

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: October 15, 2020

Item description/summary:

Consider park development agreement for River Oaks South. River Oaks Plumas Development LLC has submitted a park development agreement for Villages 1, 2 and 3 as required by the County for their final map clearance. OPUD staff and legal counsel have reviewed and amended the agreement as appropriate and the developer has accepted all changes. In this agreement the developer will build the parks at 60% build-out for the respective villages and pay park in-lieu fees for park acre shortages. The agreement, both redlined and clean, as well as the irrevocable offer of dedication for each site are attached for review.

Fiscal Analysis:

N/A

Employee Feedback

None

Sample Motion:

Move to approve the park development agreement with River Oaks Plumas Development LLC.

Prepared by:

John Tillotson, P.E., General Manager

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Olivehurst Public Utility District
P.O. Box 670
Olivehurst, CA 95691
Attention: General Manager

SPACE ABOVE THIS LINE FOR RECORDING USE

APN: _____
Exempt from recording fees per
Government Code §§ 6103 and 27383

IRREVOCABLE OFFER OF DEDICATION

Commented [RDA1]: There should be one of these for each Park Site.

This IRREVOCABLE OFFER OF DEDICATION (“Offer”) is made and effective this ____ day of _____, 2020 by RIVER OAKS PLUMAS DEVELOPMENT, LLC, a California limited liability company (“Offeror”) for exclusive acceptance by the OLIVEHURST PUBLIC UTILITIES DISTRICT, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq. (“OPUD”). This Offer is irrevocable and shall be absolutely binding upon the Offeror, its heirs, successors, assigns, and all persons claiming an interest in the Property, defined below, through them.

RECITALS

A. Offeror owns the real property located in the County of Yuba (the “County”) described in **Exhibit “A”** attached hereto and by this reference incorporated herein (the “Property”).

B. Offeror wishes to offer to dedicate the Property to OPUD for public purposes, including park and recreational purposes.

NOW THEREFORE, in consideration of the mutual promises, approvals, and covenants made by the parties and other considerations, the value, adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Irrevocable Offer of Dedication.** Offeror does hereby irrevocably offer to dedicate in fee the Property, together with all improvements located on the Property, for any public purpose, including without limitation park and recreational purposes. This Offer is irrevocable and shall be absolutely binding upon the Offeror, its heirs, successors, assigns, and all persons claiming an interest in the Site through them.

2. **Time and Manner of Acceptance.**

2.1 The Property or any part thereof may only be accepted by Resolution of OPUD’s Board of Directors (the “Board”) and not in any other manner. Any purported

acceptance of this Offer by or on behalf of OPUD, other than in this manner, shall be null and void and of no force or effect.

2.2 This Offer shall remain in effect until accepted by Resolution of OPUD Board. This Offer may not be terminated, or the right to accept the Offer abandoned, except by Resolution of OPUD Board in the same manner as prescribed for summary vacation of streets or highways by Part 3 (commencing with Section 8300) of Division 9 of the Streets and Highways Code.

2.3 Upon acceptance of the Offer, OPUD shall provide Offeror with a copy of its Resolution of Acceptance, and record a Notice of Acceptance in the Official Records of the County.

3. **Notices.** Any notices which either party may desire to give to the other party under this Offer must be in writing and may be given either by (i) personal service; (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To OPUD:	Olivehurst Public Utility District P.O. Box 670 Olivehurst, CA 95691 Attention: General Manager
To Offeror:	River Oaks Plumas Development, LLC 532 Gibson Drive, Suite 200 Roseville, CA 95678 Attn: Chris Robles

4. **Offer Runs With Land.** The provisions of this Offer shall inure to the benefit of and be binding upon the owners of the Site and their heirs, successors or assigns, and any other person claiming an interest in the Site through them.

5. **Waiver of Further Compensation.** Offeror hereby expressly and unconditionally waives any and all right to claim, demand, or receive any further compensation for the Property which Offeror may be eligible to receive under the California Relocation Assistance Act (Government Code §7260, et seq.), Article 1, §19 of the California Constitution, the California Eminent Domain Law (Code of Civil Procedure §1230.010, et seq.), and/or the California Code of Regulations, Title 25 or other applicable local, state, or federal statute, ordinance, regulation, rule, or decisional law (collectively “**Compensatory Laws**”), including, but not limited to, the fair market value of the property, severance damages, loss of goodwill, loss of profits, or relocation benefits and assistance, or claims for unreasonable precondemnation activities or inverse condemnation, or any other compensation as a result of OPUD’s requirement of the Property and/or acceptance of the Property. Furthermore, Offeror hereby expressly releases OPUD, the OPUD Board, and their respective officials, officers, employees, representatives, successors and assigns, from any liability, responsibility, or obligation to pay

any further compensation for OPUD's requirement of the Property and/or acceptance of the Property which Offeror may be eligible to receive under the Compensatory Laws as a result thereof.

6. **Authority to Execute.** The person executing this Offer on behalf of Offeror represents and warrants that he or she has the authority to execute this Offer on behalf of the Offeror and represents and warrants that the person has the authority to bind Offeror to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first written above.

DISTRICT:

**OLIVEHURST PUBLIC UTILITY
DISTRICT**

By: _____
John Tillotson, General Manager

OFFEROR:

**RIVER OAKS PLUMAS
DEVELOPMENT, LLC**

By: _____
Name: Jeffrey Saladin
Title: Manager

Date: _____

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)
) SS.
COUNTY OF _____)

On _____ before me, _____, 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.

Signature _____

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)
) SS.
COUNTY OF _____)

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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 _____

EXHIBIT "A"

Legal Description – Park Site Lot N|_____

Commented [RDA2]: Complete separately for each Park Site

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YUBA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT N AS SHOWN ON THAT TRACT MAP NO. 2003-015 OF RIVER OAKS SOUTH VILLAGE 1" FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF YUBA COUNTY IN BOOK _____ OF MAPS, AT PAGES _____ - _____.

APN: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Olivehurst Public Utility District
P.O. Box 670
Olivehurst, CA 95691
Attention: General Manager

SPACE ABOVE THIS LINE FOR RECORDING USE

APN: _____

Exempt from recording fees

ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION

OLIVEHURST PUBLIC UTILITIES DISTRICT, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq. (“**OPUD**”), is in receipt of an Irrevocable Offer of Dedication (“**Offer of Dedication**”) by RIVER OAKS PLUMAS DEVELOPMENT, LLC, a California limited liability company (“**Offeror**”), of fee title to the real property situated in the County of Yuba (the “**County**”) described in **Exhibit “A”** attached hereto and by this reference incorporated herein (the “**Property**”), together with all improvements located at the Property. The Offer of Dedication is dated as of _____, 20____, and was recorded in the Official Records of Yuba County on _____, as Document No. _____.

By executing this Acceptance of Irrevocable Offer of Dedication and causing the recordation thereof, OPUD hereby accepts the Offer of Dedication.

IN WITNESS WHEREOF, OPUD has executed this Acceptance of Irrevocable Offer of Dedication as of the ___ day of _____, 20____.

**OLIVEHURST PUBLIC UTILITY
DISTRICT**

By: _____
John Tillotson, General Manager

EXHIBIT "A"
Legal Description – Park Site

Commented [RDA3]: Complete separately for each Park Site

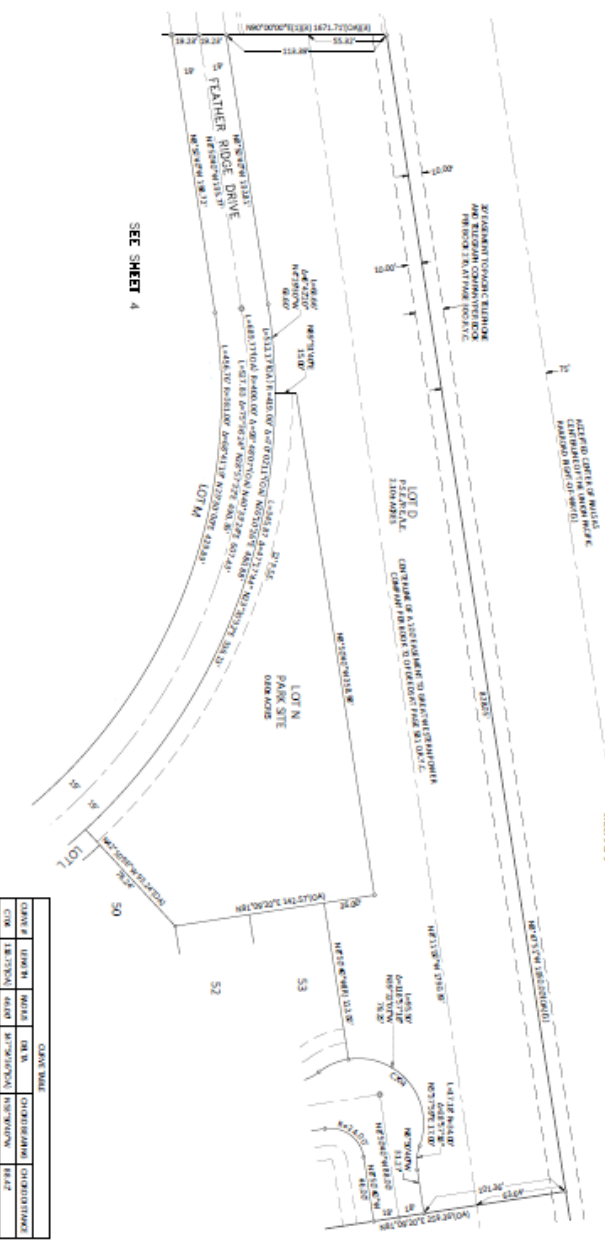
[To be provided/reviewed/confirmed by title company]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YUBA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

APN: _____

FOR EXAMINATION ONLY

TRACT MAP NO. 2003-15 OF RIVER OAKS SOUTH VILLAGE 1 BEING LOTS 21, 22, 23 AND A PORTION OF LOTS 20 AND 24 OF TRACT MAP 93-560 OF RIVER OAKS (BOOK 66 OF MAPS, PAGES 33-42) ALSO BEING A PORTION OF SECTION 16, T18N, R4E, MDB & M. COUNTY OF YUBA, CALIFORNIA NOVEMBER, 2020 MURRAY SMITH & ASSOCIATES SHEETS



OWNER	DATE	REASON	REMARKS

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Olivehurst Public Utility District
P.O. Box 670
Olivehurst, CA 95691
Attention: General Manager

SPACE ABOVE THIS LINE FOR RECORDING USE

APN: _____
Exempt from recording fees per
Government Code §§ 6103 and 27383

IRREVOCABLE OFFER OF DEDICATION

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RECITALS

A. Offeror owns the real property located in the County of Yuba (the “County”) described in **Exhibit “A”** attached hereto and by this reference incorporated herein (the “Property”).

