



**MEMORANDUM**  
**COMMUNITY DEVELOPMENT RESOURCE AGENCY**  
**ENGINEERING & SURVEYING DIVISION**  
County of Placer

**TO:** Honorable Board of Supervisors **DATE:** August 31, 2021  
**FROM:** Steve Pedretti, Community Development Resource Agency Director  
**BY:** Leslie Amsberry, County Surveyor  
**SUBJECT:** Bickford Ranch Specific Plan Phase 1 Improvement Agreement - Offsite Sewer and Sierra College Boulevard

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**ACTION REQUESTED**

1. Approve and authorize the Chair to execute the Bickford Ranch Specific Plan Phase 1 Improvement Agreement with Bickford Improvement Company, LLC, and approve recordation of the Improvement Agreement.

**BACKGROUND**

The Bickford Ranch Specific Plan (BRSP) is an adopted specific plan project that will create 1,890 residential lots. The project is located south of Highway 193 and east of Sierra College Boulevard in the Penryn area. The Board took action to approve the amended BRSP and supporting documents, including an Amended and Restated Development Agreement, on December 8, 2015. Phase 1 of the project includes 1,049 residential lots and was further sub-phased into Phases 1A, 1B, and 1C. Improvement plans for public infrastructure supporting the development of Phase 1 have been submitted for County review and are near plan approval. The Bickford Improvement Company, LLC (BIC), as the constructing developer, has been assigned and has assumed the Development Agreement of the BRSP.

The proposed infrastructure improvements include approximately one mile of 18-inch gravity line sanitary sewer and related appurtenances to be installed generally within the shoulder on the south side of State Route 193 and continuing south within the shoulder on the west side of Sierra College Boulevard for a total distance of approximately one mile, and intersection improvements, traffic signal modification, and road widening to four lanes of a portion of Sierra College Boulevard. The offsite sewer and Sierra College Boulevard improvements are eligible for Community Facilities District (CFD) public infrastructure financing with an Improvement Agreement including the requirement to post security to guarantee completion of these improvements.

A BRSP Phase 1 Offsite Sewer and Sierra College Boulevard Improvement Agreement has been prepared to satisfy CFD requirements for the BIC to construct the first phase of backbone public infrastructure to support Phase 1 final small lot subdivisions maps. As described in the Improvement Agreement, security sufficient to cover Faithful Performance and Labor and Materials has been posted with the County and includes a description of the improvements to be constructed within existing public easements.

**ENVIRONMENTAL IMPACT**

The Board of Supervisors certified a final Environmental Impact Report (EIR) for the BRSP in December of 2001, with Addendums to the final EIR adopted in October 2004 and December 2015. In addition, the proposed activity is to meet the requirements of CFD public infrastructure

Honorable Board of Supervisors

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Bickford Ranch Specific Plan Phase 1 Improvement Agreement - Offsite Sewer and Sierra

College Boulevard

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financing and is an administrative activity exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines Section 15061(b)(3).

