

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446
Attn: City Engineer

Exempt from recording fee, per Government Code Section 6105.

SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT:	July 16, 2024
NAME OF SUBDIVIDER:	River Oaks Reserve, LLC
TRACT MAP NO. 3105-3:	at Book _____ and Page(s) _____
TENTATIVE MAP RESOLUTION OF APPROVAL NO. 17-032	
SURETY NAME:	_____
TRACT MONUMENTATION BOND:	<u>\$ 78,370</u>
TRACT PERFORMANCE BOND:	<u>\$ 3,105,625</u>
TRACT LABOR & MATERIALS (PAYMENT) BOND:	<u>\$ 1,552,813</u>
BUENA VISTA ROAD PERFORMANCE:	<u>\$576,918.50</u>
BUENA VISTA ROAD LABOR AND MATERIALS:	<u>\$288,459.25</u>
ESTIMATED TOTAL COST OF ALL IMPROVEMENTS:	<u>\$ 5,602,185.75</u>

This Agreement is made and entered into by and between the **CITY OF EL PASO DE ROBLES**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) and **RIVER OAKS RESERVE, LLC** a California limited liability company (hereinafter referred to as “**SUBDIVIDER**”).

RECITALS

A. **SUBDIVIDER** has presented to **CITY** for approval and recordation, a final subdivision map of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California and **CITY**’s ordinances and regulations relating to the filing, approval, and recordation of subdivision maps, The Subdivision Map Act and **CITY**’s ordinances and

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regulations relating to the filing, approval, and recordation of subdivision maps are collectively referred to in this Agreement as the “Subdivision Laws”. A legal description of the property (the “Property”) that is the subject of the subdivision map is attached hereto as Exhibit “A” and incorporated herein by reference.

B. A tentative map of the Subdivision has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this Agreement by reference.

C. The Subdivision Laws establish as a condition precedent to the approval of a final map that **SUBDIVIDER** must have complied with the Resolution of Approval and must have either (1) completed, in compliance with **CITY** standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval, or (2) have entered into a secured agreement with **CITY** to complete the improvements and land development within a period of time specified by **CITY**.

D. In consideration of approval of a final map for the Subdivision by the City Council, **SUBDIVIDER** desires to enter into this Agreement, whereby **SUBDIVIDER** promises to install and complete, at **SUBDIVIDER**'s own expense, all the public improvement work required by **CITY** in connection with the proposed Subdivision as set forth herein. **SUBDIVIDER** has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.

E. Complete Improvement Plans for the construction, installation, and completion of the improvements have been prepared by **SUBDIVIDER** and approved by the City Engineer on **February 8, 2024**. The Improvement Plans for **TRACT MAP NO. 3105-2** are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public improvements and performing land development work in connection with the improvements according to the Improvement Plans has been made and had been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as **Exhibit “B”** to this Agreement, and incorporated herein by reference.

G. **CITY** has adopted standards for the construction and installation of improvements within **CITY**, ‘The Improvement Plans have been prepared in conformance with **CITY** standards in effect on the date of approval of the Resolution of Approval.

H. Prior to completion of the required improvements and their acceptance by **CITY**, it is necessary that certain monuments and stakes, as specified on the final map for the Subdivision, shall be installed and also that street signs be placed at intersections.

I. **SUBDIVIDER** recognizes that by approval of the final map for Subdivision, **CITY** has conferred substantial rights upon **SUBDIVIDER**, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the Property within

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the Subdivision. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER's failure to perform its obligations under this Agreement, including, but not limited to, SUBDIVIDER's obligation to commence construction of the improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default, by the SUBDIVIDER shall be within the sole discretion of CITY.