B. Offeror wishes to offer to dedicate the Property to OPUD for public purposes, including park and recreational purposes.

NOW THEREFORE, in consideration of the mutual promises, approvals, and covenants made by the parties and other considerations, the value, adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Irrevocable Offer of Dedication.** Offeror does hereby irrevocably offer to dedicate in fee the Property, together with all improvements located on the Property, for any public purpose, including without limitation park and recreational purposes. This Offer is irrevocable and shall be absolutely binding upon the Offeror, its heirs, successors, assigns, and all persons claiming an interest in the Site through them.

2. **Time and Manner of Acceptance.**

2.1 The Property or any part thereof may only be accepted by Resolution of OPUD’s Board of Directors (the “Board”) and not in any other manner. Any purported

acceptance of this Offer by or on behalf of OPUD, other than in this manner, shall be null and void and of no force or effect.

2.2 This Offer shall remain in effect until accepted by Resolution of OPUD Board. This Offer may not be terminated, or the right to accept the Offer abandoned, except by Resolution of OPUD Board in the same manner as prescribed for summary vacation of streets or highways by Part 3 (commencing with Section 8300) of Division 9 of the Streets and Highways Code.

2.3 Upon acceptance of the Offer, OPUD shall provide Offeror with a copy of its Resolution of Acceptance, and record a Notice of Acceptance in the Official Records of the County.

3. **Notices.** Any notices which either party may desire to give to the other party under this Offer must be in writing and may be given either by (i) personal service; (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To OPUD: Olivehurst Public Utility District
P.O. Box 670
Olivehurst, CA 95691
Attention: General Manager

To Offeror: River Oaks Plumas Development, LLC
532 Gibson Drive, Suite 200
Roseville, CA 95678
Attn: Chris Robles

4. **Offer Runs With Land.** The provisions of this Offer shall inure to the benefit of and be binding upon the owners of the Site and their heirs, successors or assigns, and any other person claiming an interest in the Site through them.

5. **Waiver of Further Compensation.** Offeror hereby expressly and unconditionally waives any and all right to claim, demand, or receive any further compensation for the Property which Offeror may be eligible to receive under the California Relocation Assistance Act (Government Code §7260, et seq.), Article 1, §19 of the California Constitution, the California Eminent Domain Law (Code of Civil Procedure §1230.010, et seq.), and/or the California Code of Regulations, Title 25 or other applicable local, state, or federal statute, ordinance, regulation, rule, or decisional law (collectively “**Compensatory Laws**”), including, but not limited to, the fair market value of the property, severance damages, loss of goodwill, loss of profits, or relocation benefits and assistance, or claims for unreasonable precondemnation activities or inverse condemnation, or any other compensation as a result of OPUD’s requirement of the Property and/or acceptance of the Property. Furthermore, Offeror hereby expressly releases OPUD, the OPUD Board, and their respective officials, officers, employees, representatives, successors and assigns, from any liability, responsibility, or obligation to pay

any further compensation for OPUD's requirement of the Property and/or acceptance of the Property which Offeror may be eligible to receive under the Compensatory Laws as a result thereof.

6. **Authority to Execute.** The person executing this Offer on behalf of Offeror represents and warrants that he or she has the authority to execute this Offer on behalf of the Offeror and represents and warrants that the person has the authority to bind Offeror to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first written above.

DISTRICT:

**OLIVEHURST PUBLIC UTILITY
DISTRICT**

By: _____
John Tillotson, General Manager

OFFEROR:

**RIVER OAKS PLUMAS
DEVELOPMENT, LLC**

By: _____
Name: Jeffrey Saladin
Title: Manager

Date: _____

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)
) SS.
COUNTY OF _____)

On _____ before me, _____, 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.

Signature _____

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STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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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 _____

EXHIBIT "A"

Legal Description – Park Site Lot E _____

Commented [RDA2]: Complete separately for each Park Site

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YUBA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT E AS SHOWN ON THAT TRACT MAP NO. 2003-015 OF RIVER OAKS SOUTH VILLAGE 1" FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF YUBA COUNTY IN BOOK _____ OF MAPS, AT PAGES _____ - _____.

APN: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Olivehurst Public Utility District
P.O. Box 670
Olivehurst, CA 95691
Attention: General Manager

SPACE ABOVE THIS LINE FOR RECORDING USE

APN: _____

Exempt from recording fees

ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION

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By executing this Acceptance of Irrevocable Offer of Dedication and causing the recordation thereof, OPUD hereby accepts the Offer of Dedication.

IN WITNESS WHEREOF, OPUD has executed this Acceptance of Irrevocable Offer of Dedication as of the ___ day of _____, 20____.

**OLIVEHURST PUBLIC UTILITY
DISTRICT**

By: _____
John Tillotson, General Manager

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STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____ before me, _____, 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.

Signature _____

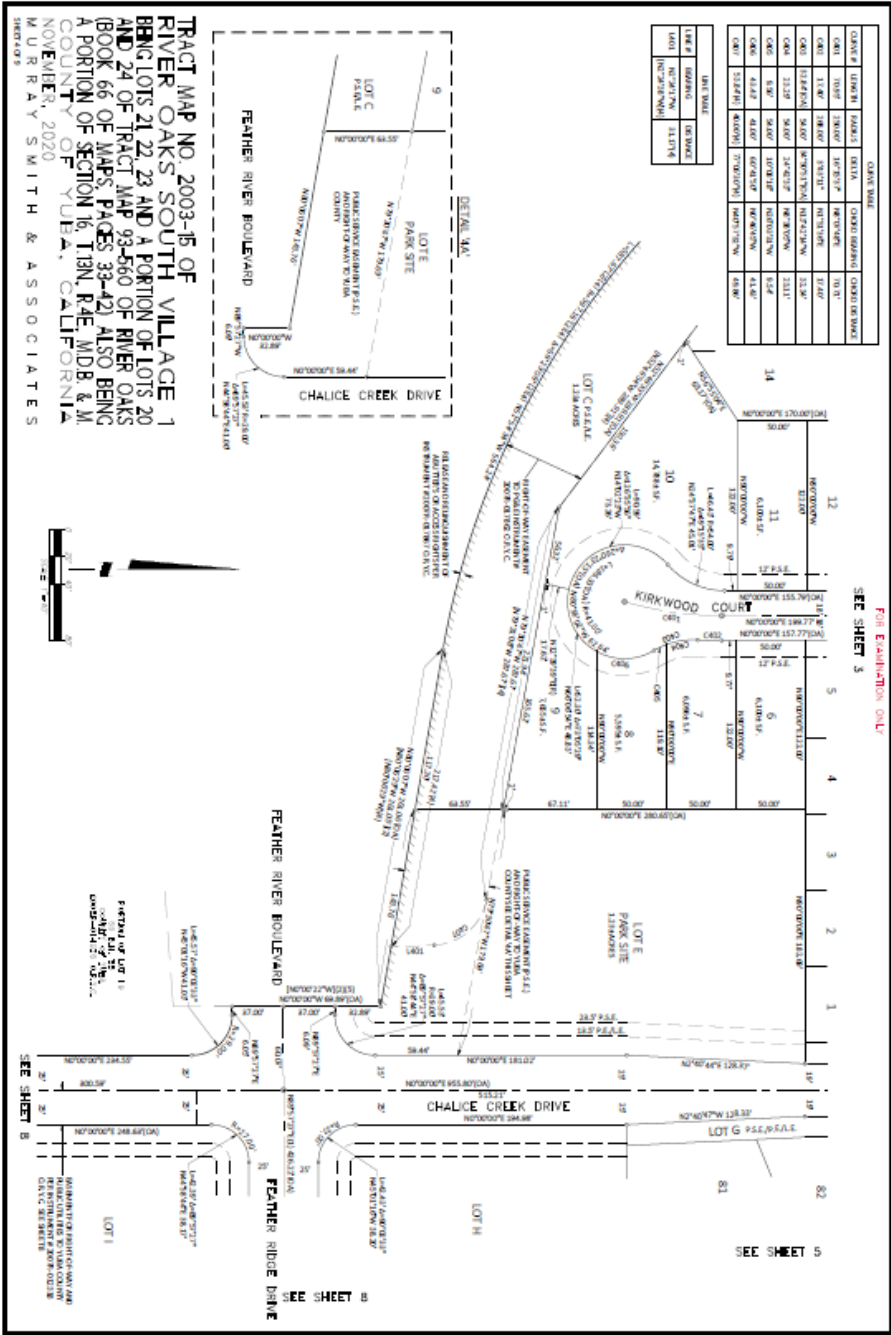
EXHIBIT "A"
Legal Description – Park Site

Commented [RDA3]: Complete separately for each Park Site

[To be provided/reviewed/confirmed by title company]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YUBA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

APN: _____



PARK DEVELOPMENT AGREEMENT
(River Oaks South, Plumas Lake Specific Plan)

THIS AGREEMENT is made and entered into this ___ day of _____, 2020 by and between the OLIVEHURST PUBLIC UTILITY DISTRICT, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq. (“OPUD”); and RIVER OAKS PLUMAS DEVELOPMENT, LLC, a California limited liability company (“Owner”), with respect to the following.

