

Agreement No. S24-011014

AGREEMENT

THIS AGREEMENT, for the purpose of identification hereby numbered S24-011014 and dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BY AND BETWEEN

RMV PA3 DEVELOPMENT, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
BY: RANCHO MISSION VIEJO, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
ITS AUTHORIZED AGENT AND MANAGER  
DMB SAN JUAN INVESTMENT NORTH,  
A DELAWARE LIMITED LIABILITY COMPANY  
BY: RANCHO MISSION VIEJO, LLC,  
A DELAWARE 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. 17933 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: Public Streets, Public Street Lights, Sewer, Water, recycled Water, public and private 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:

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SECTION I (Public Streets and Public 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 public street and public street light improvements shown and delineated on the "Plans for Improvement on Tract Map 17933", (collectively, the "Public Street and Public 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 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 that One Million Seventy-One Thousand Seven Hundred Eighteen Dollars and Twenty-Three cents (\$1,071,718.23) to assure faithful performance and to pay all labor and material charges in connection with the installation of the public street and public 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 public street and public 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 17933", 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.

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B. SUBDIVIDER has furnished to COUNTY herewith surety bonds, irrevocable letter of credit, money or negotiable bonds in the sum of Two Hundred Thirty-Seven Thousand Three Hundred Thirty-Eight Dollars (\$237,338) 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 17933", 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 Five Hundred and Three Thousand Five Hundred Sixty-Four Dollars (\$503,564) 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

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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 (RECYCLED 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 recycled water improvements shown and delineated on the "Plans for Improvement on Tract Map 17933", 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 Ninety-Eight Thousand One Hundred Forty-Nine Dollars (\$198,149) to assure faithful performance and to pay all labor and material charges in connection with the installation of the recycled 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 recycled 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 V (Public 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 public storm drain improvements shown and delineated on the "Plans for Improvement on Tract Map 17933", 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.

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B. SUBDIVIDER has furnished to COUNTY herewith surety bonds, irrevocable letter of credit, money or negotiable bonds in the sum of Nine Hundred Forty-Four Thousand Three Hundred Ninety-Five Dollars (\$944,395) to assure faithful performance and to pay all labor and material charges in connection with the installation of the public 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 public 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 VI (Private 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 public storm drain improvements shown and delineated on the "Plans for Improvement on Tract Map 17933", 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 Thirty-Nine Thousand One Hundred Forty-Seven Dollars (\$39,147) to assure faithful performance and to pay all labor and material charges in connection with the installation of the public 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 public storm drain improvements three (3) months after certification of completion by COUNTY, provided that a portion of the security in an

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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 VII (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 17933 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

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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 VIII (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 IX (Monumentation):

COUNTY agrees to deferral of setting of certain monuments set forth on the Tract Map 17933 and SUBDIVIDER agrees to complete the setting of these monuments not later than two

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(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 Twenty-Seven Thousand Dollars (\$27,000) as security guaranteeing the payment for the cost of setting such monuments.



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.

BY: Elise I. Mullington  
Print Name: Elise I. Mullington  
Title: Executive VP & COO  
AND

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.

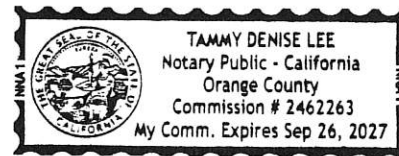
STATE OF CALIFORNIA                    )  
  ) s.s  
COUNTY OF ORANGE

On March 12, 2024, before me, Tammy Denise Lee, Notary Public, personally appeared Jeremy T. Laster and Elise L. Millington who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by 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.

Tammy Denise Lee  
Signature



(Seal)

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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