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the final map of the Subdivision, SUBDIVIDER and CITY agree as follows:

1. SUBDIVIDER's Obligations to Construct Improvements.
SUBDIVIDER shall:

a. Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws.

b. Complete, at SUBDIVIDER's own expense, all the public improvement work required on the Tentative Map and Resolution of Approval in material conformance with approved Improvement Plans and the CITY standards as follows:

IMPROVEMENT

DEADLINE DATE

IMPROVEMENTS (Public):

All Public Improvements Included in Exhibit B

[December 31, 2025]

NOTE: Subject to any extensions of time approved under Section 22, all improvements must be completed by December 31, 2025.

SUBDIVIDER agrees that CITY may impose necessary changes to the scope of the improvement work if CITY determines in its reasonable discretion that such changes are necessary and incidental to the successful completion and function of the improvements or required to meet CITY's standards.

c. Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans and CITY standards.

d. Acquire and dedicate, or pay the cost of acquisition by CITY, of all rights-of-way, easements and other interests in real property for construction or installation of the public improvements, free and clear of all liens and encumbrances. The SUBDIVIDER's obligations with regard to acquisition by CITY of off-site rights-of-way, easements, and other interests in real property shall be subject to a separate agreement between SUBDIVIDER and CITY. SUBDIVIDER shall also be responsible for obtaining any public or private drainage easements or authorization to accommodate the Subdivision.

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e. Commence construction of the improvements by the time established in Section 22 of this Agreement and complete the improvements by the deadline stated in Paragraph 1(b) above, unless a time extension is granted by the **CITY** as authorized in Section 22.

f. Install all Subdivision monuments required by law prior to the completion and acceptance of the public improvements by **CITY**.

g. Install street name signs conforming to **CITY** standards. If permanent street name signs have not been installed before acceptance of the improvements by **CITY**, **SUBDIVIDER** shall install temporary street name signs according to such conditions as the City Engineer may require.

h. **CITY** and **SUBDIVIDER** recognize and agree that the Final Map and this Agreement are intended to be held by the **CITY**, and not transmitted to the County Recorder's Office, pending the funding of the loan to **SUBDIVIDER**'s successor in interest. In the event, for whatever reason, such loan does not fund, **CITY** and **SUBDIVIDER** agree that this Agreement, and all obligations of **SUBDIVIDER** hereunder, shall terminate and no longer be of any force or effect. In such event, **CITY** shall be entitled to revert the subject property to acreage, without objection by **SUBDIVIDER**, and **CITY** shall issue a release of any and all bonds required by this Agreement.

i. The construction plans and specifications for the improvements shall be prepared in all material respects in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The improvements shall be completed in all material respects in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

j. **SUBDIVIDER** and its contractors, if any, shall perform all work required to construct the improvements under this Agreement in a skillful and workmanlike manner, and consistent in all material respects with the standards generally recognized as being employed by professionals in the same discipline in the State of California. **SUBDIVIDER** represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. **SUBDIVIDER** warrants that all of its employees, if any, and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2. **Acquisition and Dedication of Easements or Rights-of-Way.** If any of the public improvement and land development work contemplated by this Agreement is to be constructed or installed on land not owned by **SUBDIVIDER**, no construction or installation shall be commenced before:

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a. The offer of dedication to **CITY** of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or

b. The dedication to, and acceptance by, the **CITY** of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or

c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. **SUBDIVIDER** shall comply in all respects with the order of possession,

3. Security. **SUBDIVIDER** shall at all times guarantee **SUBDIVIDER**'s performance of this Agreement by furnishing to **CITY**, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by **CITY** for the purposes and in the amounts as follows:

a. To assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and

b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor, materials for the improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and

c. To guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by **CITY** against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements; and

d. **SUBDIVIDER** shall also furnish to **CITY** good and sufficient security in the amount of 100% of the estimated cost of setting Subdivision monuments as stated previously in this Agreement,

e. The surety for any surety bonds provided as security shall have a current A.M. Best's rating of no less than A: VIII, shall be authorized to do business in the State of California, and shall be satisfactory to **CITY**. As part of the obligation secured by the security and in addition to the face amount of the security, **SUBDIVIDER** or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by **CITY** in enforcing the obligations of this Agreement. **SUBDIVIDER** and its surety stipulate and agree that no change, extension of time, alteration, or addition to' the terms of this Agreement, the public improvements, or the plans and specifications for the public improvements shall in any way affect its obligation on the security.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on Page 1 of this Agreement are incorporated into this Agreement by this reference, If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made

