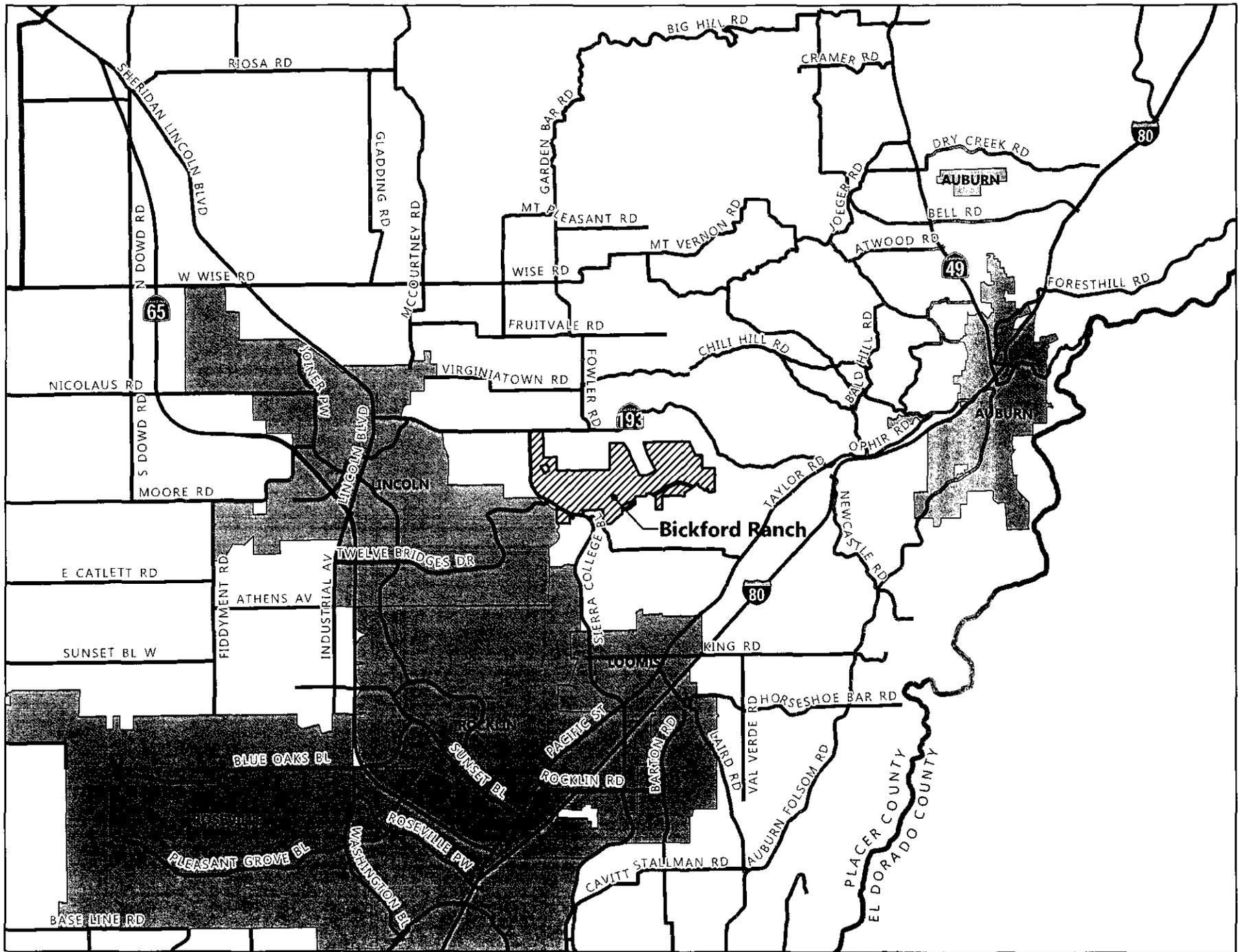
