of the construction of the Project Improvements, and upon written acceptance of them by the Board of Supervisors and approval of a Notice of Completion, the Director of the Community Development Resource Agency shall authorize the release of the security provided pursuant to Paragraph 13 in the same manner as provided by Government Code Section 66499.7.

17. **Insurance.** Constructing Developer shall file, with County, prior to commencement of construction of the Project Improvements, a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-:VII showing:

A. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Constructing Developer's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - “This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer”.

Waiver of Subrogation - The workers’ compensation policy shall be endorsed to state that the workers’ compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Constructing Developer.

Constructing Developer shall require all Subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. GENERAL LIABILITY INSURANCE:

- a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Constructing Developer, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) Contractual liability insuring the obligations assumed by Constructing Developer in this Agreement.
- b. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- c. If Constructing Developer’s contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- d. If Constructing Developer’s contractor carries a Commercial General Liability (Occurrence) policy:
 - (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→ One million dollars (\$1,000,000) for Products-Completed Operations

→ Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

e. Special Claims Made Policy Form Provisions:

Constructing Developer shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

→ One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→ One million dollars (\$1,000,000) aggregate for Products Completed Operations

→ Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by Constructing Developer's contractor shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

C. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as additional insureds for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- b. "The insurance provided by the Constructing Developer's contractor, including any excess liability or umbrella form coverage, is primary coverage

to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

- c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

D. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

E. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The Constructing Developer's contractor shall be responsible for all deductibles in all of the Constructing Developer's contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

Constructing Developer's Obligations – Constructing Developer's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage – Constructing Developer shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the Constructing Developer to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

- 18. **Monuments.** Constructing Developer agrees to install such survey monuments as depicted on the Improvement Plans for the Project Improvements, and to replace any existing monuments disturbed or destroyed by construction of the Project Improvements.

19. **Failure of Performance.** In the event Constructing Developer or its contractor fails to perform one or more of the conditions herein, County shall have recourse to the security given to guarantee the performance of such acts. County shall have recourse against so much of the security as is necessary to discharge the responsibility of Constructing Developer hereunder. County shall have recourse against Constructing Developer for any and all amounts necessary to complete the obligations of Constructing Developer in the event the security therefore is insufficient to pay such amounts, or in the case of a bond, if the surety has not issued payment within ninety (90) days of the County's submittal of a demand for payment. All administrative costs incurred by the County, in addition to the costs of the Project Improvements, shall be a proper charge against the security and/or Constructing Developer. The County may elect, in its discretion, to enforce the security to complete such work.

20. **Attorney's Fees.** In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefore, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the court.

21. **Agreement Binding on Successors/Effective Execution.** This Agreement shall be binding upon all the heirs, successors, and assigns of either party.

22. **Development Phasing Plan Controlling.** To the extent any provision of this Agreement conflicts with any terms, conditions or provisions of the approved Development Phasing Plan, the applicable term, condition or provision of such Development Phasing Plan shall control, and no action taken pursuant to this Agreement which conflicts with any term, condition or provision of the approved Development Phasing Plan shall relieve the person taking such action from compliance with the terms, conditions and provisions of the Development Phasing Plan.

23. **Other Provisions: Restricted Development Pending Completion of Project Improvement.** So long as Constructing Developer is not in breach of this Agreement, the County acknowledges that Constructing Developer may rely on this Agreement and proceed with processing final small-lot subdivision maps for Property 1A within the Development Phase without having to separately commit to construct or post additional security to complete the Project Improvements required to serve such property. Notwithstanding the foregoing, Constructing Developer will be obligated to enter into a separate subdivision improvement agreement and post separate security to assure the completion of its in-tract subdivision improvements and any other required improvements other than the Project Improvements. Prior to acceptance of the Project Improvements by the County, and subject to compliance with Section 3.5.3.1 or 3.5.3.2, as applicable, of the Constructing Developer's Development Agreement and with Section 105.1.4 of the California Building Code (2016 Ed., added to the County's building code pursuant to Section 15.04.070 of the County Code), Constructing Developer may also obtain building permits with a non-occupancy restriction for up to twenty percent (20%) of the total number of lots within Constructing Developer's single family subdivision within Property 1A of the Development Phase. Provided, however, Constructing Developer will be

assuming the risk, when electing to proceed with recordation of any final small-lot subdivision maps and/or to obtain any such building permits with a non-occupancy restriction, that the County will not issue certificates of occupancy for any such occupancy-restricted units (except as may otherwise be allowed for model home uses in accordance with the foregoing Code requirements) unless and until the Project Improvement is accepted by the County.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