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a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released,

4. Alterations to Improvement Plans.

a. Any changes, alterations or additions to the improvement plans and specifications or to the improvements, not exceeding 10% of the original estimated cost of the improvement, which are determined by CITY to be necessary and incidental to the successful completion and function of the improvements or required to meet CITY standards, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, **SUBDIVIDER** shall provide improvement security for faithful performance as required by Paragraph 3 of this Agreement for 100% of the total estimated cost of the improvement as changed, altered, or amended, minus any completed partial releases allowed by Paragraph 6 of this Agreement.

b. **SUBDIVIDER** shall construct the improvements in accordance with CITY standards in effect at the time of adoption of the Resolution of Approval. CITY reserves the right, in its reasonable discretion, to modify the standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or comply with applicable State or Federal law or CITY zoning ordinances. If **SUBDIVIDER** requests and is granted an extension of time for completion of the improvements, CITY may apply the standards in effect at the time of the extension,

5. Observation of Construction. **SUBDIVIDER** shall at all times maintain proper facilities and safe access for observation of the public improvements by the CITY and to the shops wherein any work is in preparation. Upon completion of the work, **SUBDIVIDER** may request a final walk through by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determine that the work has been completed in accordance with this Agreement, then the City Engineer shall recommend acceptance of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been determined to have been completed in accordance with the Improvement Plans and CITY standards. **SUBDIVIDER** shall bear all costs of the CITY observation of construction.

6. Release of Securities. The securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof,

b. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom lien have been filed and of which notice has been given to the legislative body, plus an amount reasonably determined by the City Engineer to be required to assure the

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performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

c. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 10, the warranty period shall not commence until final acceptance of all the work and improvements by the City Council.

d. CITY may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

7. **Injury to Public Improvements, Public Property or Public Utilities Facilities.** SUBDIVIDER shall replace or have replaced, or repair or have repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed by reason of any work done under this Agreement which is within SUBDIVIDER'S control, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

8. **Permits.** SUBDIVIDER shall, at SUBDIVIDER's expense, ensure that his/her contractors obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

9. **Default of SUBDIVIDER.**

a. Default of SUBDIVIDER shall include, but not be limited to, SUBDIVIDER's failure to timely commence construction of this Agreement; SUBDIVIDER's failure to timely cure any defect in the improvements; SUBDIVIDER's failure to perform substantial construction work for a period of 20 calendar days after commencement of the work, unless such delay is beyond the reasonable control and without misconduct or negligence of SUBDIVIDER; SUBDIVIDER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which SUBDIVIDER fails to discharge within 30 days; the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or SUBDIVIDER's material failure to perform any other obligation under this Agreement.

b. CITY reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER's obligations under this Agreement. CITY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate CITY's damages in event of default by SUBDIVIDER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction, or installation of the improvements and, therefore, CITY's damages for SUBDIVIDER's default shall be measured by the cost of completing the required improvements. The sums provided by the

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improvement security may be used by **CITY** for the completion of the public improvements in accordance with the improvement plans and specifications contained herein.

In the event of **SUBDIVIDER**'s default under this Agreement, **SUBDIVIDER** authorizes **CITY** to perform such obligation 20 days after mailing written notice of default to **SUBDIVIDER** and to **SUBDIVIDER**'s surety, and agrees to pay the entire cost of such performance by **CITY**.