RECITALS

A. Owner owns certain real property, commonly referred to as River Oaks South, consisting of the two hundred and forty-nine (249) residential lots, two (2) commercial parcels, and two (2) Mini Park sites shown on the map attached hereto as **Exhibit “A”** (the “**Property**”), which is a portion of approved tentative map, TSTM- 2003-0015 (the “**Tentative Map**”). The Property under the Tentative Map has three (3) villages, with eighty-three (83) residential lots in Village 1, seventy-two (72) residential lots in Village 2, and ninety-four (94) residential lots in Village 3. The commercial parcels are located in Village 1, with the two Mini Park sites also located in Village 1. The Property is part of the larger development known as the Plumas Lake Specific Plan (“**PLSP**”), in Yuba County, California. Owner— intends to record a final map or multiple final maps for the Property.

B. The Property will be developed as shown in **Exhibit “A.”** The Property includes areas planned for two future “Mini Parks,” the locations of which sites are shown on the Tentative Map Exhibit “A” (individually “Park Site C” and “Park Site D,” and identified as lots E and N respectively on the proposed final map and collectively the “**Park Sites**”), and are generally shown in the Plumas Lake Specific Plan Area Park Master Plan (the “**Park Master Plan**”) adopted by OPUD. Owner has also agreed to design and construct the improvements to the Park Sites, subject to reimbursement as provided herein.

C. The PLSP, and the County, as a condition to its approval of the first final map for the Property, require that the Owner enter into an agreement with OPUD setting forth the specifications and timing of park dedication and/or payment of fees in lieu thereof by Owner prior to recordation of a final map. Owner is further required to install the required park improvements and to pay a park development fee (or have such fees paid by home builders on the Property) sufficient to fund Owner’s fair share of park improvements. Owner shall be entitled to claim, based on the approved costs expended by Owner, reimbursement by OPUD from park development fees paid by Owner’s successors and assigns in the Property. Implementation of these refunds and reimbursements are to be governed by the terms and conditions of this Agreement.

D. OPUD is willing to accept title to the real property and the improvements described herein, and to provide for reimbursement from fees collected from Owner’s successors and assigns in the Property for the park improvements as required, in accordance with the terms and conditions set forth in this Agreement.—

Commented [A1]: Identify per the Tentative Map and Exhibits B and C; same terminology should go into Irrevocable Offer of Dedication and Acceptance

NOW THEREFORE, in consideration for the mutual promises, conditions and covenants hereinafter set forth, the parties agree as follows:

1. Dedication and Acceptance.

(a) Dedication of Park Site. Within thirty (30) days of the execution hereof by OPUD, Owner shall by separate instruments, irrevocably offer for dedication to OPUD, each of the Park Sites. Prior to acceptance of either ~~the~~ dedicated Park Site, its must be free and clear of any wells, storage tanks, vernal pools, wetlands, or endangered species habitat. The Park Site~~s~~ shall also be free and clear of any and all liens, easements and encumbrances, except those easements required as conditions of approval for the Property, and such other exceptions, if any, approved in writing by OPUD. Upon OPUD's acceptance of each the dedicated Park Site~~s~~, and as a condition to the effectiveness thereof, Owner shall provide to OPUD a policy of title insurance equal to the value of the respective Park Sites property~~ies~~ with improvements, showing title subject only to such permitted exceptions. Any accrued and unpaid real property taxes, special taxes, or assessments for each of the Park Sites shall be paid by Owner through the date the Final Improvements (described in Section 2 below) on each respective Park Site have been completed by Owner and accepted by OPUD.

(i) Calculation of Parkland Dedication Obligation and In-Lieu Fees for the Property. ~~—~~ The irrevocable offer~~s~~ of dedication referenced in this Section 1 shall be credited against Owner's "**Parkland Dedication**" obligation for the Property pursuant to the requirements of OPUD and County, including County Code section 11.15.661. Based on a Parkland Dedication obligation for the Property of approximately 3.61 acres (using the County's formula of .005 acres per person times 2.9 persons per lot, times 249 residential lots in the Property) and the Park Sites containing approximately 2.03 acres, OPUD acknowledges that, with OPUD's acceptance of dedication of the Park Sites identified in Exhibit "A" pursuant to the terms hereof, Owner shall have fully satisfied the Parkland Dedication obligation of 1.20 acres as to Village 1 of the Property, and a portion of the Parkland Dedication obligation for Village 2 of the Property (all but 0.21 acres of the Village 2 Parkland Dedication obligation will be satisfied by the dedication of the Park Sites), with all of the Parkland Dedication obligation for Village 3 remaining unsatisfied by the dedication of the Park Sites. In-lieu fees shall be payable for the unsatisfied Parkland Dedication obligation of the Property, with such in-lieu fees paid by Villages 2 and 3 of ~~the~~ Property. ~~————~~

(b) Acceptance of Park Sites. Owner's irrevocable offer~~s~~ of dedication shall remain open while the Initial and Final Park Improvements are completed for each respective Park Site. OPUD shall accept each of the respective Park Sites for ownership and authorize recordation of the deed for each of the Park Sites when the Initial and Final Improvements described in Section 2 are complete for one and then the other of the two Park Sites, provided OPUD shall not be obligated to accept the second of the Park Sites prior to such completion of that second of the Park Sites.

2. Construction of Improvements.

(a) Initial Improvements. The parties acknowledge that Owner shall complete all of the design, engineering, and construction of the “Initial Improvements”, which include frontage improvements, stubbed utilities, and rough grading of the particular Park Site-, for each of the Park Sites prior to OPUD clearing any building permits, occupancy permits or any other entitlement other than as required for recordation of the first final subdivision map for the Property and confirm that OPUD will serve the Property.

(b) Final Improvements. Owner shall be responsible for funding and completing all of the design, engineering and construction of the “Final Improvements” to the Park Sites, with refunds and reimbursement as set forth hereafter. The Final Improvements for each of the Park Sites are more particularly set forth in Exhibit “B.1 and B.2” and the Owner’s estimated budget for the costs to construct the Final Improvements for each of the Park Sites is attached hereto as part of Exhibit “C.1 and C.2”. The maximum costs of the improvements that have been allowed by OPUD as being consistent with the Park Master Plan for each of the Park Sites are described in Table 1 of Exhibit C.1 and C.2. Construction of the Final Improvements shall commence upon completion of the Initial Improvements and shall be completed and accepted by OPUD on or before the earlier of the date when sixty percent (60%) of the building permits are issued for the two hundred and forty-nine (249) residential lots in the Property, or one (1) year of such commencement, provided that any performance of any required inspections for the Final Improvements are not unreasonably withheld, conditioned or delayed by County or OPUD, and subject to Force Majeure Events (defined below). The foregoing times for commencement and completion of the Final Improvements shall be extended for the period of any unreasonable delay by OPUD in approving the improvement plans for the Final Improvements, unless such delay is caused by Owner.

(c) Design and Inspection. OPUD shall not unreasonably withhold, condition or delay its approval of the design of the Final Improvements, so long as the design of the Final Improvements is substantially consistent with the specifications for such Final Improvements adopted by OPUD and contained within the Park Master Plan. All Final Improvements shall be subject to the inspection of OPUD’s representatives. OPUD shall respond to requests by Owner for inspections in a timely manner.

3. Deposit and Security.

(a) Upon execution of this Agreement, Owner shall separately deposit with OPUD 2% (two percent) of the engineer’s estimated cost of the proposed Final Improvements for each of the Park Sites, which deposit shall be used to provide for engineering, plan review, and other OPUD expenses related to the review and approval of the design and construction of the Final Improvements for each of the two Park Sites as Owner may proceed with the respective Park Sites. Owner shall receive reimbursement of such deposits from Park Development Fees paid by builders of the homes in the Property (as that term is defined below) in the amount of such deposit(s) at such time such Park Development Fees are available to be paid to Owner as reimbursements.

~~(a)~~(b) Upon execution of this Agreement, but in any event before commencing construction of the Initial Improvements, Owner shall furnish to OPUD security to ensure the faithful performance of all duties and obligations of OPUD herein contained for each as Owner proceeds to construct a particular one of the Park Sites. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with OPUD or deposited with a recognized escrow agent for the benefit of the OPUD. The security furnished pursuant to this section 3 shall be irrevocable, shall not be limited as to time, and shall provide that it shall be released only upon the written approval of OPUD. At the conclusion of the construction of the improvements for a particular Park Site, and upon written acceptance of them by OPUD and approval of a Notice of Completion, OPUD shall authorize the release of the Performance security for the particular Park Site provided pursuant to this section 3 upon Owner furnishing of the warranty security as required by this section 3. Ninety (90) days after a notice of completion is filed with respect to the improvements for the particular Park Site, OPUD may authorize the release of the security given to secure payment for labor and materials as provided in this section 3 in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, OPUD may release so much of such security as is in excess of the total of the claims made against it. Such security shall be in the following amounts for the following purposes:

(i) **Performance:** One hundred percent (100%) of the estimated cost of the improvements for a particular Park Site securing performance of this Agreement, which estimated cost is in the amount of: Seven Hundred and Two Thousand Nine hundred Sixty Four DOLLARS (\$702,964) for Park Site E and DOLLARS (\$) for Park Site N.

(ii) **Payment of Labor and Materials:** One hundred percent (100%) of the estimated cost of the improvements for a particular Park Site, 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.

(iii) **Warranty:** Ten percent (10%) of the estimated cost of the improvements for a particular Park Site, as set forth in Paragraph ~~(a)~~ immediately preceding, to guarantee and warrant the improvements for a period of one (1) year following the completion and acceptance of the improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the improvements, but must be provided prior to their acceptance.

4. Credits.

(a) Parkland Dedication Credits. As noted in section 1 above, subject to County approval, Owner's dedication of the Park Sites will provide a credit 2.03 acres to Owner against the Property's Parkland Dedication obligation of 3.61 acres for the 249 residential lots in the Property, and such dedication will satisfy the Property's Parkland Dedication obligation for

Village 1 of the Property, and all but 0.21 acres of the Parkland Dedication obligation for Village 2, with in-lieu fees payable by Villages 2 and 3 of the Property.

