



MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT

*"To Provide Responsive Service to our Growing Community that
Exceeds Expectations at a Fair Value"*

STAFF REPORT

AGENDA TITLE: General Manager Update on District Activities

MEETING DATE: May 11, 2022

PREPARED BY: Steven J. Pinkerton, General Manager

COVID -19 Updates and Protocols

Developing protocols during this time when circumstances, guidelines, new variants, and standards are rapidly evolving continues to be a complex and challenging task. We are balancing the desire to return fully to pre-COVID activities with our responsibility to protect residents and staff. This is a challenge that will test the patience and resourcefulness of the community.

In March 2022, the requirement that unvaccinated individuals mask in indoor public settings was lifted. All persons, regardless of vaccine status, are strongly recommended to continue indoor masking.

What to do now

Do what it takes to stay safe until COVID-19 is under control. Use these tools to reduce the risk of infection.



Vaccinations

Get vaccinated, and get your kids 5 and older vaccinated. It's our best tool to end the pandemic. Vaccination is safe, effective, and free.

Masks

Wear a mask to keep from spreading the virus to those with no defense, like the immune-compromised and children under 5.

Testing

Get tested for COVID-19 if you may have been exposed. It's free and confidential for everyone in California.

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As of April 27, 2022, San Joaquin County reported a COVID testing positivity rate of 2.4%, a .7% increase from early April. The statewide positivity rate is 3.1%.

I receive weekly updates from the San Joaquin County Public Health Department and periodically discuss best practices and public building reopening protocols with other City Managers in the region.

We have posted links to COVID-related materials on our District website and our social media sites. Besides including District-specific information, you can also access important materials from the County's Public Health Department and the California Department of Public Health.

Visit the following link for information and updates:

<https://covid19.ca.gov/>
<https://sjready.org/events/covid19/vaccines.html>

Risk Management/Human Resources

Nicole Adamo, District Clerk, is reviewing and updating COVID protocols and developing a safety program. Staff meets routinely to discuss risk assessment and avoidance.

Contracts with the District's two bargaining units will expire on June 30, 2022. Contract negotiations have begun and the Board will be provided a brief update during closed session at the May Board meeting.

The District is currently working on recruitments for Temporary Lifeguard, Recreation Assistant, and Utility Manager. We hope to have these key positions filled within the next several weeks. The Temporary Lifeguard and Recreation Assistant positions will remain open until filled. In addition, the District recently filled the positions of Office Assistant and Senior Maintenance Worker, the latter through an internal promotional process.

Finance Department

Budget preparations for fiscal year 2022/2023 are nearing completion. Staff will distribute the proposed budget to the Board by May 12 in preparation for the budget workshop on May 19. The Department has also been working with other staff and consultants on providing information needed for the feasibility study for incorporation.

Utility Billing

In accordance with the Governor's Executive Order N-42-20, during the period March, 2020 through December 2021, no accounts were disconnected for non-payment. Delinquent notices were mailed to the account address requested by the property owner, but no late fees were assessed through August, 2021. The Executive Order was lifted on December 31, 2021. The District resumed disconnections for delinquent accounts in compliance with the requirements of SB 998.

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When notifying customers of delinquencies and potential disconnections, the District complies with policies adopted by the Board of Directors, State legislation, and Executive Orders issued by the Governor of California. Information about the disconnection process is posted on the District's website.

Monthly utility bills are sent – either mailed or made available online - by the 5th day of the month to the address requested by the property owner. Utility bills are due approximately 20 days after the bill date. Delinquent notices are mailed the day after the due date. Bills that remain unpaid 30 days after the due date are assessed a late fee. Customers can receive either a paper bill to the address requested by the property owner or sign up for paperless billing. Online options for auto pay are available.

For the first shut-off cycle after the lifting of the Governor's Order, 800 delinquent notices were sent, 400 10-day letters were mailed, and 200 accounts were shut off for non-payment.

For the latest shut-off cycle, 741 delinquent notices were sent, 248 10-day letters were mailed, and 90 accounts were disconnected.

The following is a timeline of recent billings, notices and disconnections:

- 03/04/2022: Utility bill for February 18, 2022 mailed or made available online
- 03/25/2022: Late notices sent on delinquent accounts
- 04/11/2022: 10-day notice mailed to address requested by property owner
- 05/04/2022: Delinquent accounts disconnected

As noted above, the District sent delinquent notices on March 25. This notice informed customers of the shut off process and the opportunity to enter into an amortization plan to pay past due accounts. It also included information on how to apply for assistance with payment of the utility bill.