CITY may take over the work and prosecute the same to completion, by contract or by any other method **CITY** may deem advisable, for the account and at the expense of **SUBDIVIDER**, and **SUBDIVIDER**'s surety shall be liable to **CITY** for any excess cost or damages occasioned **CITY** thereby; and, in such event, **CITY**, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to **SUBDIVIDER** as may be on the site of the work and necessary for the performance of the work.

c. Failure of **SUBDIVIDER** to materially comply with the terms of this Agreement shall constitute consent to the filing by **CITY** of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection c. is in addition to and not in lieu of other remedies available to **CITY**. **SUBDIVIDER** agrees that the choice of remedy or remedies for **SUBDIVIDER**'s breach shall be in the discretion of **CITY**.

d. In the event that **SUBDIVIDER** materially fails to perform any obligation hereunder, **SUBDIVIDER** agrees to pay all costs and expenses incurred by **CITY** in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

e. The failure of **CITY** to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of **SUBDIVIDER**.

10. Warranty.

a. **SUBDIVIDER** shall guarantee or warranty the work done pursuant to Section 1 of this Agreement for a period of one year after final acceptance by the City Council of the work and improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by **SUBDIVIDER** fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, **SUBDIVIDER** shall without delay and without any cost to **CITY**, repair, or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. **SUBDIVIDER** further acknowledges and understands within the one (1) year warranty period as the project is accepted as final, **SUBDIVIDER** will bear the total responsibility for all repair and/or replacement of the improvements as installed, reserving to **SUBDIVIDER** the right of recourse or indemnity against any third party who causes damage to such improvements. Should **SUBDIVIDER** fail to act promptly or in accordance with this replacement, **SUBDIVIDER** hereby authorizes **CITY**, at

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CITY's option, to perform the work 20 days after mailing written notice of default to **SUBDIVIDER** and, to **SUBDIVIDER**'s surety, and agrees to pay the cost of such work by **CITY**. Should **CITY** determine that an urgency requires repairs or replacements to be made before **SUBDIVIDER** can be notified, **CITY** may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and **SUBDIVIDER** shall pay to **CITY** the cost of such repairs,

b. **SUBDIVIDER**'s warranty shall include the responsibility for the maintenance of landscaping improvements installed pursuant to Section 1 of the Agreement. **SUBDIVIDER** shall provide on-going maintenance of landscape improvements installed pursuant to Section 1 of this Agreement for a period of one-year after final acceptance by the City Council without any cost to **CITY**. The responsibility of maintenance of landscape improvements shall include, but not be limited to, the repair, replacement or replanting of any landscaping of deteriorating condition as directed by the City Maintenance Services Superintendent.

11. **SUBDIVIDER Not Agent of CITY.** Neither **SUBDIVIDER** nor any of **SUBDIVIDER**'s agents or contractors are or shall be considered to be agents of **CITY** in connection with the performance of **SUBDIVIDER**'s obligations under this Agreement.

12. **Damage to Improvements.** Until such time as the improvements are accepted by **CITY**, **SUBDIVIDER** shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by **CITY**, **SUBDIVIDER** will be responsible for the care, maintenance of, and any damage to such improvements. **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of the cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by **SUBDIVIDER**.

13. **Other Agreements.** Nothing contained in this Agreement shall preclude **CITY** from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of **CITY** ordinances providing therefore, nor shall anything in this Agreement commit **CITY** to any such apportionment.

14. **SUBDIVIDER's Obligation to Warn Public During Construction.** Until final acceptance of the improvements, **SUBDIVIDER** shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.

15. **Vesting of Ownership.** Upon acceptance of the work on behalf of **CITY** and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in **CITY**.

16. **Final Acceptance of Work.** Acceptance of the work on behalf of **CITY** shall be made by the City Council upon recommendation of the City Engineer after final

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completion of all improvements, The City Council, shall act upon the Engineer's recommendation within 30 days from the date the City Engineer notifies the City Council that the work has been finally completed, as provided in Paragraph 5. Such acceptance shall not constitute a waiver of defects by **CITY**. The City Council may, in its sole and absolute discretion, accept fully completed portions of the public improvements prior to such time as all of the public improvements are complete, which shall not release or modify **SUBDIVIDER**'s obligation to complete the remainder of the public improvements within the time required by this Agreement. Upon the total or partial acceptance of the public improvements by **CITY**, the City Clerk shall file with the Recorder's Office of the County of San Luis Obispo, a notice of completion for the accepted public improvements in accordance with California Civil Code Section 9204, at which time the accepted public improvements shall become the sole and exclusive property of **CITY** without payment therefor. Notwithstanding the foregoing, **CITY** may not accept any improvements unless and until **SUBDIVIDER** provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such improvements. The drawings shall be certified and shall reflect the condition of the improvements as constructed, with all changes incorporated therein.