COUNTY OF PLACER

Dated:

By: _____
CHAIR OF THE PLACER COUNTY
BOARD OF SUPERVISORS

(Printed Name)

CONSTRUCTING DEVELOPER:

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation

Dated:

By: _____
Larry Gualco, Vice President

APPROVED AS TO FORM

PLACER COUNTY COUNSEL'S OFFICE

Dated:

By: _____
COUNTY COUNSEL

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

State of _____)

County of _____)

On this _____ day of _____, 20____, before me

(Notary Name and Title) _____NOTARY PUBLIC,

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

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

WITNESS my hand and official seal (SEAL)

Notary Public in and for said county and state

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

State of _____)

County of _____)

On this _____ day of _____, 20____, before me

(Notary Name and Title) _____NOTARY PUBLIC,

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

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

WITNESS my hand and official seal (SEAL)

Notary Public in and for said county and state

EXHIBIT 1

Description of Project Improvements

The “Project Improvements” that are the subject of this Agreement consist of those certain roadway, storm drainage, water and recycled water, and sanitary sewer improvements to be installed within portions of Town Center Avenue and East Dyer Lane within Property 1A and Property 2 of the Placer Vineyards Specific Plan, as more particularly described in the following improvement plan set, on file with the Placer County Community Development Resource Agency:

Placer Vineyards Property 1A – Phase 2

1. Improvement Plans for Placer Vineyards – Property 1A - Phase 2 Town Center Avenue and Offsite Sewer (ESD20-00329)

EXHIBIT 2

Engineer's Opinion of Cost

for

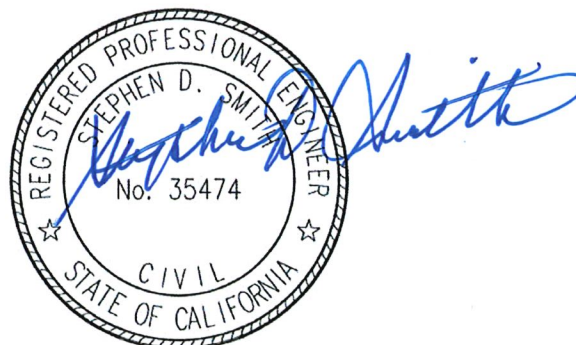
**Placer Vineyards Property 1A - Phase 2
Town Center Avenue
(ESD 20-00329)**

A RESIDENTIAL PROJECT BY LENNAR

Placer County, California

February 25, 2021

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189



Engineer's Opinion of Cost
Placer Vineyards Property 1A - Phase 2
Town Center Avenue (ESD20-00329)
Placer County

