

AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT NO. 20313

WHEREAS, the undersigned Subdivider/Developer (herein "Subdivider"), has submitted its Final Map for the above-referenced project to the County of San Bernardino (hereinafter "County") for approval; and

WHEREAS, Subdivider has not completed all of the work, or made all of the improvements required by Title 8 of the San Bernardino County Code or such other ordinances of County requiring construction of improvements in conjunction with land divisions, subdivisions, and the like, hereinafter collectively referred to as "said ordinance"; and

WHEREAS, Subdivider desires to enter into an agreement to provide for the completion of the work and making of the improvements and to furnish security for the performance of this agreement, labor and material and to guarantee the work for a period of one year following the completion and final acceptance by the County in accordance with the provisions of said ordinance;

NOW THEREFORE, in consideration of the approval of said Final Map by County, and as a condition of such approval, Subdivider promises and agrees at Subdivider's own expense to do all of the work and make all of the improvements required by said ordinance as follows:

1. The list of work and improvements as shown on Page 4 hereof is only a general designation of the work and improvements and is not intended to limit the work required on the approval of amended plans and specifications referred to in Paragraph 2 below.

2. All of said work shall be done and improvements made and completed which are shown on and in strict compliance with applicable plans and specifications and any subsequent alterations thereto. Any subsequent alterations in said plans and specifications and the work to be performed may be accomplished without the posting of additional security, unless the estimated cost of any changes or alterations in said work exceeds ten percent (10%) of the original estimated cost of the improvements, then the the posting of an additional security acceptable to the County shall be required.

3. All work required in this agreement shall be completed and improvements made within two (2) years from the date of this agreement, unless such time is extended by County upon written application of Subdivider. Subdivider shall maintain the work performed and the improvements in accordance with this agreement for one (1) year following the completion and final acceptance by the County of the work and improvements. This agreement shall not be construed as an acceptance by the County of any partially completed improvements, and the risk of loss or damage to said improvements and the obligation to maintain said improvements shall remain the sole responsibility of Subdivider as stated herein.

4. The making of an application for an extension of time by Subdivider shall, upon the granting of the application by County, constitute a waiver by Subdivider of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by County within a period of four (4) years immediately following the date to which the time of performance is extended.

5. Subdivider further agrees that any and all grading done or to be done in conjunction with the development of said project shall conform to the requirements of said ordinance and any other applicable ordinances regulating excavations and fills (e.g., grading regulations) and shall be completed within the period of time described above and prior to the acceptance by or on behalf of the County of the work and improvements, in order that the improvements will not be endangered by improper drainage or other hazards.

6. Subdivider promises and agrees to maintain all of:

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A. Road and Drainage: Repair of pavement, curbs, gutters, sidewalks, parkways, drainage facilities, and removal of debris from drainage facilities, sweeping, repairing and maintaining in good and safe condition all streets and street improvements.

B. Sewer System: Repair of sewer system, and removal of debris from sewer system; repairing and maintaining in good and safe condition all sewer system improvements.

C. Water System: Repair and/or removal of debris from the water system; repairing and maintaining in good and safe condition the water system improvements.

D. It shall be Subdivider's responsibility to initiate the work described in this Paragraph.

1. If Subdivider should fail to do so, Subdivider shall promptly perform such maintenance when notified to do so by the County Director of Public Works.

2. Upon failure of Subdivider to properly maintain, County may do all necessary work required by this Paragraph, the cost thereof being chargeable to Subdivider under this agreement.

7. Subdivider agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this agreement from any cause whatsoever prior to final acceptance by the County of all the work and improvements constructed under this agreement, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Subdivider's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

8. If Subdivider fails to install all or any part of the improvements required by this agreement within the time set forth herein, or fails to comply with any other obligation contained herein, Subdivider shall be liable to the County for any administrative expenses and attorney's fees incurred in obtaining compliance with this agreement and any such expenses and fees incurred in bringing any action for damages or for any other remedies permitted by law.

9. Upon default of any obligation hereunder, and at any time after any such default, County may make written demand upon Subdivider to immediately remedy the default or complete the work.

A. If said remedial activities or completion of work are not commenced within seven (7) days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within thirty (30) days after the making of such demand (or such other time as may be contained in said demand), County may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgment of County may be required, all at the full expense and obligation of Subdivider and all without the necessity of giving any further notice to Subdivider before County performs or arranges for performance of any remaining work or improvements, and whether or not Subdivider has constructed any of the required improvements at the time.