17. Indemnity/Hold Harmless. **CITY** or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of **SUBDIVIDER**, its agents or employees in the performance of this Agreement. **SUBDIVIDER** further agrees to protect, indemnify, and hold harmless **CITY**, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of **SUBDIVIDER**, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other public improvements. Acceptance by **CITY** of the improvements shall not constitute an assumption by the **CITY** of any responsibility for any damage or taking covered by this paragraph. **CITY** shall not be responsible for the design or construction of the Subdivision or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by **CITY** in approving the plans or map, unless the particular improvement design was specifically required by **CITY** over written objection by **SUBDIVIDER** submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. After acceptance of the improvements, **SUBDIVIDER** shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect, and to be responsible for maintenance and care of the improvements for one year. Provisions of this paragraph shall remain in full force and effect for 10 years following the acceptance by **CITY** of improvements. It is the intent of this section that **SUBDIVIDER** shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and **SUBDIVIDER** approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph. **SUBDIVIDER** shall provide **CITY** with a certificate of insurance in the aggregate amount of \$1,000,000.00 and in a form acceptable to the City Engineer as set forth in Section 19, below.

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18. Insurance.

a. Types; Amounts. SUBDIVIDER shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any public improvement pursuant to this Agreement, insurance of the types and in the amounts described below (“Required Insurance”) and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the “indemnified parties” shall mean CITY, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to CITY, its elected officials, officers, employees, agents, and volunteers,

i. Commercial General Liability. SUBDIVIDER, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least One Million Dollars (\$1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

ii. Automobile liability. SUBDIVIDER and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) and minimum limits of One Million Dollars (\$1,000,000.00) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible, If SUBDIVIDER does not own any company vehicles and if requested by, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

iii. Workers’ Compensation. SUBDIVIDER, its contractors and subcontractors shall procure and maintain workers’ compensation insurance with limits as required by the Labor Code of the State of California and Employers’ Liability Insurance of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.

iv. Professional Liability. If applicable to this Agreement and required by CITY, for any consultant or other professional who will engineer or design the public improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the public improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement, and continuous coverage

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will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

b. Deductibles. Any deductibles or self-insured retentions must be approved by CITY in writing and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

c. Certificates; Verification. SUBDIVIDER and its contractors and subcontractors shall furnish CITY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by CITY prior to the execution of this Agreement and before work pursuant to this Agreement can begin. CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

d. Insurer Rating. Unless approved in writing by CITY, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to CITY.

e. Endorsements.

i. The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement, The “Additional Insured Endorsement” shall be on a form similar to Insurance Services Office’s Endorsement form CG 2010 and contain no other modifications to the policy.

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon CITY,

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except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall apply to the obligations assumed by **SUBDIVIDER**, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

f. The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon **CITY**, except ten (10) days prior written notice shall be allowed for non-payment of premium,

g. The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon **CITY**, except ten (10) days prior written notice shall be allowed for non-payment of premium.

19. Sale or Disposition of Subdivision. Sale or other disposition of this Property will not relieve **SUBDIVIDER** from the obligations set forth herein. **SUBDIVIDER** agrees to notify **CITY** in writing at least 30 days in advance of any actual or pending sale or other disposition of the Property. If **SUBDIVIDER** sells the Property or any portion of the Property within the Subdivision to any other person, **SUBDIVIDER** may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, **SUBDIVIDER** may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve **SUBDIVIDER** of the obligations under Paragraph 17 for the work or improvement done' by **SUBDIVIDER**.

