

AGREEMENT

THIS AGREEMENT, for the purpose of identification hereby numbered S23-090512 and dated the _____ day of _____, 2023.

BY AND BETWEEN

KLLB AIV, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
AND:
LENNAR HOMES OF CALIFORNIA, 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. 17341 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: 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 (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 17341 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 public improvements in 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 for all work performed for the public improvements

contemplated by this Agreement. The provisions of Labor Code Sections 1775 and 1813 will be complied with for all public improvements contemplated by this Agreement.

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 II (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 III (Monumentation):

COUNTY agrees to deferral of setting of certain monuments set forth on the Tract Map 17341 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 Ninety-Four Thousand Dollars (\$94,000) as security guaranteeing the payment for the cost of setting such monuments.

IN WITNESS WHEREOF, KLLB AIV, LLC, a Delaware Limited Liability Company and Lennar Homes of California, 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.

KLLB AIV, LLC, A DELAWARE LIMITED LIABILITY COMPANY

ATTACH ACKNOWLEDGEMENT

By: [Signature]

Print Name: Anthony Pasqua

Title: Authorized Signatory

By: [Signature]

Print Name: PIAN MOTT

Title: AUTHORIZED SIGNATORY

AND

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

ATTACH ACKNOWLEDGEMENT

By: [Signature]

Print Name: Brett K. Brewer

Title: Vice President

By: [Signature]

Print Name: Brett Hamers

Title: Authorized Agent AND

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

**By: _____
CHAIRMAN 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**

Agreement No. S23-090512
KLLB AIV – Cielo Vista

State of Arizona

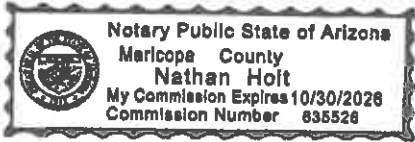
County of Maricopa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of September 2023, by Ryan Moff, as Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, on behalf of the limited liability company.

She/He is personally known to me or has produced _____ as identification.

Nathan Holt
(Notary Signature)

(NOTARY SEAL)



Nathan Holt
(Notary Name Printed)
NOTARY PUBLIC
Commission No. 635526

Agreement No. S23-090512
KLLB AIV – Cielo Vista

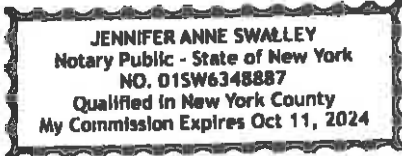
State of New York

County of New York

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of September 2023, by Anthony Bayle, as Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, on behalf of the limited liability company. She/He is personally known to me or has produced drivers license as identification.

[Handwritten Signature]
(Notary Signature)

(NOTARY SEAL)



Jennifer Swalley
(Notary Name Printed)
NOTARY PUBLIC
Commission No.

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 OCTOBER 3, 2013, before me, TERESA M. WILKINSON
(insert name and title of the officer)

Notary Public, personally appeared BRIAN BENZ
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 Teresa M. Wilkinson
Notary Public



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 OCTOBER 3, 2023, before me, TERESA M. WILKINSON,
(insert name and title of the officer)

Notary Public, personally appeared BRETT HAMADA,
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 Teresa M. Wilkinson
Notary Public

