

AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

This Agreement is entered into by and between the Carolynn B. Nicholson Trust, whose address is 11226 Santa Rosa Road, Camarillo, CA 93012, hereafter referred to as Developer, and the County of Ventura, California, hereafter referred to as County.

WHEREAS, Developer wishes to obtain County's approval of a final subdivision map for a subdivision known as Tract No. 5347 ("Final Map"); and

WHEREAS, as a condition precedent to the County's approval of the Final Map, pursuant to Ventura County Ordinance Code section 8207-3, Developer must enter into this Agreement with the County regarding Developer's completion of improvements in said tract.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Developer represents that Developer is the owner of the land in the County of Ventura, California, comprising that certain subdivision known as Tract No 5347.
2. Developer shall perform, construct and complete, at Developer's own expense, all that work and all those improvements for said tract described in the plans and specifications under Ventura County Drawing No(s). **67783-67804** on file at the County Surveyor's Office Ventura, California (the "Improvements"). Said plans and specifications are incorporated into and made a part of this Agreement as though set forth at length herein. The estimated cost of completing the Improvements is **One Million Forty-Five Thousand Dollars (\$1,045,000.00)**.
3. Developer irrevocably offers to dedicate to the County for public purposes the road improvements shown on Ventura County Drawing Nos. **67790-67790B**.
4. Developer irrevocably offers to dedicate to Camrosa Water District for public purposes the water supply improvements shown on Ventura County Drawing Nos. **67805-67808** (water).
5. The requisite property rights and interests for public use of the Improvements identified in paragraphs 3 and 4 above shall be specifically described and irrevocably offered on the title sheet for the Final Map. Developer shall dedicate said improvements following their completion and the public agencies' respective acceptance thereof.
6. Developer shall perform and complete the Improvements within fifteen (15) months after the County's approval of the Final Map. The County may, in its discretion, grant an extension for some definite period of time for Developer to

complete the Improvements upon written application of Developer stating the facts it believes necessitate an extension. The written application shall be accompanied by a check payable to County for any additional deposits required as a result of the extension. Developer may thereafter apply for additional extensions of time to complete the Improvements pursuant to the foregoing procedure. The County shall not act unreasonably or arbitrarily in denying a request of any extension of time. If the time for completion of the Improvements is extended, said extension shall effect an automatic extension of this Agreement, security for Faithful Performance filed with County pursuant to paragraph 7 hereof, and security for Labor and Materials filed with County pursuant to paragraph 8 hereof.

7. Concurrently with the execution of this Agreement, Developer shall file with County security in the amount of **One Million Forty-Five Thousand Dollars (\$1,045,000.00)** for Faithful Performance in a form approved by the County in accordance with Ventura County, Public Works Agency, Bond Book, for the faithful performance of the terms and conditions and guarantees of this Agreement. At least \$1,000.00 of the required improvement security shall be in the form of a cash deposit with County.
8. Concurrently with the execution of this Agreement, Developer shall file with County security in the amount of **Five Hundred Twenty-Two Thousand Five Hundred Dollars (\$522,500.00)** for Labor and Materials in a form approved by the County in accordance with Ventura County, Public Works Agency, Bond Book to guarantee payment to the contractor, its subcontractors, or to persons renting equipment or furnishing labor or materials to them for the construction of the Improvements.
9. Developer shall provide for soils engineering testing and certification, and shall provide the County with all resulting reports and surveys, for all roads located in the subdivision in accordance with Plate A-3 of the County of Ventura Road Standards.
10. Developer hereby warrants that the plans and specifications referred to in paragraph 2 hereof are in accordance with the tentative map approval and the master plan for said subdivision previously approved by the County Planning Commission and the Board of Supervisors, together with all conditions made a part of said approval(s). Developer further warrants that said plans and specifications are adequate to accomplish the improvement work covered by this Agreement in a good and workmanlike manner, and in accordance with accepted construction practices.
11. Should said plans and specifications at any time prior to County' final acceptance of the Improvements prove to be inadequate in any respect, then Developer shall make such changes as are necessary to accomplish said work in a good and workmanlike manner and in accordance with accepted construction practices.

12. Developer shall construct the Improvements in a good and workmanlike manner in accordance with all federal, state and local laws, ordinances, rules and regulations, and using only contractors licensed by the State of California. Said construction shall occur under the supervision of and to the satisfaction of the County. The Improvements shall not be deemed complete until approved and accepted as completed in writing by the County. Said acceptance shall also constitute the County's acceptance of the Developer's offer to dedicate for public use the road improvements identified in paragraph 3 hereof.
13. Nothing contained herein shall be construed to create the relationship of employer and employee, master and servant, or principal and agent between County and Developer in construction of the Improvements and/or in the performance of Developer's other obligations under this Agreement.
14. County, its officers and employees shall not be liable or responsible for any accident, loss or damage happening or occurring to the Improvements prior to completion and acceptance by County.
15. At all times prior to acceptance of the Improvements by County, Developer shall take such precautions as may be necessary to protect the public from any dangerous condition caused by the construction thereof. Developer shall have such control of the ground reserved for the installation of the Improvements and the streets in which they are to be placed as is necessary to allow it to carry out this Agreement. Developer shall timely pay for all permits and inspection of the Improvements as may be required by County.
16. Developer shall indemnify and defend County and each public entity for which the County Board of Supervisors acts as the governing board and their respective officials, officers, agents, and employees (collectively "Indemnatee") from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages, and other expenses (including attorney fees) which Indemnatee sustains or incurs in consequence of, arising out of, or in any way connected with the acts or omissions of Developer, or its contractor, subcontractors, officers, agents or employees in the construction, design or location of the Improvements.
17. Developer promises and guarantees to replace or repair all defective workmanship and materials for a period of one (1) year after date of the County's acceptance of the Improvement by the County. Developer shall replace or repair any such defective workmanship and materials in a manner satisfactory to the County, after notice to do so from the County, and within the time specified in the notice, and shall abide by all other terms and conditions of this Agreement, during this guarantee period. If Developer fails to make such replacement or repair within the time specified in the notice, County may perform the replacement or repair and the Developer and its sureties shall be liable for all costs and reasonable expenses thereof. The securities referred to in paragraphs 7 and 8 hereof shall not be fully exonerated until the County has accepted the Improvements and Developer provides County with an Improvement Guarantee security in a form approved by

the County in accordance with Ventura County, Public Works Agency, Bond Book in the amount of ten percent (10%) of the final estimated cost of the Improvements.

18. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement shall not be amended except in a writing duly executed by the parties hereto.

DEVELOPER

Dated: _____

By _____

Print Name _____

Title Trustee of the Carolynn B. Nicholson
Trust**COUNTY OF VENTURA**

Dated: _____

By _____
Chair, Board of Supervisors**ATTEST:**

Michael Powers,
Clerk of the Board of Supervisors,
County of Ventura,
State of California.

By _____
Deputy Clerk