20. Time of the Essence. Time is of the essence of this Agreement.

Exhibit A

21. Time for Commencement of Work/Time Extensions. **SUBDIVIDER** shall commence substantial construction of the improvements required by this Agreement not later than nine (9) months prior to the time for completion as set forth in Section of this Agreement. In the event **SUBDIVIDER** is unable to complete the improvement work by the deadline, a written request to extend the deadline shall be submitted to the City Engineer at least four (4) weeks in advance of the deadline, and said request will be presented to the City Council for consideration. At that time, the City Council shall have the option of terminating or extending this Agreement. If an extension of the deadline is allowed, the City Council may require additional securities, including, but not limited to, forfeitable cash deposits, to guarantee construction of the public improvements by the extended deadline. The City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle **SUBDIVIDER** to an extension. Delay, other than delay in the commencement of work, resulting from an act of **CITY**, or by an act of God, which **SUBDIVIDER** could not have reasonably foreseen, or by storm or inclement weather which prohibits the conducting of work, and which were not caused by or contributed to by **SUBDIVIDER**, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Manager may require **SUBDIVIDER** to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

22. No Vesting of Rights. Performance by **SUBDIVIDER** of this Agreement shall not be construed to vest **SUBDIVIDER**'s rights with respect to any change in any zoning or building law or ordinance.

23. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with **CITY**:

CITY: City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446

SUBDIVIDER: River Oaks Reserve, LLC
7305 Morro Road, Suite 207
Atascadero, CA 93422
Attn: Dennis Moresco

Surety: Bonds by Subdivider

24. Severability. The provisions of this Agreement are severable, If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

Exhibit A

25. **Captions.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

26. **Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Luis Obispo, California. Each party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, **SUBDIVIDER** expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

27. **Litigation or Arbitration.** In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees,

28. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into the terms of this Agreement.

29. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of **CITY**, the appropriate party shall be the City Manager.

[Signatures on following page]

Exhibit A

IN WITNESS WHEREOF, this Agreement is executed by **CITY**, by and through its City Manager.

CITY:

CITY OF EL PASO DE ROBLES

By: _____
Ty Lewis, City Manager

ATTEST:

Melissa Boyer, City Clerk

Approved as to Form:

By: _____
Elizabeth Hull, City Attorney

SUBDIVIDER:

RIVER OAKS RESERVE, LLC

By: _____
Name: Dennis Moresco
Title: Vice President

Exhibit A

ACKNOWLEDGMENT

CALIFORNIA NOTARY ACKNOWLEDGEMENT

“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, or validity of that document”

State of _____

ss.

County of _____

On, _____, before me, _____
(here insert name and title of the officer)

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

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

Witness my hand and official seal,

Signature _____

Exhibit A

ACKNOWLEDGMENT

CALIFORNIA NOTARY ACKNOWLEDGEMENT

“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, or validity of that document”

State of _____

ss.

County of _____

On, _____, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal,

Signature _____ (SEAL)

Exhibit A

EXHIBIT A

LEGAL DESCRIPTION

In the City of Paso Robles, County of San Luis Obispo, State of California, Being a Subdivision of the land described as Parcel 3 in the Grant Deed recorded in Document No. 2021-020597 of Official Records, and Lot 4 of Tract 3097 According the Map recorded in Book36 of Maps at Page 63 in the office of County Recorder, County of San Luis Obispo, State of California.