(b) ~~Development Fee Reimbursement.~~ Development Fee Reimbursement. In addition to its park land dedication obligations, Owner is obligated to pay to County a park development fee to cover the cost of all Final Improvements and soft costs pursuant to the park development master plan and fee nexus study approved by OPUD and adopted by County, as established and as it may be modified from time to time (the “**Park Development Fee**”). This fee is collected by the County from Owner’s successors and assigns, the home builders, with each residential building permit issued for the Property, and forwarded to OPUD for purposes of funding park improvements in accordance with the Park Development Fee Nexus Study. Owner acknowledges that the Park Development Fee is based on the costs of Final Improvements and soft costs only and does not include any costs for the Initial Improvements, as those are an obligation of Owner, and therefore Owner shall not receive any refunds or reimbursement of costs incurred by Owner in connection with its construction of the Initial Improvements. The Park Development Fee consists of four components: a neighborhood park component, a community park component, a community center component, and an administrative component. The neighborhood park component of the Park Development Fee shall be referred to herein as the “**Neighborhood Park Fee.**” Owner has elected to construct the Final Improvements and receive reimbursement for the allowed costs of such Final Improvements. Therefore, upon Owner’s completion of the Final Improvements to the Park Site, Owner will be entitled to reimbursement from OPUD of the Neighborhood Park Fees collected by the County from home builders for the Park Sites that are held by OPUD. Owner may receive reimbursement of such additional costs of allowed expenses for Final Improvements that exceed the share of costs of Neighborhood Parks chargeable to Owner from Neighborhood Park Fees held by OPUD and received from other Owners within the Plan Area that are transferred to OPUD up to the lesser of (i) the actual costs incurred by Owner to design and install the Final Improvements, including construction management thereof, or (ii) the amount estimated by OPUD in the Nexus Study for the cost of the Final Improvements used to establish the Park Development Fee as of the date of such completion (which lesser amount is the “**Park Improvement Amount**”).

(c) Actual Costs Exceed Budgeted Amounts. If, during the course of construction, Owner anticipates that the actual costs of construction of the Final Improvements will exceed the Budgeted Costs therefor, then Owner may request, and in OPUD’s sole discretion receive additional reimbursement for all or a portion of such additional costs, provided, however, any such additional reimbursements are not an obligation of OPUD and shall, in any event, be subject to OPUD’s prior adoption, and the County’s approval, of a corresponding increase in the Park Development Fee sufficient to cover such additional reimbursement. OPUD acknowledges that any Final Improvements requested by OPUD in addition to those included on Exhibit B and included in the Park Master Plan shall be reimbursed to Owner at 100% of actual costs plus soft costs as provided for in the Park Master Plan.

(d) Timing and Sources for Reimbursement. Upon completion of the Final Improvements for each of the Park Sites, Owner shall be entitled to reimbursement in an amount equal to the Park Improvement Amount described above (which shall be referred to as the “**Reimbursement Amount**”). Reimbursements shall be derived from the Neighborhood Park Fees paid by home builders of the residences to be built in the Property to County and received by OPUD. Reimbursement shall be from unencumbered Neighborhood Park fees received from the

County by OPUD that are derived from the Property and other development projects. During development of the Park Sites, OPUD shall maintain, and separately account for the amount of the Neighborhood Park Fees for the Park Sites that are transferred to OPUD by the County. Within thirty (30) days after completion of the Final Improvements (based on a satisfactory final inspection of the particular Park Site by OPUD and confirmation that only minor punch list items remain to be performed), OPUD shall reimburse Owner from the Neighborhood Park Fees then held by OPUD with respect to the particular Park Site, up to, but not in excess of the Reimbursement Amount. If amounts held by OPUD are less than the Reimbursement Amount, OPUD shall continue to refund to Owner any additional Neighborhood Park Fees collected and paid to OPUD with respect to the Park Sites, up to, but not in excess of, the then remaining Reimbursement Amount; such additional refunds shall be paid within thirty (30) days of OPUD's receipt of the additional Neighborhood Park Fees collected with respect to the Park Sites. Thereafter, if the amounts of the Neighborhood Park Fees collected and paid to OPUD upon completion of development of the Park Sites are less than the Reimbursement Amount, the remaining Reimbursement Amount shall be paid by OPUD from Neighborhood Park Fees received by OPUD from development within the balance of PLSP/North Arboga Study Area. The payment of any such remaining Reimbursement Amount shall be paid on a first-completed, first-reimbursed basis, without interest, consistent with OPUD policy for such reimbursements. Notwithstanding the foregoing, Owner's receipt of amounts for reimbursement shall be subordinated to the following priority of uses set forth in OPUD Park Development Fee Nexus Study, dated June 16, 2005 - (1) critical projects as determined by OPUD; (2) repayment of inter fund loans; and (3) reimbursement of other developers with completed park site improvements prior to Owner's completion. ~~provided, however, that such subordination does not apply to any Park Development Fees collected from development of the Property, but rather applies to Park Development Fees collected by the County on properties of other Owners outside of the Property.~~ Nothing in the foregoing shall prevent OPUD from paying the full Reimbursement Amount sooner, after completion of the Final Improvements by Owner.

OPUD shall use good faith efforts to comply with any requirements of the County to cause the Neighborhood Park Fees paid by development in the PLSP to be transferred to OPUD for reimbursement for the Final Improvements, or if requested, to be reimbursed directly from County to Owner. Notwithstanding the foregoing, it is agreed that the Neighborhood Park Fees are development fees levied and collected by the County and OPUD does not guaranty nor shall it be obligated to enforce County's obligation to collect, account for, and transfer said fees to OPUD. The right to reimbursement hereunder is from Neighborhood Park fees received by OPUD and from no other funds. Reimbursement hereunder is not a general obligation of OPUD but shall be payable only from Neighborhood Park development fees received by OPUD that are reimbursable in accordance with this Agreement.

Notwithstanding any provision of this Section 4(d) to the contrary, if Neighborhood Park Fees for the Property exceed the Reimbursement Amount, any net fees, however realized, after payment of any and all outstanding Reimbursement Amounts related to the construction of the Park Site, may be applied by OPUD to fund any outstanding park master plan facilities for the Community Park, including without limitation, a special use facility, such as a community center, gymnasium, amphitheater, senior center, or sports complex to be located in one of the two community parks, or an interconnecting pedestrian/bikeway system, provided such use is in

accordance with law, including but not limited to the Mitigation Fee Act (Cal. Gov. Code section 66000 et seq.).

5. Park Site Maintenance. Commencing with a successful final inspection of each of the particular Park Sites (with only minor punch list items remaining to be performed), Owner shall provide a ninety (90) day plant maintenance period for the particular Park Site, during which time Owner shall maintain all landscaping. Owner may fence the Park Sites during such maintenance period. OPUD shall accept each of the Park Sites upon completion of the 90 day maintenance period and completion of the punch list work. Upon acceptance of the grant deed to a completed Park Site, OPUD shall assume responsibility for all maintenance, repair and operation of such improved Park Site subject however to a one-year warranty for defects in workmanship and materials pursuant to section 3-(b)(iii) herein, which warranty shall be provided by Owner or Owner's contractors upon OPUD's acceptance of the Park Site.

6. Entire Agreement. This Agreement, which includes the exhibits attached hereto and incorporated herein by this reference, contains the entire agreement of the parties with respect to the subject matters herein and there are no representations, oral or written, except as set forth herein. This Agreement supersedes all prior communications, discussions, disputes or negotiations.

7. No Joint Venture. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create an agency, partnership, joint venture, trust or other relationship with duties or incidents different from those to parties at an arm's length transaction.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

9. Notices. —All notices required or provided for under this Agreement shall be in writing and faxed, delivered in person or sent by certified mail, with postage prepaid, return receipt requested, to the parties at the addresses listed below.

If to County:

Yuba County
215 Fifth Street
Marysville, CA 95901
Attention: Community Development Director

If to OPUD:

Olivehurst Public Utility District
P.O. Box 670
Olivehurst, CA 95691
Attention: General Manager

If to Owner:

River Oaks Plumas Development, LLC
532 Gibson Drive, Suite 200
Roseville, CA 95678
Attn: Chris Robles
Phone: (916) 759-5940
Email: chrisroblesconsulting@gmail.com

10. Governing Law. This Agreement shall be governed by the laws of the State of California.

11. Headings. The headings of this Agreement are for reference purposes only and are not to be considered in construing this Agreement.

12. Severability. If any of the provisions of this Agreement shall be held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining provision, and the remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

13. Counterparts. This Agreement may be signed in counterparts and all counterparts together shall constitute one document. This Agreement may also be signed and delivered via facsimile.

14. Force Majeure. If delays occur in the construction of Final Improvements, or if any Final Improvements required by this Agreement are not completed in the time required by this Agreement through events or circumstances not within the direct control of Owner, Owner shall provide written notice of the same to OPUD and Owner will not be considered in default or breach of its obligations to construct the Final Improvements. Owner shall be excused for, among other things, delays in the performance of this Agreement unavoidably caused by County or other governmental authorities, earthquakes, tidal wave, war, shortage of materials, labor strikes, walkouts, litigation, acts of terrorism, weather, or other causes beyond the reasonable control of Owner or Owner's contractor and which Owner could not reasonably have anticipated in its constructing operations associated with the Final Improvements ("**Force Majeure Event**"). The occurrence of a Force Majeure Event shall only extend the time within which this Agreement requires certain acts to be performed by Owner, and then only for a period or periods equal to the period of delay caused by the Force Majeure Event.

15. Satisfaction of Conditions. OPUD agrees that by executing this Agreement, and complying with the terms and conditions herein, any general or specific tentative map conditions covered by this Agreement, including but not limited to any park land dedication and improvement requirements, for the Property shall be deemed satisfied by OPUD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first herein above written.