Based on 2nd Submittal Improvement Plans Dated February 2021

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	PUBLIC COST
I. GRADING AND EROSION CONTROL						
1.	1	AC	Clear and Grub	\$500.00	\$300	\$300
2.	3,895	CY	Excavation (Basins and Access Road)	\$15.00	\$58,425	\$58,425
3.	1	EA	Stabilized Construction Entrance	\$4,500.00	\$4,500	\$0
4.	4,550	LF	Temporary Construction Fencing	\$15.00	\$68,250	\$0
5.	580	LF	Tree Protective Fencing	\$15.00	\$8,700	\$0
6.	20,000	LF	Fiber Roll	\$5.00	\$100,000	\$100,000
7.	2	AC	Hydroseed	\$3,000.00	\$6,000	\$6,000
TOTAL GRADING AND EROSION CONTROL					\$246,175	\$164,725
II. STREETWORK						
1.	58,410	SF	5.5" AC / 10" AB on Lime Treated Subgrade	\$7.25	\$423,473	\$423,473
2.	8,160	SF	4" AC / 8" AB on Lime Treated Subgrade	\$5.90	\$48,144	\$48,144
3.	20,175	SF	3" AC / 10" AB on Lime Treated Subgrade	\$6.50	\$131,138	\$131,138
4.	26,900	SF	3" Hot Mix Asphalt / 8" AB (Sewer Access Road)	\$5.25	\$141,225	\$141,225
5.	3,800	SF	6" AB Basin/Open Space Access Roads	\$3.00	\$11,400	\$11,400
6.	920	SF	Sawcut and Replace Existing Driveway	\$9.75	\$8,970	\$8,970
7.	178	LF	Street Barricade, Standard	\$50.00	\$8,900	\$8,900
8.	6	EA	Sidewalk Barricade, Standard	\$1,150.00	\$6,900	\$6,900
9.	1	EA	Street Barricade Gates	\$750.00	\$750	\$750
10.	45	LF	Remove Existing Street Barricade	\$5.00	\$225	\$225
11.	51,175	SF	Landscaping	\$8.50	\$434,988	\$434,988
12.	3	EA	Street Monuments	\$995.00	\$2,985	\$2,985
13.	1	LS	Signage & Striping	\$28,000.00	\$28,000	\$28,000
14.	1	LS	Traffic Control	\$10,000.00	\$10,000	\$0
TOTAL STREETWORK					\$1,257,097	\$1,247,097

Engineer's Opinion of Cost
Placer Vineyards Property 1A - Phase 2
Town Center Avenue (ESD20-00329)
Placer County

Based on 2nd Submittal Improvement Plans Dated February 2021

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	PUBLIC COST
III.	CONCRETE WORK					
1.	24	LF	Type 1A Curb & Gutter	\$25.00	\$600	\$600
2.	2,950	LF	Type 1 Curb & Gutter	\$29.00	\$85,550	\$85,550
3.	135	LF	Type A1-6 Median Barrier Curb	\$22.00	\$2,970	\$2,970
4.	480	LF	Bus Turnout Barrier Curb	\$12.00	\$5,760	\$5,760
5.	4,670	SF	8" PCC / 6" AB Bus Turnout	\$15.00	\$70,050	\$70,050
6.	22,600	SF	6" PCC Sidewalk / Bike Path	\$6.50	\$146,900	\$146,900
7.	4	EA	Pedestrian Ramps	\$1,750.00	\$7,000	\$7,000
			TOTAL CONCRETE WORK		\$318,830	\$318,830
IV.	STORM DRAINAGE					
1.	3	EA	48" Standard Storm Drain Manhole	\$7,850.00	\$23,550	\$23,550
2.	1	EA	60" Standard Storm Drain Manhole	\$9,975.00	\$9,975	\$9,975
3.	1	EA	60" Standard Storm Drain Manhole w/ Flat Slab Top	\$9,975.00	\$9,975	\$9,975
4.	3	EA	72" Standard Storm Drain Manhole w/ Flat Slab Top	\$11,500.00	\$34,500	\$34,500
5.	2	EA	84" Standard Storm Drain Manhole w/ Flat Slab Top	\$21,500.00	\$43,000	\$43,000
6.	623	LF	12" Storm Drain Pipe, HDPE	\$65.00	\$40,495	\$40,495
7.	26	LF	12" Storm Drain Pipe, RCP CL III	\$70.00	\$1,820	\$1,820
8.	53	LF	12" Storm Drain Pipe, RCP CL V	\$75.00	\$3,975	\$3,975
9.	239	LF	15" Storm Drain Pipe, HDPE	\$67.00	\$16,013	\$16,013
10.	148	LF	15" Storm Drain Pipe, RCP CL V	\$80.00	\$11,840	\$11,840
11.	148	LF	15" Storm Drain Pipe Concrete Cap	\$25.00	\$3,700	\$3,700
12.	29	LF	24" Storm Drain Pipe, RCP CL V	\$125.00	\$3,625	\$3,625
13.	29	LF	24" Storm Drain Pipe, RCP CL V, Concrete Cap	\$50.00	\$1,450	\$1,450
14.	475	LF	30" Storm Drain Pipe, HDPE	\$105.00	\$49,875	\$49,875
15.	64	LF	30" Storm Drain Pipe, RCP CL III	\$110.00	\$7,040	\$7,040
16.	35	LF	30" Storm Drain Pipe, RCP CL V	\$120.00	\$4,200	\$4,200
17.	35	LF	30" Storm Drain Pipe, RCP CL V, Concrete Cap	\$75.00	\$2,625	\$2,625
18.	54	LF	42" Storm Drain Pipe, RCP CL III	\$125.00	\$6,750	\$6,750
19.	54	LF	42" Storm Drain Pipe, RCP CL III, Concrete Cap	\$100.00	\$5,400	\$5,400
20.	168	LF	24"x38" Horizontal Elliptical, RCP CL V	\$225.00	\$37,800	\$37,800
21.	168	LF	24"x38" Horizontal Elliptical, RCP CL V, Concrete Cap	\$125.00	\$21,000	\$21,000
22.	387	LF	29"x45" Horizontal Elliptical, RCP CL V	\$250.00	\$96,750	\$96,750