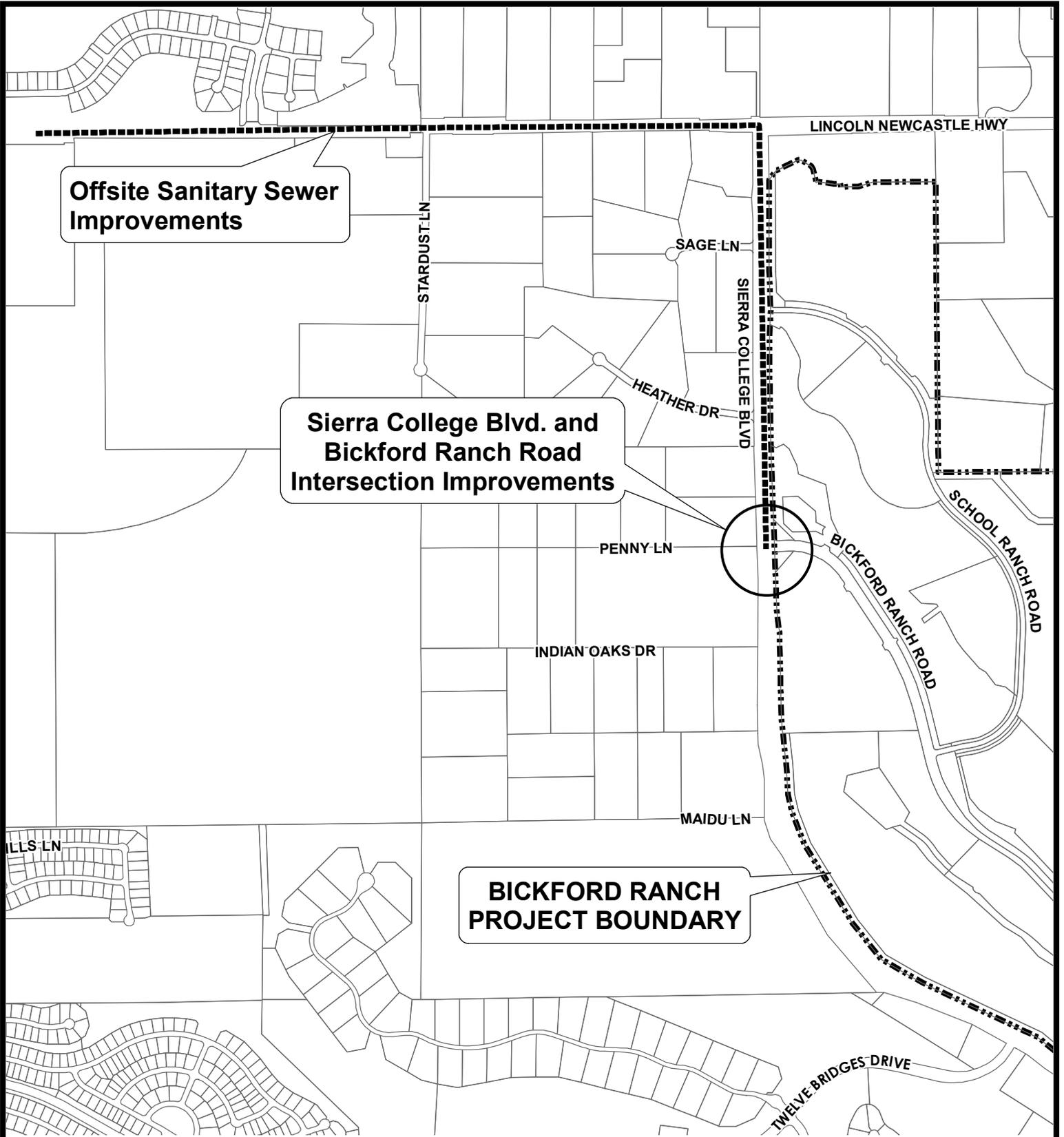
**FISCAL IMPACT**

There is no fiscal impact to the County by approving this agreement. All costs associated with the Improvement Agreement are funded by the Constructing Developer.

**ATTACHMENTS**

Attachment A: Offsite Sewer and Sierra College Boulevard Location Exhibit

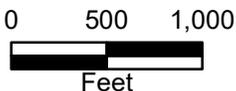
Attachment B: Improvement Agreement



**Offsite Sanitary Sewer Improvements**

**Sierra College Blvd. and Bickford Ranch Road Intersection Improvements**

**BICKFORD RANCH PROJECT BOUNDARY**



**Attachment A  
Vicinity Map  
Offsite Sanitary Sewer  
and Sierra College  
Intersection Improvements**

**Recording Requested by: CDRA ESD**

**Return to:**

Community Development Resource Agency  
Engineering and Surveying Division  
3091 County Center Drive, Suite 120  
Auburn, CA 95603  
Attention: L. Amsberry

**THIS SPACE IS RESERVED  
FOR THE RECORDER'S USE**

Exempt from Recording Fees  
Govt. Code 27383

Bickford Ranch Specific Plan Phase 1  
Offsite Sewer and Sierra College Boulevard  
Improvement Plan No. ESD17-00333 & ESD17-00300  
Constructing Developer: Bickford Improvement Company,  
LLC, a California limited liability  
company

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

**IMPROVEMENT AGREEMENT**

**BICKFORD RANCH SPECIFIC PLAN  
Phase 1 Infrastructure Improvements:  
Offsite Sewer and Sierra College Boulevard**

This Improvement Agreement is entered into by and between the County of Placer, hereinafter called "County," and Bickford Improvement Company, LLC, a California limited liability company, hereinafter called "Constructing Developer," on the \_\_\_ day of \_\_\_\_\_, 2021.