ATTEST:

Deputy Clerk of the Board

OPUD:

OLIVEHURST PUBLIC UTILITY
DISTRICT

By: _____
President of the Board of Directors

OWNER:

RIVER OAKS PLUMAS DEVELOPMENT,
LLC, a California limited liability company

By: _____
Name: Jeffrey Saladin Title: Manager

Date: _____

EXHIBIT "A"

Map of Property and Park Sites

Commented [A2]: Need to attach clearer copy, please

REVISED TENTATIVE MAP
 RIVER OAKS SOUTH
 COUNTY OF YUBA, CALIFORNIA
 OCTOBER 2004 SCALE: 1"=1



GENERAL NOTES:

Owner / Developer: Nelson Properties
 12833 Frank Center Drive, Suite 106
 Rancho Cordova, CA 95670
 Phone: (916) 633-1800

Planner / Engineer: MSA Engineering, Inc.
 221 Old Yuba Improvement, Suite 200
 Roseville, CA 95678-1107
 Phone: (916) 748-4400

Acres: 72.234 Ac.
 Present Use: Vacant
 Proposed Use: 63,724 Ac. Medium Density Residential II
 2,741 Ac. Highway Commercial Class A&B
 2,214 Ac. Neighborhood Park Local CM1
 3,112 Ac. Open Space Local R&B
 2,172 Ac. PG&E Reopment Local O&I
 6,514 Ac. Highway Interchange-Class I-F
 6,001 Ac. Future Caltrans Interchange II

Existing Zoning: Planning Reserve
 Proposed Zoning: Planning Reserve
 Lot Size: As Shown
 Proposed Improvements: Yuba County Std.
 Water Supply: Cheshure Public Utilities District (CP.U.D.)
 Sewage Disposal: D.P.U.D.
 Fire Protection: Leno Fire Protection District / C.P.U.D.
 School District: Thomas School District
 Park District: O.P.U.D.
 Storm Drainage: Yuba Co. / Reclamation District 784
 Power & Gas Utilities: P.G. & E.
 A.P.N.: 022-049-002, 003, 004, 005 & 006



Exhibit "B.1"

Commented [A3]: Does there need to be one of these for each of the Park Sites? See 2(b)



Exhibit "B-2"



Commented [A4]: Does there need to be one of these for each of the Park Sites? See 2(b)

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Exhibit "C-1"

Commented [A5]: There should be one of these for each of Park Sites C and D; see 2(b) for other requirements

River Oak South Village One - Mini Park Lot E				
Preliminary Estimated Cost of Construction - Labor and Materials				
Prepared For: Master Plan				
Project No.: 2353.1				
Date: April 22, 2019				
MOBILIZATION, DEMOLITION, AND GRADING				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	1 LS	\$27,486.00	\$27,486.00
2	Erosion Control	1.2 AC	\$5,000.00	\$6,000.00
3	Clearing and Grubbing	51,000 SF	\$0.15	\$7,650.00
4	Site Drainage and Grading	1 LS	\$15,000.00	\$15,000.00
5	Play area excavation (14" deep)	310 CY	\$25.00	\$7,750.00
Mobilization, Demotion, & Grading Subtotal				\$63,886.00



Site Amenities and Paving				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
6	Shade Structure - 25'x25'	1 EA	\$45,000.00	\$45,000.00
7	Picnic Tables	4 EA	\$1,800.00	\$7,200.00
8	Benches	5 EA	\$1,200.00	\$6,000.00
9	BBQ Grill - embedded post	1 EA	\$1,000.00	\$1,000.00
10	Serving Table - Embedded post	1 EA	\$1,500.00	\$1,500.00
11	Trash receptacles (2 recycle bins)	4 EA	\$1,200.00	\$4,800.00
12	Drinking Fountain with Pet Station	1 EA	\$8,500.00	\$8,500.00
13	Concrete Pad	7,625 SF	\$16.00	\$122,000.00
14	Mowcurb	175 LF	\$40.00	\$7,000.00
15	Crushed aggregate for accessible drive - 6" deep	27 CY	\$50.00	\$1,350.00
16	Park Sign	1 EA	\$6,500.00	\$6,500.00
Picnic Shade Structure & Restroom Subtotal				\$210,850.00

PLAYGROUNDS 2-5 AND 5-12				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
16	Fibar Fall Material	287 CY	\$85.00	\$24,395.00
17	Birds Nest Swing	1 EA	\$7,500.00	\$7,500.00
18	Tot playstructure (2-5 age group)	1 EA	\$50,000.00	\$50,000.00
19	Playstructure (5-12 age group)	1 EA	\$70,000.00	\$70,000.00
20	Play equipment installation	1 LS	\$38,250.00	\$38,250.00
Tot Playground Subtotal				\$190,145.00

PLANTING AND IRRIGATION				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
21	Irrigation - Turf Playfield	13,230 SF	\$2.25	\$29,767.50
22	Irrigation in Shrub Areas	14,000 SF	\$1.50	\$21,000.00
23	Irrigation Central Controller, Software and Associated Elements	1 LS	\$10,000.00	\$10,000.00
24	Booster Pump and Electrical Connection	1 LS	\$23,000.00	\$23,000.00
25	Dedicated Landscape Irrigation Meter	1 LS	\$7,500.00	\$7,500.00
26	Landscape Irrigation Backflow in Enclosure	1 LS	\$3,500.00	\$3,500.00
27	Planting	14,000 SF	\$2.00	\$28,000.00
28	Sod	13,032 SF	\$1.00	\$13,032.00
29	Mulch - 3" Layer	197 CY	\$75.00	\$14,775.00
Planting and Irrigation Subtotal				\$150,374.50

Project Sub-Total	\$615,455.50
10% Contingency	\$61,545.55
3% Soft Cost	\$18,463.67
Construction Administration	\$7,500.00
Total	\$702,964.72

This estimate is based on the Master Plan dated April 22, 2019.
 It is recognized that neither the Landscape Architect nor the client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid or competitive bidding, market or negotiating conditions. Accordingly, the Landscape Architect cannot warrant or represent that bids or negotiated prices will not vary from any statement of probable construction cost.

Exhibit "C-2"

Commented [A6]: There should be one of these for each of Park Sites C and D; see 2(b) for other requirements

PRELIMINARY STATEMENT OF PROBABLE COST

PROJECT: River Oaks South Village 1 - Lot N Mini Park

BASED ON: Conceptual Plan dated September 7, 2020

PREPARED BY: Garzon Design Studio Inc.

PURPOSE: Park Development Agreement

DATE: October 6, 2020

ITEM #	DESCRIPTION OF WORK / MATERIALS	QUANTITY	UNITS	UNIT COST	TOTAL
A	MOBILIZATION/GRADING				
1	Mobilization	1	LS	\$17,416.00	\$17,416.00
2	Erosion Control	0.80	AC	\$5,000.00	\$4,000.00
3	Clearing and Grubbing	35,000	SF	\$0.15	\$5,250.00
4	Site Drainage	1	LS	\$8,000.00	\$8,000.00
5	Site Grading	1	LS	\$12,000.00	\$12,000.00
	MOBILIZATION SUBTOTAL				\$46,666.00
B	HARDSCAPE				
6	Concrete path - 6' wide, 4" PCC /4" AB	3,200	SF	\$15.00	\$48,000.00
7	Concrete pad for Shade Structure	700	SF	\$20.00	\$14,000.00
8	Decompose Granite with binder for Cornhole courts- 3" Layer	1,300	SF	\$4.50	\$5,850.00
9	Decompose Granite with binder for Bocce Court- 3" Layer	1,800	SF	\$4.50	\$8,100.00
10	Decompose Granite with binder for Parkway Strip - areas between trees	2,100	SF	\$4.50	\$9,450.00
11	Bocce Court concrete curb	125	LF	\$40.00	\$5,000.00
12	Bocce Court Play Surface - Loose DG with oyster shells	540	SF	\$4.00	\$2,160.00
	HARDSCAPE SUBTOTAL				\$92,560.00
C	SITE AMENITIES				
13	Park Sign	1	EA	\$6,500.00	\$6,500.00
14	Shade Structure - 20'x20'	1	EA	\$42,000.00	\$42,000.00
15	Concrete Cornhole Court	4	EA	\$1,200.00	\$4,800.00
16	Picnic Tables	6	EA	\$2,000.00	\$12,000.00
17	Benches	5	EA	\$1,600.00	\$8,000.00
18	Trash receptables (2 recycle bins)	4	EA	\$1,200.00	\$4,800.00
19	Bike racks	3	EA	\$600.00	\$1,800.00
	SITE AMENITIES SUBTOTAL				\$79,900.00
D	PLANTING AND IRRIGATION				
20	Irrigation for Turf Field	5,200	SF	\$2.25	\$11,700.00
21	Irrigation for Planting Areas	15,000	SF	\$2.00	\$30,000.00
22	Irrigation Controllor	1	LS	\$10,000.00	\$10,000.00
23	Irrigation - Electrical Tesco Panel	1	LS	\$7,500.00	\$7,500.00
24	Booster Pump and Electrical Connection	1	LS	\$24,000.00	\$24,000.00
25	Irrigation Meter and Backflow preventer per Civil Plans	0	LS	\$0.00	\$0.00
26	Sod	5,200	SF	\$1.00	\$5,200.00
27	Soil Amendments	26,200	SF	\$0.25	\$6,550.00
28	Planting material	15,000	SF	\$2.00	\$30,000.00
29	Trees - 15 gallon	38	EA	\$175.00	\$6,650.00
30	Mulch - 3" layer	200	CY	\$75.00	\$15,000.00
	PLANTING & IRRIGATION SUBTOTAL				\$146,600.00
	PROJECT SUBTOTAL				\$365,726.00
	12% CONTINGENCY				\$43,887.12
	10% SOFT COST & CONSTRUCTION ADMIN				\$36,572.60
	TOTAL PROBABLE COST				\$446,186.00

NOTE:

1. This Statement of Probable Cost is based on the Conceptual Plan for Lot N Mini Park dated September 7, 2020.
2. It is recognized that neither the Landscape Architect nor the client has any control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid or competitive bidding, market or negotiating conditions. Therefore, the Landscape Architect makes no warranty, expressed or implied, as to the accuracy of probable cost as compared to bids, negotiated prices, and actual cost.