EXHIBIT B

**LIST OF PUBLIC IMPROVEMENTS AND COST ESTIMATES
TRACT NO. 3105**

**PROPOSAL FOR
Survey Services**

April 15, 2024

**Dennis A. Moresco
Tract 3105-3 Monuments
Paso Robles, CA**

ESTIMATED FEE

I. SURVEY SERVICES

A. Tract 3105-3 Monumentation	\$33,490.00
1. Set Property Corners (325 Corners)	
2. Set Centerline Monuments (41 Centerline Monuments)	
a) Set Straddlers for Monument Well	
b) Punch Brass Cap After Contractor Sets	
B. Spurr Co - Monument Wells	\$41,000.00
1. Set Monument Wells (41 Centerline Monuments)	
a) \$1,000 a Well	

II. REIMBURSABLE EXPENSES

A. Centerline Monuments - \$55 a piece	\$2,255.00
B. Property Corners - \$5 a piece	\$1,625.00

TOTAL ESTIMATED FEE: **\$78,370.00**

NOTE: Brass caps will be provided to contractor. Contractors responsibility for setting wells, pipes, and cap. NCE will punch center after they are set.

RIVER OAKS-TRACT 3105 PHASE III
PERFORMANCE BOND ESTIMATE

ITEM NO.	STD DWG NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	-	EARTHWORK	3,600	CY	\$9	\$33,000
2	-	EARTHWORK (IMPORT)	-	CY	\$12	-
3	-	TREE REMOVAL	-	EA	\$500	-
4	-	CONCRETE CURB AND GUTTER REMOVAL	-	LF	\$35	-
5	-	FENCE REMOVAL	-	LF	\$5	-
6	A-4	3" HMA, TYPE A	1,410	TON	\$300	\$423,000
7	-	13.5" CLASS II AGGREGATE BASE (VILLAGE DR)	500	CY	\$200	\$100,000
8	-	8.5" CLASS II AGGREGATE BASE (NEIGHBORHOOD STREETS)	500	CY	\$200	\$100,000
9	C-1	CONCRETE CURB AND GUTTER	790	LF	\$65	\$51,500
10	C-2	6" CONCRETE CURB	4,460	LF	\$50	\$223,000
11	-	ROLLED CURB	2,200	LF	\$65	\$144,000
12	C-3	CONCRETE SIDEWALK	23,700	SF	\$15	\$356,000
13	C-6	CROSS GUTTER AND SPANDREL	37	EA	\$1,350	\$50,000
14	-	PAVERS	2,600	SF	\$25	\$65,000
15	C-8.1	CONCRETE CURB RAMP	2	EA	\$8,000	\$16,000
16	C-10	16' CONCRETE DRIVE APPROACH	32	EA	\$6,000	\$192,000
17	D-1	STORMDRAIN INLET	-	EA	\$10,000	-
18	D-2	48" STORM DRAIN MANHOLE	1	EA	\$22,000	\$22,000
19	D-2	60" STORM DRAIN MANHOLE	-	EA	\$30,000	-
20	D-2	CONNECT TO EXHISTING SANITARY SEWER MAIN	-	EA	\$10,000	-
21	-	8" SDR35 STORMDRAIN PIPE	-	LF	\$130	-
22	-	18" CPP STORMDRAIN PIPE	60	LF	\$150	\$9,000
23	-	24" CPP STORMDRAIN PIPE	-	LF	\$200	-
24	-	30" CPP STORMDRAIN PIPE	-	LF	\$250	-
25	-	36" CPP STORMDRAIN PIPE	-	LF	\$300	-
26	-	42" CPP STORMDRAIN PIPE	-	LF	\$350	-
27	-	6" STORMDRAIN LATERAL	-	EA	\$160	-
28	-	DRYWELL	1	EA	\$12,500	\$12,500
29	-	HYDRODYNAMIC SEPARATOR	2	EA	\$55,250	\$110,500
30	-	STORMTECH CHAMBERS	3,500	CF	\$10	\$35,000

