ORIGINAL

CLERK OF THE BOARD
ORANGE COUNTY

Agreement No. S22-051001

AGREEMENT

THIS AGREEMENT, for the purpose of identification hereby numbered S22-051001 and dated the 13th day of September, 2022.

BY AND BETWEEN

TH RANCHO MISSION VIEJO MR45, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

AND

THE COUNTY OF ORANGE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA HEREINAFTER DESIGNATED AS COUNTY

WITNESSETH

WHEREAS, SUBDIVIDER has prepared and offered for acceptance by COUNTY, a final map of Tract Map No. 19151 of the County of Orange; and

WHEREAS, SUBDIVIDER as a condition of approval of said map by COUNTY is required to set monuments and construct improvements consisting of the following: Streets, Street Lights, Sewer, Water, Storm Drain and Monumentation.

NOW, THEREFORE, IN CONSIDERATION OF COUNTY'S APPROVAL OF FINAL MAP, IT IS AGREED BY and between the parties hereto as follows:

SECTION I (Streets and Street Lights):

A. SUBDIVIDER will, at the sole cost and expense of SUBDIVIDER, construct and install within two (2) years from the date of execution of this agreement, all street and street light improvements shown and delineated on the "Plans for Improvement on Tract Map 19151", (collectively, the "Street and Street Light Improvements") now on file in the office of the

Director of OC Public Works, of the County of Orange; said plans are hereby referred to made a part of this Agreement as though fully set forth herein.

B. SUBDIVIDER has furnished to COUNTY herewith surety bonds, irrevocable letter of credit, money or negotiable bonds in the sum of that Two Hundred Seventy-Three Thousand Four Hundred Sixteen Dollars and Forty-Eight cents ($273,416.48) to assure faithful performance and to pay all labor and material charges in connection with the installation of the street and street light improvements, in compliance with the Orange County Subdivision Code and the Subdivision Map Act.

C. SUBDIVIDER shall be entitled to a release of security posted to guarantee payment for labor and materials in relation to the street and street light improvements three (3) months after certification of completion by COUNTY, provided that a portion of the security in an amount sufficient to cover the total of all claims for which claims of lien have been recorded and notice thereof given in writing to COUNTY shall be retained by COUNTY.

SECTION II (SEWER)

A. SUBDIVIDER will, at the sole cost and expense of SUBDIVIDER, construct and install within two (2) years from the date of execution of this agreement, all sewer improvements shown and delineated on the "Plans for Improvement on Tract Map 19151", now on file in the office of the Director of OC Public Works, of the County of Orange; said plans are hereby referred to and made a part of this Agreement as though fully set forth herein.

B. SUBDIVIDER has furnished to COUNTY herewith surety bonds, irrevocable letter of credit, money or negotiable bonds in the sum of One Hundred Thirty-One Thousand One Hundred Four Dollars ($131,104) to assure faithful performance and to pay all labor and material charges in connection with the installation of the sewer improvements, in compliance with the Orange County Subdivision Code and the Subdivision Map Act.

C. SUBDIVIDER shall be entitled to a release of security posted to guarantee payment for labor and materials in relation to the sewer improvements three (3) months after certification of completion by COUNTY, provided that a portion of the security in an amount sufficient to cover the total of all claims for which claims of lien have been recorded and notice thereof given in writing to COUNTY shall be retained by COUNTY.

SECTION III (Water):

A. SUBDIVIDER will, at the sole cost and expense of SUBDIVIDER, construct and install within two (2) years from the date of execution of this agreement, all water improvements shown and delineated on the "Plans for Improvement on Tract Map 19151", now on file in the office of the Director of OC Public Works, of the County of Orange; said plans are hereby referred to and made a part of this Agreement as though fully set forth herein.

B. SUBDIVIDER has furnished to COUNTY herewith surety bonds, irrevocable letter of credit, money or negotiable bonds in the sum of One Hundred Seventy-Six Thousand Two Hundred Fifty-Nine Dollars ($176,259) to assure faithful performance and to pay all labor and material charges in connection with the installation of the water improvements, in compliance with the Orange County Subdivision Code and the Subdivision Map Act.

C. SUBDIVIDER shall be entitled to a release of security posted to guarantee payment for labor and materials in relation to the water improvements three (3) months after certification of completion by COUNTY, provided that a portion of the security in an amount sufficient to cover the total of all claims for which claims of lien have been recorded and notice thereof given in writing to COUNTY shall be retained by COUNTY.

SECTION IV (Storm Drain):

A. SUBDIVIDER will, at the sole cost and expense of SUBDIVIDER, construct and install within two (2) years from the date of execution of this agreement, all storm drain improvements shown and delineated on "Plans for Improvement on Tract Map 19151, now on

file in the office of the Director of OC Public Works, of the County of Orange; said plans are hereby referred to and made a part of this Agreement as though fully set forth herein.