PARK DEVELOPMENT AGREEMENT
(River Oaks South, Plumas Lake Specific Plan)

THIS AGREEMENT is made and entered into this ___ day of _____, 2020 by and between the OLIVEHURST PUBLIC UTILITY DISTRICT, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq. (“**OPUD**”); and RIVER OAKS PLUMAS DEVELOPMENT, LLC, a California limited liability company (“**Owner**”), with respect to the following.

RECITALS

A. Owner owns certain real property, commonly referred to as River Oaks South, consisting of the two hundred and forty-nine (249) residential lots, two (2) commercial parcels, and two (2) Mini Park sites shown on the map attached hereto as **Exhibit “A”** (the “**Property**”), which is a portion of approved tentative map, TSTM 2003-0015 (the “**Tentative Map**”). The Property under the Tentative Map has three (3) villages, with eighty-three (83) residential lots in Village 1, seventy-two (72) residential lots in Village 2, and ninety-four (94) residential lots in Village 3. The commercial parcels are located in Village 1, with the two Mini Park sites also located in Village 1. The Property is part of the larger development known as the Plumas Lake Specific Plan (“**PLSP**”), in Yuba County, California. Owner intends to record a final map or multiple final maps for the Property.

B. The Property will be developed as shown in **Exhibit “A.”** The Property includes areas planned for two future “Mini Parks,” the locations of which sites are shown on the Tentative Map **Exhibit “A”** (individually “**Park Site C**” and “**Park Site D**,” and identified as lots E and N respectively on the proposed final map and collectively the “**Park Sites**”), and are generally shown in the Plumas Lake Specific Plan Area Park Master Plan (the “**Park Master Plan**”) adopted by OPUD. Owner has also agreed to design and construct the improvements to the Park Sites, subject to reimbursement as provided herein.

C. The PLSP, and the County, as a condition to its approval of the first final map for the Property, require that the Owner enter into an agreement with OPUD setting forth the specifications and timing of park dedication and/or payment of fees in lieu thereof by Owner prior to recordation of a final map. Owner is further required to install the required park improvements and to pay a park development fee (or have such fees paid by home builders on the Property) sufficient to fund Owner’s fair share of park improvements. Owner shall be entitled to claim, based on the approved costs expended by Owner, reimbursement by OPUD from park development fees paid by Owner’s successors and assigns in the Property. Implementation of these refunds and reimbursements are to be governed by the terms and conditions of this Agreement.

D. OPUD is willing to accept title to the real property and the improvements described herein, and to provide for reimbursement from fees collected from Owner’s successors and assigns in the Property for the park improvements as required, in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration for the mutual promises, conditions and covenants hereinafter set forth, the parties agree as follows:

1. Dedication and Acceptance.

(a) Dedication of Park Site. Within thirty (30) days of the execution hereof by OPUD, Owner shall, by separate instruments, irrevocably offer for dedication to OPUD, each of the Park Sites. Prior to acceptance of either dedicated Park Site, it must be free and clear of any wells, storage tanks, vernal pools, wetlands, or endangered species habitat. The Park Site shall also be free and clear of any and all liens, easements and encumbrances, except those easements required as conditions of approval for the Property, and such other exceptions, if any, approved in writing by OPUD. Upon OPUD's acceptance of each dedicated Park Site, and as a condition to the effectiveness thereof, Owner shall provide to OPUD a policy of title insurance equal to the value of the respective Park Sites property with improvements, showing title subject only to such permitted exceptions. Any accrued and unpaid real property taxes, special taxes, or assessments for each of the Park Sites shall be paid by Owner through the date the Final Improvements (described in Section 2 below) on each respective Park Site have been completed by Owner and accepted by OPUD.

(i) Calculation of Parkland Dedication Obligation and In-Lieu Fees for the Property. The irrevocable offers of dedication referenced in this Section 1 shall be credited against Owner's "**Parkland Dedication**" obligation for the Property pursuant to the requirements of OPUD and County, including County Code section 11.15.661. Based on a Parkland Dedication obligation for the Property of approximately 3.61 acres (using the County's formula of .005 acres per person times 2.9 persons per lot, times 249 residential lots in the Property) and the Park Sites containing approximately 2.03 acres, OPUD acknowledges that, with OPUD's acceptance of dedication of the Park Sites identified in Exhibit "A" pursuant to the terms hereof, Owner shall have fully satisfied the Parkland Dedication obligation of 1.20 acres as to Village 1 of the Property, and a portion of the Parkland Dedication obligation for Village 2 of the Property (all but 0.21 acres of the Village 2 Parkland Dedication obligation will be satisfied by the dedication of the Park Sites), with all of the Parkland Dedication obligation for Village 3 remaining unsatisfied by the dedication of the Park Sites. In-lieu fees shall be payable for the unsatisfied Parkland Dedication obligation of the Property, with such in-lieu fees paid by Villages 2 and 3 of the Property.

(b) Acceptance of Park Sites. Owner's irrevocable offers of dedication shall remain open while the Initial and Final Park Improvements are completed for each respective Park Site. OPUD shall accept each of the respective Park Sites for ownership and authorize recordation of the deed for each of the Park Sites when the Initial and Final Improvements described in Section 2 are complete for one and then the other of the two Park Sites, provided OPUD shall not be obligated to accept the second of the Park Sites prior to such completion of that second of the Park Sites.

2. Construction of Improvements.

(a) Initial Improvements. The parties acknowledge that Owner shall complete all of the design, engineering, and construction of the “Initial Improvements”, which include frontage improvements, stubbed utilities, and rough grading of the particular Park Site, for each of the Park Sites prior to OPUD clearing any building permits, occupancy permits or any other entitlement other than as required for recordation of the first final subdivision map for the Property and confirm that OPUD will serve the Property.

(b) Final Improvements. Owner shall be responsible for funding and completing all of the design, engineering and construction of the “Final Improvements” to the Park Sites, with refunds and reimbursement as set forth hereafter. The Final Improvements for each of the Park Sites are more particularly set forth in **Exhibit “B,1 and B,2”** and the Owner’s estimated budget for the costs to construct the Final Improvements for each of the Park Sites is attached hereto as part of **Exhibit “C,1 and C,2”**. The maximum costs of the improvements that have been allowed by OPUD as being consistent with the Park Master Plan for each of the Park Sites are described in Table 1 of Exhibit C,1 and C,2. Construction of the Final Improvements shall commence upon completion of the Initial Improvements and shall be completed and accepted by OPUD on or before the earlier of the date when sixty percent (60%) of the building permits are issued for the two hundred and forty-nine (249) residential lots in the Property, or one (1) year of such commencement, provided that any performance of any required inspections for the Final Improvements are not unreasonably withheld, conditioned or delayed by County or OPUD, and subject to Force Majeure Events (defined below). The foregoing times for commencement and completion of the Final Improvements shall be extended for the period of any unreasonable delay by OPUD in approving the improvement plans for the Final Improvements, unless such delay is caused by Owner.

(c) Design and Inspection. OPUD shall not unreasonably withhold, condition or delay its approval of the design of the Final Improvements, so long as the design of the Final Improvements is substantially consistent with the specifications for such Final Improvements adopted by OPUD and contained within the Park Master Plan. All Final Improvements shall be subject to the inspection of OPUD’s representatives. OPUD shall respond to requests by Owner for inspections in a timely manner.

3. Deposit and Security.

(a) Upon execution of this Agreement, Owner shall separately deposit with OPUD 2% (two percent) of the engineer’s estimated cost of the proposed Final Improvements for each of the Park Sites, which deposit shall be used to provide for engineering, plan review, and other OPUD expenses related to the review and approval of the design and construction of the Final Improvements for each of the two Park Sites as Owner may proceed with the respective Park Sites. Owner shall receive reimbursement of such deposits from Park Development Fees paid by builders of the homes in the Property (as that term is defined below) in the amount of such deposit(s) at such time such Park Development Fees are available to be paid to Owner as reimbursements.

(b) Upon execution of this Agreement, but in any event before commencing construction of the Initial Improvements, Owner shall furnish to OPUD security to ensure the faithful performance of all duties and obligations of OPUD herein contained for each as Owner proceeds to construct a particular one of the Park Sites. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with OPUD or deposited with a recognized escrow agent for the benefit of the OPUD. The security furnished pursuant to this section 3 shall be irrevocable, shall not be limited as to time, and shall provide that it shall be released only upon the written approval of OPUD. At the conclusion of the construction of the improvements for a particular Park Site, and upon written acceptance of them by OPUD and approval of a Notice of Completion, OPUD shall authorize the release of the Performance security for the particular Park Site provided pursuant to this section 3 upon Owner furnishing of the warranty security as required by this section 3. Ninety (90) days after a notice of completion is filed with respect to the improvements for the particular Park Site, OPUD may authorize the release of the security given to secure payment for labor and materials as provided in this section 3 in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, OPUD may release so much of such security as is in excess of the total of the claims made against it. Such security shall be in the following amounts for the following purposes:

(i) **Performance:** One hundred percent (100%) of the estimated cost of the improvements for a particular Park Site securing performance of this Agreement, which estimated cost is in the amount of: Seven Hundred and Two Thousand Nine hundred Sixty Four DOLLARS (\$702,964) for Park Site E and ____DOLLARS (\$____) for Park Site N.

(ii) **Payment of Labor and Materials:** One hundred percent (100%) of the estimated cost of the improvements for a particular Park Site, as set forth in Paragraph (i) immediately preceding, securing payment to the contractor of improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.

(iii) **Warranty:** Ten percent (10%) of the estimated cost of the improvements for a particular Park Site, as set forth in Paragraph (i) immediately preceding, to guarantee and warrant the improvements for a period of one (1) year following the completion and acceptance of the improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the improvements but must be provided prior to their acceptance.