**RECITALS**

1. Constructing Developer has received approval from County of that certain Bickford Ranch Specific Plan Phase 1 Infrastructure Phasing Plan ("Bickford Ranch IPP") for development of Bickford Ranch Specific Plan Phase 1 Small Lot Vesting Tentative Map ("Phase 1") within the Bickford Ranch Specific Plan ("the Specific Plan"). A copy of the Bickford Ranch IPP is on file with the Placer County Community Development Resource Agency and by its reference is incorporated herein.
2. Constructing Developer desires to install the Infrastructure Improvements commonly referred to as Bickford Ranch Phase 1 Offsite Sanitary Sewer and Sierra College Boulevard improvements, as more particularly described in **Exhibit 1**, which is required by the Bickford Ranch IPP to support development and prior to any final map recordation within Phase 1 of the Specific Plan. Constructing Developer intends to seek further land use entitlements to develop Phase 1, including approval of final small lot subdivision maps

to further subdivide Phase 1 for development consistent with the Specific Plan and Bickford Ranch IPP, and desires that the County rely on this Agreement as assuring the construction of the Infrastructure Improvements when reviewing and approving such further entitlements for phased development of Phase 1.

3. In accordance with the Corrected Amended and Restated Development Agreement By and Between the County of Placer and LV Bickford Ranch, LLC Relative to the Bickford Ranch Specific Plan (“Development Agreement”), which was subsequently assigned to Constructing Developer on \_\_\_\_\_, at Section 3.3.1, Constructing Developer is required to construct the Infrastructure Improvements prior to acceptance of any small lot onsite improvements for any development phase. Future phases of the Bickford Ranch Specific Plan owned by the Constructing Developer or sold to and owned by a separate small lot developer may have similar requirements for the Infrastructure Improvements and may rely on this Agreement.

4. Constructing Developer wishes to execute this Agreement as a condition precedent to installing the Infrastructure Improvements in order to comply with requirements to improve existing infrastructure for use of the Bickford Ranch Specific Plan area and to construct the Infrastructure Improvements, as required by the Development Agreement.

5. The Improvement Plans described herein for the Infrastructure Improvements have been substantially completed at this time. The Constructing Developer is willing to execute this Agreement and, upon approval of this Agreement by the County the Constructing Developer agrees to provide the required security and insurance to the County, as specified in Sections 13 and 17 below, respectively, for review and approval. Construction commencement of the work shown on the Improvement Plans will only be permitted upon final approval of the plans and upon receipt and approval by the County of all applicable security and insurance.

6. The authority for this Agreement is set forth in the Subdivision Map Act (“the Map Act”) (Government Code section 66410 et seq.), the Development Agreement, and this Agreement.

### **AGREEMENT**

7. **Improvement.** Constructing Developer agrees to complete the improvements (the “Infrastructure Improvements”) shown on that certain final improvement plan set more particularly described in **Exhibit 1** attached hereto (the “Improvement Plans”) submitted to, approved by, and filed with the Community Development Resource Agency. The Infrastructure Improvements described on the Improvement Plans are required as part of the Bickford Ranch IPP. The Infrastructure Improvements shall be completed in accordance with the requirements of the Map Act, the Bickford Ranch IPP, the Improvement Plans, the Standard Specifications of County improvement plans, and such other requirements as are included herein. Such work will be completed within thirty-six (36) months of the date of this Agreement.

8. **Acceptance of Improvement Upon Completion.** Upon satisfactory completion of the Infrastructure Improvements in accordance with the approved Improvement Plans, the Standard Specifications, and the conditions of approval of Phase 1 related to the Infrastructure Improvements, County agrees to accept the Infrastructure Improvements as complete, subject to the provisions of Paragraph 10 hereof.

9. **Notice Regarding Construction.** Constructing Developer shall notify the Community Development Resource Agency 48 hours prior to commencement of construction of the Infrastructure Improvements.

10. **Warranty.** Constructing Developer agrees to remedy any defects in the Infrastructure Improvements to be owned or maintained by Placer County or other public agency or utility (“the Public Improvements”) arising from faulty or defective design or construction of the Public Improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the Board of Supervisors. The first small lot subdivision within the Bickford Ranch IPP may not commence development and connect to the Public Improvements until after the expiration of this initial warranty period. Notwithstanding this initial 12-month warranty from the Constructing Developer, if and when Constructing Developer seeks to connect its development of the first small lot subdivision after the initial 12-month warranty period to any portion of the Public Improvements that have not yet been placed into service, Constructing Developer will be obligated to: (i) conduct at Constructing Developer’s sole expense and in the presence of staff for the agency or public utility owning the Public Improvement(s) a maintenance survey and investigation of the installed Public Improvement(s), or portion thereof, that has yet to be put into service and is required to serve the Constructing Developer’s property, (ii) as a condition of the development of its property and connection thereof to the Public Improvements for such service, cure to the satisfaction of the agency or utility owning such Public Improvement(s) any defects of the portion yet to be put in service of the Public Improvement(s) serving its property that are discovered by such investigation, and (iii) remedy any defects in the Public Improvement(s) arising from faulty or defective design or construction of the Public Improvement(s) occurring for a period of twelve (12) months after the applicable portion of the Public Improvement(s) has been placed into use. Any defects discovered within the initial warranty period or additional warranty period as portions of the Public Improvements are brought on line shall be remedied to the reasonable satisfaction of the owner of the Public Improvements, and said remedy shall then be warranted by the Constructing Developer for a period of 12-months from the date of remediation of the remedied portion of the facility.