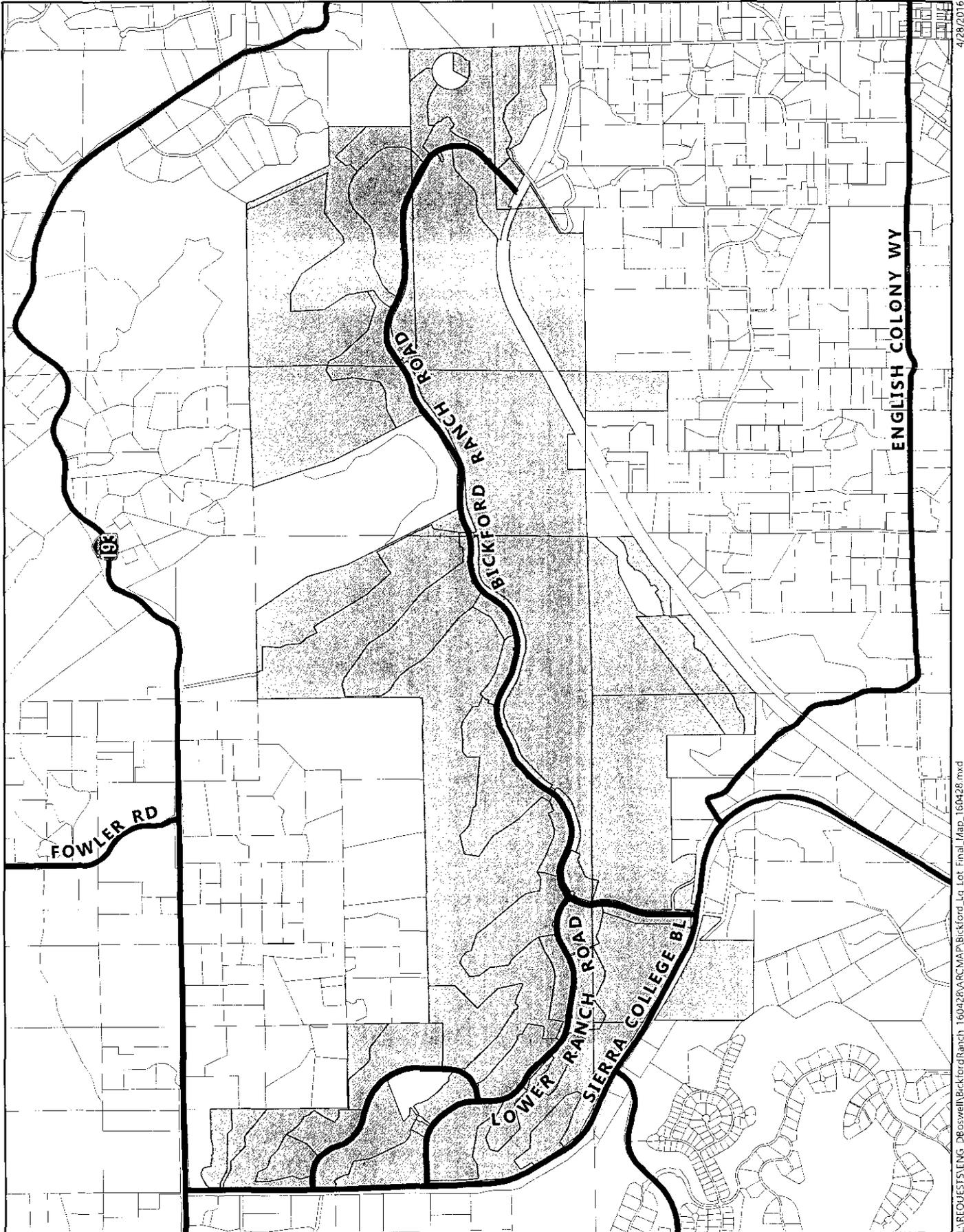