4. Credits.

(a) Parkland Dedication Credits. As noted in section 1 above, subject to County approval, Owner's dedication of the Park Sites will provide a credit 2.03 acres to Owner against the Property's Parkland Dedication obligation of 3.61 acres for the 249 residential lots in the Property, and such dedication will satisfy the Property's Parkland Dedication obligation for Village 1 of the Property, and all but 0.21 acres of the Parkland Dedication obligation for Village 2, with in-lieu fees payable by Villages 2 and 3 of the Property.

(b) Development Fee Reimbursement. In addition to its park land dedication obligations, Owner is obligated to pay to County a park development fee to cover the cost of all Final Improvements and soft costs pursuant to the park development master plan and fee nexus study approved by OPUD and adopted by County, as established and as it may be modified from time to time (the “**Park Development Fee**”). This fee is collected by the County from Owner’s successors and assigns, the home builders, with each residential building permit issued for the Property, and forwarded to OPUD for purposes of funding park improvements in accordance with the Park Development Fee Nexus Study. Owner acknowledges that the Park Development Fee is based on the costs of Final Improvements and soft costs only and does not include any costs for the Initial Improvements, as those are an obligation of Owner, and therefore Owner shall not receive any refunds or reimbursement of costs incurred by Owner in connection with its construction of the Initial Improvements. The Park Development Fee consists of four components: a neighborhood park component, a community park component, a community center component, and an administrative component. The neighborhood park component of the Park Development Fee shall be referred to herein as the “**Neighborhood Park Fee.**” Owner has elected to construct the Final Improvements and receive reimbursement for the allowed costs of such Final Improvements. Therefore, upon Owner’s completion of the Final Improvements to the Park Site, Owner will be entitled to reimbursement from OPUD of the Neighborhood Park Fees collected by the County from home builders for the Park Sites that are held by OPUD. Owner may receive reimbursement of such additional costs of allowed expenses for Final Improvements that exceed the share of costs of Neighborhood Parks chargeable to Owner from Neighborhood Park Fees held by OPUD and received from other Owners within the Plan Area that are transferred to OPUD up to the lesser of (i) the actual costs incurred by Owner to design and install the Final Improvements, including construction management thereof, or (ii) the amount estimated by OPUD in the Nexus Study for the cost of the Final Improvements used to establish the Park Development Fee as of the date of such completion (which lesser amount is the “**Park Improvement Amount**”).

(c) Actual Costs Exceed Budgeted Amounts. If, during the course of construction, Owner anticipates that the actual costs of construction of the Final Improvements will exceed the Budgeted Costs therefor, then Owner may request, and in OPUD’s sole discretion receive additional reimbursement for all or a portion of such additional costs, provided, however, any such additional reimbursements are not an obligation of OPUD and shall, in any event, be subject to OPUD’s prior adoption, and the County’s approval, of a corresponding increase in the Park Development Fee sufficient to cover such additional reimbursement. OPUD acknowledges that any Final Improvements requested by OPUD in addition to those included on Exhibit B and included in the Park Master Plan shall be reimbursed to Owner at 100% of actual costs plus soft costs as provided for in the Park Master Plan.

(d) Timing and Sources for Reimbursement. Upon completion of the Final Improvements for each of the Park Sites, Owner shall be entitled to reimbursement in an amount equal to the Park Improvement Amount described above (which shall be referred to as the “**Reimbursement Amount**”). Reimbursements shall be derived from the Neighborhood Park Fees paid by home builders of the residences to be built in the Property to County and received by OPUD. Reimbursement shall be from unencumbered Neighborhood Park fees received from the County by OPUD that are derived from the Property and other development projects. During development of the Park Sites, OPUD shall maintain, and separately account for the amount of the Neighborhood Park Fees for the Park Sites that are transferred to OPUD by the County. Within

thirty (30) days after completion of the Final Improvements (based on a satisfactory final inspection of the particular Park Site by OPUD and confirmation that only minor punch list items remain to be performed), OPUD shall reimburse Owner from the Neighborhood Park Fees then held by OPUD with respect to the particular Park Site, up to, but not in excess of the Reimbursement Amount. If amounts held by OPUD are less than the Reimbursement Amount, OPUD shall continue to refund to Owner any additional Neighborhood Park Fees collected and paid to OPUD with respect to the Park Sites, up to, but not in excess of, the then remaining Reimbursement Amount; such additional refunds shall be paid within thirty (30) days of OPUD's receipt of the additional Neighborhood Park Fees collected with respect to the Park Sites. Thereafter, if the amounts of the Neighborhood Park Fees collected and paid to OPUD upon completion of development of the Park Sites are less than the Reimbursement Amount, the remaining Reimbursement Amount shall be paid by OPUD from Neighborhood Park Fees received by OPUD from development within the balance of PLSP/North Arboga Study Area. The payment of any such remaining Reimbursement Amount shall be paid on a first-completed, first-reimbursed basis, without interest, consistent with OPUD policy for such reimbursements. Notwithstanding the foregoing, Owner's receipt of amounts for reimbursement shall be subordinated to the following priority of uses set forth in OPUD Park Development Fee Nexus Study, dated June 16, 2005 - (1) critical projects as determined by OPUD; (2) repayment of inter fund loans; and (3) reimbursement of other developers with completed park site improvements prior to Owner's completion. Nothing in the foregoing shall prevent OPUD from paying the full Reimbursement Amount sooner, after completion of the Final Improvements by Owner.

OPUD shall use good faith efforts to comply with any requirements of the County to cause the Neighborhood Park Fees paid by development in the PLSP to be transferred to OPUD for reimbursement for the Final Improvements, or if requested, to be reimbursed directly from County to Owner. Notwithstanding the foregoing, it is agreed that the Neighborhood Park Fees are development fees levied and collected by the County and OPUD does not guaranty nor shall it be obligated to enforce County's obligation to collect, account for, and transfer said fees to OPUD. The right to reimbursement hereunder is from Neighborhood Park fees received by OPUD and from no other funds. Reimbursement hereunder is not a general obligation of OPUD but shall be payable only from Neighborhood Park development fees received by OPUD that are reimbursable in accordance with this Agreement.

Notwithstanding any provision of this Section 4(d) to the contrary, if Neighborhood Park Fees for the Property exceed the Reimbursement Amount, any net fees, however realized, after payment of any and all outstanding Reimbursement Amounts related to the construction of the Park Site, may be applied by OPUD to fund any outstanding park master plan facilities for the Community Park, including without limitation, a special use facility, such as a community center, gymnasium, amphitheater, senior center, or sports complex to be located in one of the two community parks, or an interconnecting pedestrian/bikeway system, provided such use is in accordance with law, including but not limited to the Mitigation Fee Act (Cal. Gov. Code section 66000 et seq.).

5. Park Site Maintenance. Commencing with a successful final inspection of each of the particular Park Sites (with only minor punch list items remaining to be performed), Owner shall provide a ninety (90) day plant maintenance period for the particular Park Site, during which time Owner shall maintain all landscaping. Owner may fence the Park Sites during such

maintenance period. OPUD shall accept each of the Park Sites upon completion of the 90 day maintenance period and completion of the punch list work. Upon acceptance of the grant deed to a completed Park Site, OPUD shall assume responsibility for all maintenance, repair and operation of such improved Park Site subject however to a one-year warranty for defects in workmanship and materials pursuant to section 3(b)(iii) herein, which warranty shall be provided by Owner or Owner's contractors upon OPUD's acceptance of the Park Site.

6. Entire Agreement. This Agreement, which includes the exhibits attached hereto and incorporated herein by this reference, contains the entire agreement of the parties with respect to the subject matters herein and there are no representations, oral or written, except as set forth herein. This Agreement supersedes all prior communications, discussions, disputes or negotiations.

7. No Joint Venture. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create an agency, partnership, joint venture, trust or other relationship with duties or incidents different from those to parties at an arm's length transaction.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

9. Notices. All notices required or provided for under this Agreement shall be in writing and faxed, delivered in person or sent by certified mail, with postage prepaid, return receipt requested, to the parties at the addresses listed below.

If to County:

Yuba County
215 Fifth Street
Marysville, CA 95901
Attention: Community Development Director

If to OPUD:

Olivehurst Public Utility District
P.O. Box 670
Olivehurst, CA 95691
Attention: General Manager

If to Owner:

River Oaks Plumas Development, LLC
532 Gibson Drive, Suite 200
Roseville, CA 95678
Attn: Chris Robles
Phone: (916) 759-5940
Email: chrisroblesconsulting@gmail.com

10. Governing Law. This Agreement shall be governed by the laws of the State of California.

11. Headings. The headings of this Agreement are for reference purposes only and are not to be considered in construing this Agreement.

12. Severability. If any of the provisions of this Agreement shall be held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining provision, and the remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

13. Counterparts. This Agreement may be signed in counterparts and all counterparts together shall constitute one document. This Agreement may also be signed and delivered via facsimile.

14. Force Majeure. If delays occur in the construction of Final Improvements, or if any Final Improvements required by this Agreement are not completed in the time required by this Agreement through events or circumstances not within the direct control of Owner, Owner shall provide written notice of the same to OPUD and Owner will not be considered in default or breach of its obligations to construct the Final Improvements. Owner shall be excused for, among other things, delays in the performance of this Agreement unavoidably caused by County or other governmental authorities, earthquakes, tidal wave, war, shortage of materials, labor strikes, walkouts, litigation, acts of terrorism, weather, or other causes beyond the reasonable control of Owner or Owner's contractor and which Owner could not reasonably have anticipated in its constructing operations associated with the Final Improvements ("**Force Majeure Event**"). The occurrence of a Force Majeure Event shall only extend the time within which this Agreement requires certain acts to be performed by Owner, and then only for a period or periods equal to the period of delay caused by the Force Majeure Event.

15. Satisfaction of Conditions. OPUD agrees that by executing this Agreement, and complying with the terms and conditions herein, any general or specific tentative map conditions covered by this Agreement, including but not limited to any park land dedication and improvement requirements, for the Property shall be deemed satisfied by OPUD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first herein above written.