11. **Indemnity and Hold Harmless.**

A. The Constructing Developer 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 Constructing Developer's performance pursuant to this contract or agreement. Constructing Developer agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Constructing Developer. Constructing Developer 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 Constructing Developer or the County or to enlarge in any way the Constructing Developer'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 Constructing Developer's performance pursuant to this contract or agreement.

B. Constructing Developer agrees to identify all existing utilities on the Improvement Plans and Specifications for the Infrastructure Improvements and pay all costs and expenses for relocation of utilities, whether shown on such Improvement Plans and Specifications or not, and to defend and hold harmless County from any claims arising out of failure to show or relocate such utilities.

C. It is mutually understood that Constructing Developer will bear the full responsibility for losses incurred by destruction or damage to the Infrastructure Improvements, from any cause whatsoever, and shall bear full responsibility for costs incurred or reasonably necessary to repair any such damage or destruction to the Infrastructure Improvements, until the Infrastructure Improvements are accepted by the County or other appropriate public agency.

As used in subsections (A) through (C) above, the term County means Placer County or its officers, agents, employees, and volunteers.

12. **Delay.** If the construction of the Infrastructure Improvements is delayed without fault of Constructing Developer, 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.

13. **Security.** Constructing Developer shall furnish to County security to ensure the faithful performance of all duties and obligations of Constructing Developer herein contained in substantially the same form and manner as required to secure acts or obligations in connection with recordation of subdivisions pursuant to Government Code Section 66499 et seq. and Placer County Code Section 16.16.050. Such improvement security shall be in a form and from a surety acceptable to the County Counsel. If bonds are submitted, Constructing Developer 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. Furnishing of adequate security pursuant to this section is a condition precedent to the construction of the Infrastructure Improvements by the Constructing Developer.

The posting of such security shall not excuse, waive or reduce Constructing Developer's obligation hereunder to complete the Infrastructure Improvements as and when required hereunder. The County's acceptance of such security shall not create any obligation on the

County, in the event of any default by Constructing Developer or its contractor to complete the Infrastructure Improvements, to enforce the security, or assume any responsibility to complete the Infrastructure Improvements.

In addition to posting such security, in all acquisition agreements between the Constructing Developer and the County related to community facilities financing districts (“CFDs”) that may include funding for the Infrastructure Improvements, Constructing Developer shall include language in such agreements allowing the County, at its discretion, to use the CFD proceeds to fund the completion of the Infrastructure Improvements upon any default by Constructing Developer hereunder.

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 Public Improvement securing performance of this Agreement, which estimated cost is in the amount of \$1,146,277 for Offsite Sewer (ESD17-00333) and \$2,497,974 for Sierra College Boulevard (ESD17-00300).

B. **Labor and Materials:** One hundred percent (100%) of the estimated cost of the Public Improvement, as set forth in Paragraph A immediately preceding, securing payment to the contractor of improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.

For reference: The cost to complete the Infrastructure Improvements is estimated to be \$1,146,277 for Offsite Sewer (ESD17-00333) and \$2,497,974 for Sierra College Boulevard (ESD17-00300) for a total of \$3,644,251. See **Exhibit 2** attached hereto for additional security amounts.

14. **Irrevocability of Security.** The improvement security furnished pursuant to Paragraph 13 shall be irrevocable, shall not be limited as to time (except as to the 12 month period specified in Paragraph 10), 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.

15. **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.

16. **Release of Remaining Security.** At the conclusion of the construction of the Infrastructure 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 of the security provided pursuant to Paragraph 13 in the same manner as provided by Government Code Section 66499.7.

17. **Insurance.** Constructing Developer shall file, with County, prior to commencement of construction of the Infrastructure Improvements, 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:**

Constructing Developer represents they have no employees and therefore, not required to have Workers Compensation coverage.

Constructing Developer agrees they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.