B. In the event County elects to complete or arrange for completion of remaining work and improvements, the County may require all work by Subdivider to cease in order to permit adequate coordination by the County for completing any remaining work and improvements.

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10. All work and improvements done pursuant to this agreement shall conform to the standards applicable at the time the work is actually commenced.

11. Should Subdivider fail to commence or complete improvements required by this agreement, then County may elect, as permitted by law, to revert subdivided property to acreage. In this event, the cost of the processing of the property back to acreage shall be paid directly by Subdivider and shall be secured by the securities required by this agreement.

12. Subdivider shall provide security in the form of a cash deposit with the County in amounts as shown on Page 4 hereof to as a condition precedent to the County's execution of this agreement:

A. Guarantee performance under this agreement. The condition of this obligation is such that in the event the work and improvements are not commenced or completed within the time allowed by this agreement, or any extensions thereof, the County may remedy the default with the proceeds of this security as provided herein.

B. Guarantee payment to any contractors, subcontractors, and persons furnishing labor, materials and equipment to them for the performance of the work herein described. It is hereby expressly agreed that the provided security shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought with respect to the work or labor stated herein.

C. Guarantee the work for a period of one year following completion and final acceptance thereof by County against any defective work or labor done, or defective materials furnished.

13. Subdivider acknowledges and agrees to County regulations governing signs and advertising structures.

A. Subdivider agrees and consents to removal by County of all signs erected, placed, or situated in violation of any County ordinance governing size, location, or required permits.

B. Removal shall be at the expense of the Subdivider and Subdivider shall indemnify, defend (with counsel reasonably approved by County) and hold harmless the County from any and all claim, action or demand arising out of or incurred as a result of such removal, consistent with the provisions set forth in Paragraph 7 above.

C. Subdivider agrees that said signs may be erected only pursuant to a permit issued by the County upon payment of necessary fees or deposits.

14. Subdivider agrees to immediately notify County of any transfer of subject tract or of any interest therein whether voluntary or involuntary and agrees to condition any voluntary transfer of the tract upon prior assumption of the obligations contained herein by the transferee in a form approved by County. Failure to comply with the terms of this section shall give County the right, upon twenty (20) days notice to Subdivider, to declare a default and thereafter pursue any action for damages or for any other remedies permitted by law.

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(I) Work and improvements shall consist of:

Construction of Road and Drainage Improvements as shown on the Street Improvement Plans for TRACT NO. 20313, located in the San Bernardino area, approved by San Bernardino County Land Use Services Department on March 10, 2020.

(II) Security and amounts shall consist of:

Performance	<u>\$12,000.00</u>
Labor and Material	<u>\$6,000.00</u>
Other: Guarantee/Warranty	<u>\$1,200.00</u>

Said securities shall be in the form CASH.

(Cash, Bond, Instrument of Credit, etc.)

PRINCIPAL: ROBERT M. STEWART, MANAGER SB 24713 GTH, LLC
(Print/Type Name & Title) A CALIFORNIA LIMITED LIABILITY COMPANY

<u>ROBERT M. STEWART, MANAGER</u> (Type/Print Name & Title) <u>SB 24713 GTH, LLC</u> <u>[Signature]</u> (Notarized Signature) <u>2-1-2021</u>	ADDRESS: <u>11695 LARGO COURT</u> <u>LOMA LINDA CA 92354</u>
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(Type/Print Name & Title)

PHONE: (909) 583-3307

(Notarized Signature)

COUNTY OF SAN BERNARDINO

Date of Agreement _____

By: _____
Curt Hagman, Chairman, Board of Supervisors

ATTEST:

Signed and Certified that a copy of this document has been delivered to the Chairman of the Board
LAURA H. WELCH
Clerk of the Board of Supervisors
of the County of San Bernardino

Approved as to legal form
MICHELLE D. BLAKEMORE, County Counsel

[Signature] for Jason Searles
Date 2-1-2021

By: _____
(Deputy)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

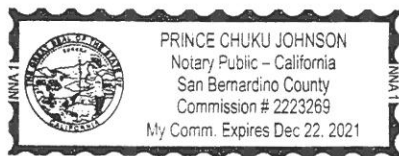
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

On 02-01-2021 before me, Prince Chuku Johnson, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Robert M. Stewart
 Name(s) of Signer(s)

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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement

Document Date: 02/01/2021 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____