Exhibit A

ITEM NO.	STD DWG NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
31	-	BIOFILTRATION TREATMENT SYSTEM	26	EA	\$5,900	\$154,000
32	F-1	48" SANITARY SEWER MANHOLE	-	EA	\$25,000	-
33	-	60" SANITARY SEWER MANHOLE	-	EA	\$25,000	-
34	F-2	60" SANITARY SEWER DROP MANHOLE	-	EA	\$30,000	-
35	F-4	SANITARY SEWER CLEANOUT	-	EA	\$1,800	-
36	-	8" SDR35 SANITARY SEWER PIPE	-	LF	\$130	-
37	-	8" C900 DR25 PVC GREEN SEWER PIPE	-	LF	\$100	-
38	F-5	4" SANITARY SEWER LATERAL	-	EA	\$2,000	-
39	G-1	FIRE HYDRANT	2	EA	\$12,000	\$24,000
40	G-11	1" WATER SERVICE	-	EA	\$3,000	-
41	G-13	8" C900 DR18 WATER PIPE	300	LF	\$80	\$24,000
42	G-13	8" C151 DIP WATER PIPE	-	LF	\$100	-
43	-	CONNECTION TO EXISTING WATER MAIN	-	EA	\$5,500	-
44	G-6	8" GATE VALVE	-	EA	\$2,500	-
45	G-8	AIR RELEASE VALVE	-	EA	\$3,500	-
46	G-9	BLOW OFF ASSEMBLY	-	EA	\$2,500	-
47	U-1	JOINT TRENCH - PTC	-	LF	\$55	-
48	-	GAS	-	LF	\$40	-
49	U-3	STREET LIGHT	12	EA	\$12,250	\$150,000
50	C-14	STREET MONUMENTS	37	EA	\$850	\$31,000
51	-	EROSION CONTROL	1	LS	\$6,000	\$6,000
52	-	RETAINING WALL	2,400	SF (FACE WALL)	\$50	\$120,000
53	-	STRIPING AND SIGNAGE	1	LS	\$33,000	\$33,000

NOTE: EXCLUDES LANDSCAPE WATER LINES AND METERS

BASE ESTIMATE \$2,484,500.00

10% CONTINGENCY \$248,450.00

15% CONSTRUCTION STAKING/ENGINEERING/ADMINISTRATION \$372,675.00

TOTAL BID	\$3,105,625.00
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RIVER OAKS-TRACT 3105 BUENA VISTA STREET IMPROVEMENTS

PERFORMANCE BOND ESTIMATE

ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	CLEARING AND GRUBBING	1	LS	\$500	\$500
2	GRIND HOT MIX ASPHALT	4,260	SF	\$2	\$8,520
3	DISPOSAL OF HOT MIX ASPHALT	50	CY	\$50	\$2,500
4	DISPOSAL OF CLASS II BASE	50	CY	\$52	\$2,600
5	FINE GRADING	6,200	SF	\$1	\$6,200
6	HOT MIX ASPHALT	125	TON	\$140	\$17,500
7	CLASS II AGGREGATE BASE	260	CY	\$200	\$52,000
8	CROSS GUTTER AND SPANDREL	700	SF	\$42	\$29,400
9	SAW CUT	440	LF	\$4	\$1,760
10	DRIVEWAY APPROACH - SLO COUNTY B-1e	100	SF	\$10	\$1,000
11	8" WATER MAIN	20	LF	\$140	\$2,800
12	12" DIP WATER MAIN	1,055	LF	\$225	\$237,375
13	12"6"X12" TEE	2	EA	\$12,000	\$24,000
14	12"8"X12" TEE	1	EA	\$15,000	\$15,000
15	6" GATE VALVE	2	EA	\$3,675	\$7,350
16	8" GATE VALVE	1	EA	\$5,000	\$5,000
17	12" GATE VALVE	5	EA	\$3,675	
18	FIRE HYDRANT ASSEMBLY (INCLUDES 6" CI 350 DIP PER CITY STD DWG G-1)	2	EA	\$20,000	\$40,000
19	THRUST BLOCK	4	EA	\$1,270	\$5,080
20	TRAFFIC STRIPING	600	LF	\$2	\$1,200
21	SIGNAGE	5	EA	\$350	\$1,750

BASE ESTIMATE \$461,535.00

10% CONTINGENCY \$46,153.50

15% CONSTRUCTION STAKING/ENGINEERING/ADMINISTRATION \$69,230.00

TOTAL BID	\$576,918.50
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