ATTACHMENT 1  
Bickford Ranch Vicinity Map



ATTACHMENT 2  
2007 Bickford Ranch Large Lot Final Map



4/28/2016

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## **ATTACHMENT 3**

Recording Requested by  
and Return to:

Placer County  
Community Development Resource Agency  
Engineering and Surveying Department  
3091 County Center Drive, Suite 120  
Auburn, California 95603

Subdivision Name: Bickford Ranch – Large Lot Subdivision Phase No. 1,  
Subdivision No. SUB-411A, Tract #918  
Recorded at: Book BB of Maps, at Page 77,  
Placer County Official Records (PCOR)  
Previous Subdivider: SUNCAL Bickford Ranch LLC  
Previous Subdivision Monument Agreement  
Recorded: July 6, 2007 as Document No. 2007-0067407, PCOR  
Extension of Subdivision Monument Agreement:  
Recorded September 13, 2010, as Document No. 2010-0071919, PCOR  
Subdivider: LV Bickford Ranch LLC, a Delaware limited liability company

Effective Date: \_\_\_\_\_

### **SUBDIVISION MONUMENT REPLACEMENT AGREEMENT**

This Subdivision Monument Replacement Agreement is entered into by and between the County of Placer, hereinafter called "County," and LV Bickford Ranch LLC, a Delaware limited liability company, hereinafter called "Subdivider," on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### **RECITALS**

1. SUNCAL Bickford Ranch LLC (the previous subdivider) received approval from County of a tentative subdivision map commonly known as Bickford Ranch Large Lot Subdivision (the "Subdivision").
2. Subdivider has obtained fee title to the property contained within the boundary of the final map for Bickford Ranch – Large Lot Subdivision Phase No. 1, recorded on July 6, 2007 in Book BB of Maps at Page 77, Placer County Official Records (the "Map"). A copy of this map is on file with the Placer County Community Development Resource Agency and by this reference incorporated herein.

3. County approved the Map subject to the execution of a Subdivision Monument Agreement by SUNCAL Bickford Ranch LLC, recorded July 6, 2007 as Document No. 2007-0067407, PCOR, and one extension thereto recorded September 13, 2010, as Document No. 2010-0071919, PCOR (the "SMA").
4. Subdivider acquired fee title to property contained within the boundary of the Map and bound by the SMA by virtue of a Grant Deed from SUNCAL Bickford Ranch LLC recorded on April 30, 2012 as Document No. 2012-0037520, PCOR.
5. Subdivider has requested, and the County has agreed, to execute this Subdivision Monument Replacement Agreement (the "Agreement") to recognize the change in ownership, provide replacement security for "the improvements" as described in Section 6 of the SMA and to extend the term for completion of said improvements.
6. County and Subdivider wish to memorialize their voluntary agreement to record this Agreement, and upon doing so, the SMA will be superseded by this Agreement and the SMA will no longer be a covenant running with the land.
7. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.)

**AGREEMENT**

6. **Improvements.** In conjunction with the proposed construction of infrastructure identified by the Placer County Engineering and Surveying Department as:  
 Bickford Ranch Road Phase A – PN 8442  
 Bickford Ranch Road Phase B – PN 8502  
 Lower Ranch Road – PN 8425  
 School Ranch Road – PN 8403 (collectively referred to as "the Proposed Construction"), the Subdivider agrees to place all the monuments as shown on the Map (the Improvements). The Improvements will be completed within 36 months of the effective date of this Agreement.
7. **Acceptance of Improvements upon Completion.** Upon satisfactory completion of the Improvements and Proposed Construction, County agrees to accept the improvements as complete, subject to the provisions of Paragraph 8 hereof.
8. **Warranty.** Subdivider agrees to remedy any defects in the Improvements to be occurring within twelve (12) months after acceptance thereof has been given in writing by the Board of Supervisors.
9. **Notice Regarding Construction.** Subdivider shall notify the Community Development Resource Agency one week prior to commencement of any construction of said improvements. At such time, Subdivider will also provide proof of insurance coverage pursuant to Paragraph 16.

10. **Indemnity and Hold Harmless.**

A. The Subdivider hereby agrees to protect, defend, indemnify, and hold County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. Subdivider agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Subdivider. Subdivider also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Subdivider or the County or to enlarge in any way the Subdivider's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Subdivider's performance pursuant to this contract or agreement.

As used above, the term County means Placer County or its officers, agents, employees, and volunteers.

B. It is mutually understood that Subdivider will bear the full responsibility for losses incurred by destruction or damage to the Improvements, from any cause whatsoever, and shall bear full responsibility for costs incurred or reasonably necessary, until the Improvements are accepted by the County.

11. **Delay.** If the placement of the monuments is delayed without fault of Subdivider, the time for completion thereof may be extended by the Director of the Community Development Resource Agency for such period of time as County may deem reasonable.