ATTEST:

Deputy Clerk of the Board

OPUD:

OLIVEHURST PUBLIC UTILITY
DISTRICT

By: _____
President of the Board of Directors

OWNER:

RIVER OAKS PLUMAS DEVELOPMENT,
LLC, a California limited liability company

By: _____
Name: Jeffrey Saladin Title: Manager

Date: _____

EXHIBIT "A"

Map of Property and Park Sites

REVISED TENTATIVE MAP
RIVER OAKS SOUTH
 COUNTY OF YUBA, CALIFORNIA
 OCTOBER 2004
 SCALE: 1"=1



GENERAL NOTES:

- Owner / Developer: Nelson Properties
10833 Trade Center Drive, Suite 106
Rancho Cordova, CA 95670
Phone: (916) 635-4300
- Planner / Engineer: MSA Engineering, Inc.
1340 Blue Oaks Boulevard, Suite 200
Roseville, Ca. 95678
Phone: (916) 788-4456
- Acres: 72.33± Ac.
- Present Use: Vacant
- Proposed Use: 53.72± Ac. Medium Density Residential (R)
2.74± Ac. Highway Commercial (Lots A&B)
2.03± Ac. Neighborhood Park (Lots C&D)
5.03± Ac. Open Space (Lots E&F)
2.17± Ac. PG&E Easement (Lots G&H)
0.64± Ac. Roadway Landscape (Lots I-P)
6.00± Ac. Future Caltrans Interchange (I)
- Existing Zoning: Planning Reserve
- Proposed Zoning: Planning Reserve
- Lot Sizes: As Shown
- Proposed Improvements: Yuba County Std.
- Water Supply: Olivehurst Public Utilities District (O.P.U.D.)
- Sewage Disposal: O.P.U.D.
- Fire Protection: Linda Fire Protection District / O.P.U.D.
- School District: Plumas School District
- Park District: O.P.U.D.
- Storm Drainage: Yuba Co. / Reclamation District 784
- Power & Gas Utilities: P.G. & E.
A.P.N. 022-040-002, 003, 004, 005 & 006

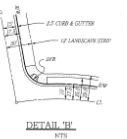



Exhibit "B, 1"



Exhibit "B-2"



Exhibit "C-1"

River Oak South Village One - Mini Park Lot E				
Preliminary Estimated Cost of Construction - Labor and Materials				
Prepared For: Master Plan				
Project No.: 2353.1				
Date: April 22, 2019				
MOBILIZATION, DEMOLITION, AND GRADING				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	1 LS	\$27,486.00	\$27,486.00
2	Erosion Control	1.2 AC	\$5,000.00	\$6,000.00
3	Clearing and Grubbing	51,000 SF	\$0.15	\$7,650.00
4	Site Drainage and Grading	1 LS	\$15,000.00	\$15,000.00
5	Play area excavation (14" deep)	310 CY	\$25.00	\$7,750.00
Mobilization, Demotion, & Grading Subtotal				\$63,886.00
Site Amenities and Paving				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
6	Shade Structure - 25'x25'	1 EA	\$45,000.00	\$45,000.00
7	Picnic Tables	4 EA	\$1,800.00	\$7,200.00
8	Benches	5 EA	\$1,200.00	\$6,000.00
9	BBQ Grill - embedded post	1 EA	\$1,000.00	\$1,000.00
10	Serving Table - Embedded post	1 EA	\$1,500.00	\$1,500.00
11	Trash receptacles (2 recycle bins)	4 EA	\$1,200.00	\$4,800.00
12	Drinking Fountain with Pet Station	1 EA	\$8,500.00	\$8,500.00
13	Concrete Pad	7,625 SF	\$16.00	\$122,000.00
14	Mowcurb	175 LF	\$40.00	\$7,000.00
15	Crushed aggregate for accessible drive - 6" deep	27 CY	\$50.00	\$1,350.00
16	Park Sign	1 EA	\$6,500.00	\$6,500.00
Picnic Shade Structure & Restroom Subtotal				\$210,850.00
PLAYGROUNDS 2-5 AND 5-12				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
16	Fibar Fall Material	287 CY	\$85.00	\$24,395.00
17	Birds Nest Swing	1 EA	\$7,500.00	\$7,500.00
18	Tot playstructure (2-5 age group)	1 EA	\$50,000.00	\$50,000.00
19	Playstructure (5-12 age group)	1 EA	\$70,000.00	\$70,000.00
20	Play equipment installation	1 LS	\$38,250.00	\$38,250.00
Tot Playground Subtotal				\$190,145.00
PLANTING AND IRRIGATION				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
21	Irrigation - Turf Playfield	13,230 SF	\$2.25	\$29,767.50
22	Irrigation in Shrub Areas	14,000 SF	\$1.50	\$21,000.00
23	Irrigation Central Controller, Software and Associated Elements	1 LS	\$10,000.00	\$10,000.00
24	Booster Pump and Electrical Connection	1 LS	\$23,000.00	\$23,000.00
25	Dedicated Landscape Irrigation Meter	1 LS	\$7,500.00	\$7,500.00
26	Landscape Irrigation Backflow in Enclosure	1 LS	\$3,500.00	\$3,500.00
27	Planting	14,000 SF	\$2.00	\$28,000.00
28	Sod	13,032 SF	\$1.00	\$13,032.00
29	Mulch - 3" Layer	197 CY	\$75.00	\$14,775.00
Planting and Irrigation Subtotal				\$150,574.50

Project Sub-Total	\$615,455.50
10% Contingency	\$61,545.55
3% Soft Cost	\$18,463.67
Construction Administration	\$7,500.00
Total	\$702,964.72

This estimate is based on the Master Plan dated April 22, 2019. It is recognized that neither the Landscape Architect nor the client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid or competitive bidding, market or negotiating conditions. Accordingly, the Landscape Architect cannot warrant or represent that bids or negotiated prices will not vary from any statement of probable construction cost.

Exhibit "C-2"

PRELIMINARY STATEMENT OF PROBABLE COST

PROJECT: River Oaks South Village 1 - Lot N Mini Park

BASED ON: Conceptual Plan dated September 7, 2020

PREPARED BY: Garzon Design Studio Inc.

PURPOSE: Park Development Agreement

DATE: October 6, 2020

ITEM #	DESCRIPTION OF WORK / MATERIALS	QUANTITY	UNITS	UNIT COST	TOTAL
A	MOBILIZATION/GRADING				
1	Mobilization	1	LS	\$17,416.00	\$17,416.00
2	Erosion Control	0.80	AC	\$5,000.00	\$4,000.00
3	Clearing and Grubbing	35,000	SF	\$0.15	\$5,250.00
4	Site Drainage	1	LS	\$8,000.00	\$8,000.00
5	Site Grading	1	LS	\$12,000.00	\$12,000.00
				MOBILIZATION SUBTOTAL	\$46,666.00
B	HARDSCAPE				
6	Concrete path - 6' wide, 4" PCC /4" AB	3,200	SF	\$15.00	\$48,000.00
7	Concrete pad for Shade Structure	700	SF	\$20.00	\$14,000.00
8	Decompose Granite with binder for Cornhole courts- 3" Layer	1,300	SF	\$4.50	\$5,850.00
9	Decompose Granite with binder for Bocce Court- 3" Layer	1,800	SF	\$4.50	\$8,100.00
10	Decompose Granite with binder for Parkway Strip - areas between trees	2,100	SF	\$4.50	\$9,450.00
11	Bocce Court concrete curb	125	LF	\$40.00	\$5,000.00
12	Bocce Court Play Surface - Loose DG with oyster shells	540	SF	\$4.00	\$2,160.00
				HARDSCAPE SUBTOTAL	\$92,560.00
C	SITE AMENITIES				
13	Park Sign	1	EA	\$6,500.00	\$6,500.00
14	Shade Structure - 20'x20'	1	EA	\$42,000.00	\$42,000.00
15	Concrete Cornhole Court	4	EA	\$1,200.00	\$4,800.00
16	Picnic Tables	6	EA	\$2,000.00	\$12,000.00
17	Benches	5	EA	\$1,600.00	\$8,000.00
18	Trash receptables (2 recycle bins)	4	EA	\$1,200.00	\$4,800.00
19	Bike racks	3	EA	\$600.00	\$1,800.00
				SITE AMENITIES SUBTOTAL	\$79,900.00
D	PLANTING AND IRRIGATION				
20	Irrigation for Turf Field	5,200	SF	\$2.25	\$11,700.00
21	Irrigation for Planting Areas	15,000	SF	\$2.00	\$30,000.00
22	Irrigation Controller	1	LS	\$10,000.00	\$10,000.00
23	Irrigation - Electrical Tesco Panel	1	LS	\$7,500.00	\$7,500.00
24	Booster Pump and Electrical Connection	1	LS	\$24,000.00	\$24,000.00
25	Irrigation Meter and Backflow preventer per Civil Plans	0	LS	\$0.00	\$0.00
26	Sod	5,200	SF	\$1.00	\$5,200.00
27	Soil Amendments	26,200	SF	\$0.25	\$6,550.00
28	Planting material	15,000	SF	\$2.00	\$30,000.00
29	Trees - 15 gallon	38	EA	\$175.00	\$6,650.00
30	Mulch - 3" layer	200	CY	\$75.00	\$15,000.00
				PLANTING & IRRIGATION SUBTOTAL	\$146,600.00
				PROJECT SUBTOTAL	\$365,726.00
				12% CONTINGENCY	\$43,887.12
				10% SOFT COST & CONSTRUCTION ADMIN	\$36,572.60
				TOTAL PROBABLE COST	\$446,186.00

NOTE:

1. This Statement of Probable Cost is based on the Conceptual Plan for Lot N Mini Park dated September 7, 2020.

2. It is recognized that neither the Landscape Architect nor the client has any control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid or competitive bidding, market or negotiating conditions. Therefore, the Landscape Architect makes no warranty, expressed or implied, as to the accuracy of probable cost as compared to bids, negotiated prices, and actual cost.