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Engineer's Opinion of Cost
Placer Vineyards Property 1A - Phase 2
Town Center Avenue (ESD20-00329)
Placer County

Based on 2nd Submittal Improvement Plans Dated February 2021

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	PUBLIC COST
23.	387	LF	29"x45" Horizontal Elliptical, RCP CL V, Concrete Cap	\$150.00	\$58,050	\$58,050
24.	4	EA	Temporary HDPE Riser	\$4,000.00	\$16,000	\$16,000
25.	1	EA	Drain Inlet, Type "G1"	\$5,100.00	\$5,100	\$5,100
26.	7	EA	Drain Inlet, Type "GO"	\$5,100.00	\$35,700	\$35,700
27.	2	EA	12" Temporary Metal Flared End Section w/ Rock Outfall Protection	\$995.00	\$1,990	\$1,990
28.	1	EA	30" Storm Drain Outfall Headwall	\$37,500.00	\$37,500	\$37,500
29.	1	EA	42" Storm Drain Outfall Headwall	\$45,000.00	\$45,000	\$45,000
30.	1	LS	Bioretention Basin (SD Outfall-7)	\$25,000.00	\$25,000	\$25,000
31.	1	LS	Bioretention Basin (SD Outfall-6)	\$30,000.00	\$30,000	\$30,000
TOTAL STORM DRAINAGE					\$689,698	\$689,698
V. WATER SYSTEM						
1.	1	EA	Connect to Existing Water Main	\$3,500.00	\$3,500	\$3,500
2.	161	LF	12" Water Main Incl fittings, valves & restrained lengths, DIP CL 350	\$88.00	\$14,168	\$14,168
3.	1,705	LF	16" Water Main Incl fittings, valves & restrained lengths DIP CL 350	\$145.00	\$247,225	\$247,225
4.	2	EA	12" Gate Valve Assembly	\$3,350.00	\$6,700	\$6,700
5.	2	EA	16" Gate Valve Assembly	\$7,500.00	\$15,000	\$15,000
6.	4	EA	Fire Hydrant w/ Tee, Valve, & 6" Lead	\$10,500.00	\$42,000	\$42,000
7.	1	EA	1.5" Irrigation Water Service with Meter Box	\$2,500.00	\$2,500	\$2,500
8.	2	EA	2" Temporary Blowoff Valve	\$2,200.00	\$4,400	\$4,400
9.	1	EA	4" Temporary Blowoff Valve	\$45,000.00	\$45,000	\$45,000
TOTAL WATER SYSTEM					\$380,493	\$380,493
VI. RECYCLED WATER SYSTEM						
1.	1	EA	Connect to Existing Recycled Water Main	\$3,500.00	\$3,500	\$3,500
2.	20	LF	6" Water Main Incl fittings, valves & restrained lengths, DIP CL 350	\$60.00	\$1,200	\$1,200
3.	1,346	LF	6" Water Main Incl fittings, valves & restrained lengths PVC C900 CL150	\$55.00	\$74,030	\$74,030
4.	120	LF	8" Water Main Incl fittings, valves & restrained lengths, DIP CL 350	\$68.00	\$8,160	\$8,160
5.	2,069	LF	8" Water Main Incl fittings, valves & restrained lengths PVC C900 CL150	\$60.00	\$124,140	\$124,140
6.	7	EA	6" Gate Valve Assembly	\$2,150.00	\$15,050	\$15,050
7.	5	EA	8" Gate Valve Assembly	\$2,350.00	\$11,750	\$11,750
8.	6	EA	2" Temporary Blowoff Valve	\$2,200.00	\$13,200	\$13,200
9.	1	EA	2" Permanent Blowoff Valve	\$2,200.00	\$2,200	\$2,200
TOTAL RECYCLED WATER SYSTEM					\$253,230	\$253,230