12. **Security.** Subdivider shall furnish to County security to ensure the faithful performance of all duties and obligations of Subdivider herein contained in accordance with Government Code Section 66499 and Placer County Code Article 16.16.050. Such security shall be in a form acceptable to the County Counsel. If bonds are submitted, Subdivider must provide documentation, in a form acceptable to the County Counsel, that the surety is duly admitted surety authorized to conduct business in the State of California. Such security shall be in the following amounts for the following purposes:

- A. **Faithful Performance:** One hundred percent (100%) of the estimated cost of the Improvements, which estimated cost is in the amount of: Three Hundred Twenty Seven Thousand Five Hundred Forty Eight dollars (\$327,548.00).

- B. **Labor and Materials:** One hundred percent (100%) of the estimated cost of the Improvements to secure payment to the contractor of the Improvements, to his subcontractors and to persons furnishing labor, materials or equipment to them.

13. **Irrevocability of Security.** The security furnished pursuant to Paragraph 12 shall be irrevocable, shall not be limited as to time (except as to the 12 month period specified in Paragraph 8), and shall provide that it shall be released, in whole or in part, only upon the written approval of the Director of the Community Development Resource Agency.

14. **Legal Jurisdiction.** This contract is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Contract it shall be subject to the interpretation under the laws of the State of California and any legal proceedings shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any federal court removal and/or original jurisdiction rights it may have.

15. **Release of Remaining Security.** At the conclusion of the construction of the Improvements, and upon written acceptance of them by the Board of Supervisors and approval of a Notice of Completion, the Director of the Community Development Resource Agency shall authorize the release and or reduction of the security provided pursuant to Paragraph 12 as provided by Government Code Section 66499.7.

Alternatively, if a new Bickford Ranch Large Lot Final Map is recorded which supersedes the monument locations shown on the Map, the Director of the Community Development Resource Agency shall authorize the release of the security. The requirement to set monuments will become the responsibility of the new Large Lot Final Map.

16. **Insurance.** Prior to the commencement of any work to construct the improvements associated with the Agreement, the Subdivider shall file with COUNTY a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

A. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Subdivider's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Subdivider.

Subdivider shall require all Subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

**B. GENERAL LIABILITY INSURANCE:**

a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Subdivider, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by Subdivider in this Agreement.

b. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

c. If SUBDIVIDER carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

d. If SUBDIVIDER carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

e. Special Claims Made Policy Form Provisions:

Subdivider shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by Subdivider shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

C. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- b. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with

respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

- c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

D. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

E. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The Subdivider shall be responsible for all deductibles in all of the Subdivider's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

Subdivider's Obligations – Subdivider's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage – Subdivider shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Subdivider's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the Subdivider to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

17. **Monuments.** Subdivider agrees to install such survey monuments as depicted on the Final Map filed as a condition of this approval.

18. **Failure of Performance.** In the event Subdivider fails to perform one or more of the conditions herein, County shall have recourse to the security given to guarantee the performance of such acts. County shall have recourse against so much of the security as is necessary to discharge the responsibility of Subdivider hereunder. County shall have recourse against Subdivider for any and all amounts necessary to complete the obligations of Subdivider in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the County, in addition to the costs of the improvements, shall be a proper charge against the security and/or Subdivider.

19. **Attorney's Fees.** 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.

20. **Agreement Binding on Successors.** This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

21. **Subdivision Map Act Controlling.** To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

Dated: COUNTY OF PLACER

By: \_\_\_\_\_  
CHAIR OF THE PLACER COUNTY  
BOARD OF SUPERVISORS

Dated: SUBDIVIDER:  
LV BICKFORD RANCH LLC,  
a Delaware limited liability company

By: PAMI HOLDINGS LLC,  
a Delaware limited liability company  
Its: Managing Member

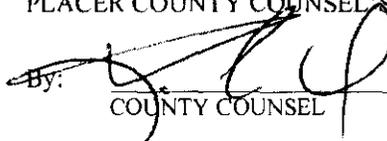
By: LEHMAN BROTHERS HOLDINGS INC.,  
a Delaware corporation  
Its: Managing Member

Signature:   
Name: Brian Barry  
Its: Authorized Signatory  
Its: Authorized Signatory

APPROVED AS TO FORM

PLACER COUNTY COUNSEL'S OFFICE

Dated: 5/10/16

By:   
COUNTY COUNSEL