Constructing Developer 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 Constructing Developer, 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 Constructing Developer 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 Constructing Developer's contractor 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 Constructing Developer's contractor 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:

Constructing Developer 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 Constructing Developer's contractor 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 additional insureds 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 Constructing Developer's contractor, 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:

Constructing Developer represents they have no corporate owned autos and therefore, not required to carry Automobile Liability Insurance.

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 Constructing Developer's contractor shall be responsible for all deductibles in all of the Constructing Developer's contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

Constructing Developer's Obligations – Constructing Developer'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 – Constructing Developer shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. 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 Constructing Developer 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.

18. **Monuments.** Constructing Developer agrees to install such survey monuments as depicted on the Improvement Plans for the Infrastructure Improvements, and to replace any existing monuments disturbed or destroyed by construction of the Infrastructure Improvements.

19. **Failure of Performance.** In the event Constructing Developer or its contractor 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. The County shall have recourse against so much of the security as is necessary to discharge the responsibility of Constructing Developer hereunder. The County shall have recourse against Constructing Developer for any and all amounts necessary to complete the obligations of Constructing Developer in the event the security, therefore is insufficient to pay such amounts, or in the case of a bond, if the surety has not issued payment within ninety (90) days of the County's submittal of a demand for payment. All administrative costs incurred by the County, in addition to the costs of the Infrastructure Improvements, shall be a proper charge against the security and/or Constructing Developer. The County may elect, in its discretion, to enforce the security to complete such work.

20. **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, therefore, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the court.

21. **Agreement Binding on Successors/Effective Execution.** This Agreement shall be binding upon all the heirs, successors, and assigns of either party.

22. **Bickford Ranch Infrastructure Phasing Plan Controlling.** To the extent any provision of this Agreement conflicts with any terms, conditions, or provisions of the approved Bickford Ranch IPP, the applicable term, condition, or provision of such Bickford Ranch IPP shall control, and no action taken pursuant to this Agreement which conflicts with any term, condition or provision of the approved Bickford Ranch IPP shall relieve the person taking such action from compliance with the terms, conditions, and provisions of the Bickford Ranch IPP.

23. **Other Provisions: Restricted Development Pending Completion of Infrastructure Improvements.** So long as Constructing Developer is not in breach of this Agreement, the County acknowledges that Constructing Developer may rely on this Agreement and proceed with processing final small-lot subdivision maps for the Specific Plan within Phase 1 without having to separately commit to construct or post additional security to complete the Infrastructure Improvements required to serve such property.

Notwithstanding the foregoing, Constructing Developer or small lot developer, if applicable, will be obligated to enter into a separate subdivision improvement agreement and post separate security to assure the completion of its in-tract subdivision improvements and any other required improvements other than the Infrastructure Improvements.

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

COUNTY OF PLACER

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Robert Weygandt, District 2

CONSTRUCTING DEVELOPER:

BICKFORD IMPROVEMENT COMPANY, LLC,  
a California limited liability company

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
William B. Bunce, President

APPROVED AS TO FORM  
PLACER COUNTY COUNSEL'S OFFICE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
COUNTY COUNSEL

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 \_\_\_\_\_ )

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me

\_\_\_\_\_  
(Notary Name and Title) NOTARY PUBLIC,

personally appeared \_\_\_\_\_,  
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 (SEAL)

\_\_\_\_\_  
Notary Public in and for said county and state

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 \_\_\_\_\_ )

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me

\_\_\_\_\_  
(Notary Name and Title) NOTARY PUBLIC,

personally appeared \_\_\_\_\_,  
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 (SEAL)

\_\_\_\_\_  
Notary Public in and for said county and state

## **EXHIBIT 1**

### **Description of Infrastructure Improvements**

The “Infrastructure Improvements” that are the subject of this Agreement consist of those certain 18-inch gravity line sanitary sewer improvements and related appurtenances to be installed within the shoulder on the south side of State Route 193 and continuing south within the shoulder on the west side of Sierra College Boulevard for a total distance of approximately one mile, and the intersection improvements, traffic signal modification, and road widening of Sierra College Boulevard as more particularly described in the following improvement plan sets, on file with the Placer County Community Development Resource Agency:

1. Bickford Ranch Off-Site Sanitary Sewer Improvement Plans (ESD17-00333)
2. Bickford Ranch Sierra College Boulevard Improvement Plans (ESD17-00300)

## **EXHIBIT 2**

### **Cost Estimate for Infrastructure Improvements**

ESD17-00333: Offsite Sewer (July 2021 Engineer's Estimate) = \$1,146,277

ESD17-00300: Sierra College Boulevard (July 2021 Engineer's Estimate) = \$2,497,974

Additional security may be required if a contractor's low bid price is higher than the estimated cost.