B. SUBDIVIDER has furnished to COUNTY herewith surety bonds, irrevocable letter of credit, money or negotiable bonds in the sum of One Hundred and Six Thousand Three Hundred Forty-Eight Dollars ($106,348) to assure faithful performance and to pay all labor and material charges in connection with the installation of the storm drain improvements, in compliance with the Orange County Subdivision Code and the Subdivision Map Act.

C. SUBDIVIDER shall be entitled to a release of security posted to guarantee payment for labor and materials in relation to the storm drain improvements three (3) months after certification of completion by COUNTY, provided that a portion of the security in an amount sufficient to cover the total of all claims for which claims of lien have been recorded and notice thereof given in writing to COUNTY shall be retained by COUNTY.

SECTION V (General):

A. It is mutually agreed that work herein required to be done by SUBDIVIDER shall, on request of SUBDIVIDER to the Director, OC Public Works be inspected and if found to be in order, accepted.

B. Permission to enter upon the land described as Tract Map 19151 in order to inspect or to complete construction and installation of the improvements required herein is hereby granted to COUNTY by SUBDIVIDER, its heirs, successors or assigns.

C. If SUBDIVIDER is unable to complete the work or improvements as described herein within the specified time, it may apply for an extension of time to complete such work. Extensions may be granted by COUNTY if the public welfare and safety are not adversely affected by such incomplete work and improvements, and if the posted security is determined to be adequate to ensure faithful performance, payment for labor and materials, and maintenance of the remaining work and improvements.

D. If SUBDIVIDER fails to complete said construction and improvements pursuant to this Agreement, COUNTY shall complete said construction and SUBDIVIDER agrees to pay COUNTY any costs not covered by the security provided herein.

E. SUBDIVIDER shall be responsible for maintaining all monumentation, landscaping, street and drainage work, grading, and improvements as specified herein until such improvements are certified as complete by the Board of Supervisors, and, where applicable dedications are accepted by the Board of Supervisors.

F. Pursuant to the provisions of Labor Code Section 1773 of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute this Agreement from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors, and copies will be made available to any interested party on request. SUBDIVIDER shall cause to be posted a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The provisions of Labor Code Sections 1775 and 1813 will be complied with.

G. Upon annexation or incorporation of the area covered by the map to a city, the COUNTY may assign all or any of its rights or obligations under this Agreement to the city. SUBDIVIDER shall take all reasonable steps necessary to such assignment, including, but not limited to, executing new security documents and amendments to this Agreement.

H. The SUBDIVIDER shall guarantee such improvements for a period of one (1) year following the completion by the SUBDIVIDER and acceptance by the COUNTY against any defective work or labor done, or defective materials furnished, in the performance of this Agreement by the SUBDIVIDER.

SECTION VI (Special District Financing)

Should a Community Facilities District or Assessment District be formed to complete any or all of the public improvements, which are the subject of this Agreement, and should such district complete such improvements on or before the time for completion provided in this Agreement, the obligations of SUBDIVIDER under this Agreement with respect to such improvements shall be deemed satisfied and all security posted by SUBDIVIDER shall be released.

SECTION VII (Monumentation):

COUNTY agrees to deferral of setting of certain monuments set forth on the Tract Map 19151 and SUBDIVIDER agrees to complete the setting of these monuments not later than two (2) years from the date of this Agreement. SUBDIVIDER furnishes herewith a surety bond, irrevocable letter of credit, money or negotiable bond in the sum of Forty Thousand Dollars ($40,000) as security guaranteeing the payment for the cost of setting such monuments.

IN WITNESS WHEREOF, TH Rancho Mission Viejo MR45 LLC, a California Limited Liability Company executed these presents as SUBDIVIDER, and the COUNTY OF ORANGE had caused these presents to be executed by the Chair of the Board of Supervisors and attested by the Clerk of the Board of Supervisors the day and year in this Agreement first above written.

TH RANCHO MISSION VIEJO MR45, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

ATTACH ACKNOWLEDGEMENT

BY: _____

Print Name: RICHARD P. DOUGLASS

Title: AUTHORIZED AGENT

BY: _____

Print Name: _____

Title: _____ AND

COUNTY OF ORANGE,
A POLITICAL SUBDIVISION, OF THE STATE OF CALIFORNIA

BY: _____
CHAIR OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

SIGNED AND CERTIFIED THAT A COPY
OF THIS AGREEMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD PER G.C. SEC 25103,
RESO 79-1535
ATTEST:

_____
ROBIN STIELER
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

APPROVED AS TO FORM:
COUNTY COUNSEL

BY: _____
DEPUTY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On July 13, 2022 before me, Michelle L. Wehr, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Richard P. Douglass
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

MICHELLE L. WEHR
Notary Public - California
Orange County
Commission # 2324732
My Comm. Expires Apr 9, 2024

Signature Michelle L. Wehr
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Agreement for Tract No. 19151
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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