Engineer's Opinion of Cost
Placer Vineyards Property 1A - Phase 2
Town Center Avenue (ESD20-00329)
Placer County

Based on 2nd Submittal Improvement Plans Dated February 2021

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	PUBLIC COST
VII.			SANITARY SEWER SYSTEM			
1.	273	LF	8" Sanitary Sewer Pipe	\$68.00	\$18,564	\$18,564
2.	2,174	LF	10" Sanitary Sewer Pipe	\$72.00	\$156,528	\$156,528
3.	65	LF	12" Sanitary Sewer Pipe	\$75.00	\$4,875	\$4,875
4.	1,340	LF	15" Sanitary Sewer Pipe	\$80.00	\$107,200	\$107,200
5.	821	LF	18" Sanitary Sewer Pipe	\$85.00	\$69,785	\$69,785
6.	16	EA	72" Sanitary Sewer Manhole	\$36,000.00	\$576,000	\$576,000
7.	12	EA	Plug & Mark End	\$2,500.00	\$30,000	\$30,000
			TOTAL SANITARY SEWER SYSTEM		\$962,952	\$962,952
VIII.			MISCELLANEOUS			
1.	86	LF	2" Irrigation/Electrical Sleeves	\$15.00	\$1,290	\$1,290
2.	376	LF	3" Irrigation/Electrical Sleeves	\$15.00	\$5,640	\$5,640
3.	580	LF	4" Irrigation/Electrical Sleeves	\$20.00	\$11,600	\$11,600
4.	576	LF	6" Irrigation/Electrical Sleeves	\$20.00	\$11,520	\$11,520
5.	1,682	LF	Post and Cable Fencing	\$11.25	\$18,923	\$18,923
6.	2,775	LF	6' Proto-II Masonry Wall	\$100.00	\$277,500	\$277,500
7.	2	EA	Removable Bollards	\$500.00	\$1,000	\$1,000
			TOTAL MISCELLANEOUS		\$327,473	\$327,473
IX.			DRY UTILITIES			
1.	12	EA	Street Light Including Conduit, Wiring, and Appurtenances	\$9,500.00	\$114,000	\$114,000
2.	1	EA	Street Light Service Point	\$7,500.00	\$7,500	\$7,500
3.	1,725	LF	Joint Trench	\$150.00	\$258,750	\$258,750
			TOTAL DRY UTILITIES		\$380,250	\$380,250

Engineer's Opinion of Cost
Placer Vineyards Property 1A - Phase 2
Town Center Avenue (ESD20-00329)
Placer County

Based on 2nd Submittal Improvement Plans Dated February 2021

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	PUBLIC COST
			<u>COST SUMMARY</u>			
		I.	GRADING AND EROSION CONTROL		\$246,175	\$164,725
		II.	STREET WORK		\$1,257,097	\$1,247,097
		III.	CONCRETE WORK		\$318,830	\$318,830
		IV.	STORM DRAINAGE		\$689,698	\$689,698
		V.	WATER SYSTEM		\$380,493	\$380,493
		VI.	RECYCLED WATER SYSTEM		\$253,230	\$253,230
		VII.	SANITARY SEWER SYSTEM		\$962,952	\$962,952
		VIII.	MISCELLANEOUS		\$327,473	\$327,473
		IX.	DRY UTILITIES		\$380,250	\$380,250
			TOTAL :		\$4,816,197	\$4,724,747