

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

CAMPUS OAKS-CO-07

SUBSDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____,
20___, by and between the CITY OF ROSEVILLE, a municipal corporation (“CITY”), and
BBC Roseville Oaks LLC, an Illinois limited liability company (the “DEVELOPER”) and
Lennar Homes of California Inc., a California corporation (the “BUILDER”).

W I T N E S S E T H:

WHEREAS, BUILDER is possessed and owner of a tract of land lying in the City of
Roseville, County of Placer, known as “Campus Oaks -CO-07 Subdivision”
(Subdivision no. PL18-0192 ; “the Subdivision”); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 24 day of April, 2020, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; OR

WHEREAS, the final map has been filed on the ____ day of _____,
20 ____ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official
Records, Placer County Recorder, file no. _____; and

WHEREAS, BUILDER has purchased the Subdivision (“Property”) from the
DEVELOPER; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the
subdivision of land in the City, requires that DEVELOPER shall execute and file an agreement
between itself and CITY relating to the improvements to be made in a subdivision, prior to the
approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects
all lands, right-of-ways, and easements offered for dedication on the final map of the
Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers
of dedication in accordance with Government Code Section 66477.2. All such offers may be
accepted by CITY in its sole discretion at any later date without further notice to DEVELOPER
as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or
part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this
Agreement.

2. Improvements - Time Limit. DEVELOPER agrees to cause all improvements to
be made and constructed in the Subdivision to fully comply with the requirements of the
Roseville Municipal Code and the Subdivision Map Act of the State of California according to

the improvement plans for the Subdivision prepared by Morton & Pitalo Inc., dated August 21, 2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before February 28, 2023, such survey monuments as may be required by the City Engineer ("the Work"). DEVELOPER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

DEVELOPER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by DEVELOPER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by DEVELOPER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that DEVELOPER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from DEVELOPER, DEVELOPER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at any time prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to DEVELOPER to eliminate the safety hazard. If DEVELOPER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from DEVELOPER, DEVELOPER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, 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 issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. DEVELOPER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to DEVELOPER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. DEVELOPER shall deposit the estimated inspection fee and

reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. DEVELOPER and BUILDER have agreed that BUILDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,726,418.65. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. DEVELOPER shall file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be

released upon DEVELOPER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that DEVELOPER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. DEVELOPER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. DEVELOPER's Obligation to Warn Public During Construction. Until final acceptance of the Work, DEVELOPER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. DEVELOPER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. DEVELOPER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, DEVELOPER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if DEVELOPER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to DEVELOPER and to BUILDERS Surety. In such event, DEVELOPER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. DEVELOPER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, DEVELOPER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and

volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of DEVELOPER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

DEVELOPER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. DEVELOPER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation	Statutory

a. Form. DEVELOPER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. DEVELOPER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of DEVELOPER. The additional insured coverage under the DEVELOPER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. DEVELOPER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by DEVELOPER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may

be brought in some other location. 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 therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by DEVELOPER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event DEVELOPER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of DEVELOPER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of DEVELOPER. In the event CITY seeks recourse against a security, CITY shall also have recourse against DEVELOPER for any and all amounts necessary to complete the obligations of DEVELOPER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and DEVELOPER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

CITY: Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

DEVELOPER: BBC Roseville Oaks, LLC
130 Diamond Creek Place, # 1
Roseville, CA 95747

BUILDER: Larry Gualco, VP
Lennar Homes of California, Inc.
1420 Rocky Ridge, #320
Roseville CA 95661

Parties may amend their address by giving written notice to the other parties.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. ____, adopted by the Council of the City of Roseville on the ____ day of _____, 20 ____, and DEVELOPER and BUILDER have caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

DEVELOPER:

BBC Roseville Oaks LLC,
an Illinois Limited Liability Company

BY: _____


its: Matthew Stephens, Des Jardin


and

BY: _____

its: _____

BUILDER:

Lennar Homes of California, Inc.
a California Corporation

BY: _____


its: Larry Gualco, VP

and

BY: _____


its: Earl Keith, Controller

(NOTARIZATION REQUIRED)

ACKNOWLEDGMENT

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 Placer } ss.

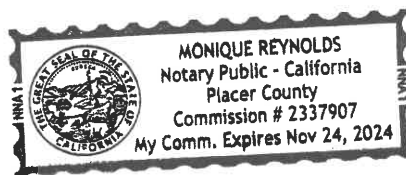
On January 29, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco

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.



Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document _____
Campus Oaks CO-7

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:
____ Personally Known with Paper Identification
____ Paper Identification
____ Credible Witness(es)

Capacity of Signer:
____ Trustee
____ Power of Attorney
____ CEO / CFO / COO
____ President / Vice-President / Secretary / Treasurer
____ Other: _____

Thumbprint of Signer



Check here if no thumbprint or fingerprint is available.

Other Information: _____

ACKNOWLEDGMENT

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 Placer } ss.

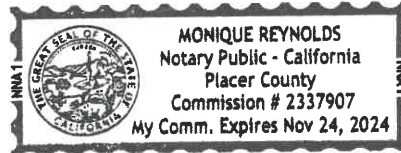
On January 29, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Earl Keith

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~~ signatures(~~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.



Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document _____
Campus Oaks CO-7

Type or Title of Document _____

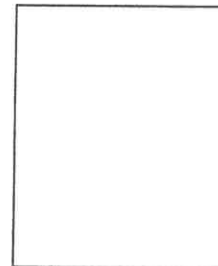
Number of Pages in Document _____

Document in a Foreign Language _____

- Type of Satisfactory Evidence:
 Personally Known with Paper Identification
 Paper Identification
 Credible Witness(es)

- Capacity of Signer:
 Trustee
 Power of Attorney
 CEO / CFO / COO
 President / Vice-President / Secretary / Treasurer
 Other: _____

Thumbprint of Signer



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Other Information: _____

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State of California
County of Placer } ss.

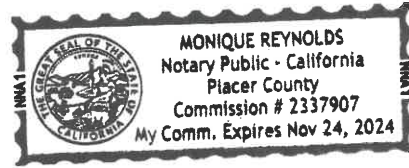
On February 16, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Stephen L. Des Jardins

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.



Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document _____
Campus Oaks

Thumbprint of Signer

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

- _____ Personally Known with Paper Identification
- _____ Paper Identification
- _____ Credible Witness(es)

Capacity of Signer:

- _____ Trustee
- _____ Power of Attorney
- _____ CEO / CFO / COO
- _____ President / Vice-President / Secretary / Treasurer
- _____ Other: _____

Check here if no thumbprint or fingerprint is available.

Other Information: _____