If you need assistance paying down any remaining water debt, you may be eligible for other State or Federal assistance programs. One of those programs is the Low Income Household Water Assistance Program (LIHWAP), which will be administered through the California Department of Community Services and Development (CSD), and is scheduled to begin May 2022. For more information on LIHWAP and to learn more about the eligibility requirements, visit their website at: www.csd.ca.gov/waterbill.

The District is enrolled in the Low Income Household Water Assistance Program and will be able to receive payments from the State on behalf of eligible customers.

Grant Opportunities

In accordance with the strategic plan, staff will continue to pursue grant and low-cost loan opportunities as well as programs that provide direct benefit to residents, as described above.

The District has been awarded grants from the California Department of Parks and Recreation (2018 Parks Bond Act) and the Department of Resources Recycling and Recovery (SB 1383 Local Assistance Grant Program) in the amounts of \$190,526 and \$35,556, respectively.

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The District will be investigating funding opportunities for other projects such as aquifer storage and recovery wells, water meter transmitter upgrades, landscape retrofit for medians, and other potential water supply and parks and recreation projects. Staff will contact appropriate state and federal agencies for initial determinations as to the availability and requirements for such assistance.

Annex Improvements

Staff has presented information about making improvements to the Annex, the building previously used as the Mountain House library, in order to provide a rental facility with increased occupancy and marketability. The Board requested additional analysis of the cost of improvements and community demand for such a facility. Staff is implementing the Board's direction and will report back on its findings at a future Board of Directors Meeting.

Community Meetings

In coordination with the Board, staff is conducting a series of community meetings this year. To date, meeting topics have included presentations from developers, consultants, and staff on the park strategic plan, bike and pedestrian plans, incorporation, transportation issues, water conservation, Wicklund mailboxes, residential waste disposal, Valley Link, and the water and wastewater rate study.

Our next Community Meeting is scheduled for June 15, 2022. This Zoom event will provide information to the public regarding Master Restrictions and fire safety in the community. Staff is also preparing presentations on Park Planning for a future meeting.

Recreation Programming

The Bike Rodeo is scheduled for Saturday, May 7, 2022. This annual event teaches bike safety and kids can register to win a new bike.

A Music in the Park event will be held on Saturday, May 21 from 5:00 pm to 8:00 pm. Joining us for the first concert is Ruby Band, a Bay Area rhythm and blues cover band. We look forward to starting off the season with them.

Staff is also working on the Kite Festival for Saturday, June 4. Cross your fingers for wind on that day.

The District is recruiting Recreation Assistants and Temporary Lifeguards. Visit our website for information on how to apply for these rewarding opportunities.

Web Services

Staff continues to work on surveys for the community.

| Topic | Visitor | Respondents |
|------------------------------------|---------|-------------|
| Retail/new shopping center | 1,861 | 1,346 |
| Non-standard vehicles parking | 660 | 168 |
| Parks and recreation opportunities | 1,112 | 735 |

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| | | |
|--------------------------------|-------|-------|
| Pedestrian/bicycle Master Plan | 272 | 67 |
| Improving public communication | 457 | 220 |
| Transportation Options | 1,556 | 1,054 |
| Wicklund Mailbox | 614 | 339 |
| Importance of Play | 1,046 | 533 |
| Venue for up to 250 attendees | 381 | 271 |

These results demonstrate the effectiveness of this survey tool and the interest of our residents in community activities. Staff has developed various forms available online as fillable PDFs with options to pay fees for services online, such as encroachment permits. Staff will publicize the new access on our website, Facebook, and other social media.

Social Media

Angel Lamb manages the District's Facebook, Nextdoor, and Twitter accounts. We continue to post updates and events. Staff has also continued to use the eblast subscription for our residents. Go to www.mountainhousecsd.org to sign up for topics of interest, such as road closures or community news and events.

Incorporation

A Plan for Services for the Subsidiary District has been provided to LAFCO. The consultant for LAFCO is completing the Comprehensive Fiscal Analysis and staff is working with them to answer questions to verify information. At the request of LAFCO, the District has made changes to the Resolution to incorporate. The updated resolution is on the agenda for review and approval at the May meeting.

Municipal Services Review

The Municipal Service Review (MSR) is a comprehensive study to determine the adequacy of services the District is providing and to determine the District's capacity to annex additional properties and to ultimately incorporate. Richard Berkson is working with staff to update our MSR. A draft is expected by the end of this month.

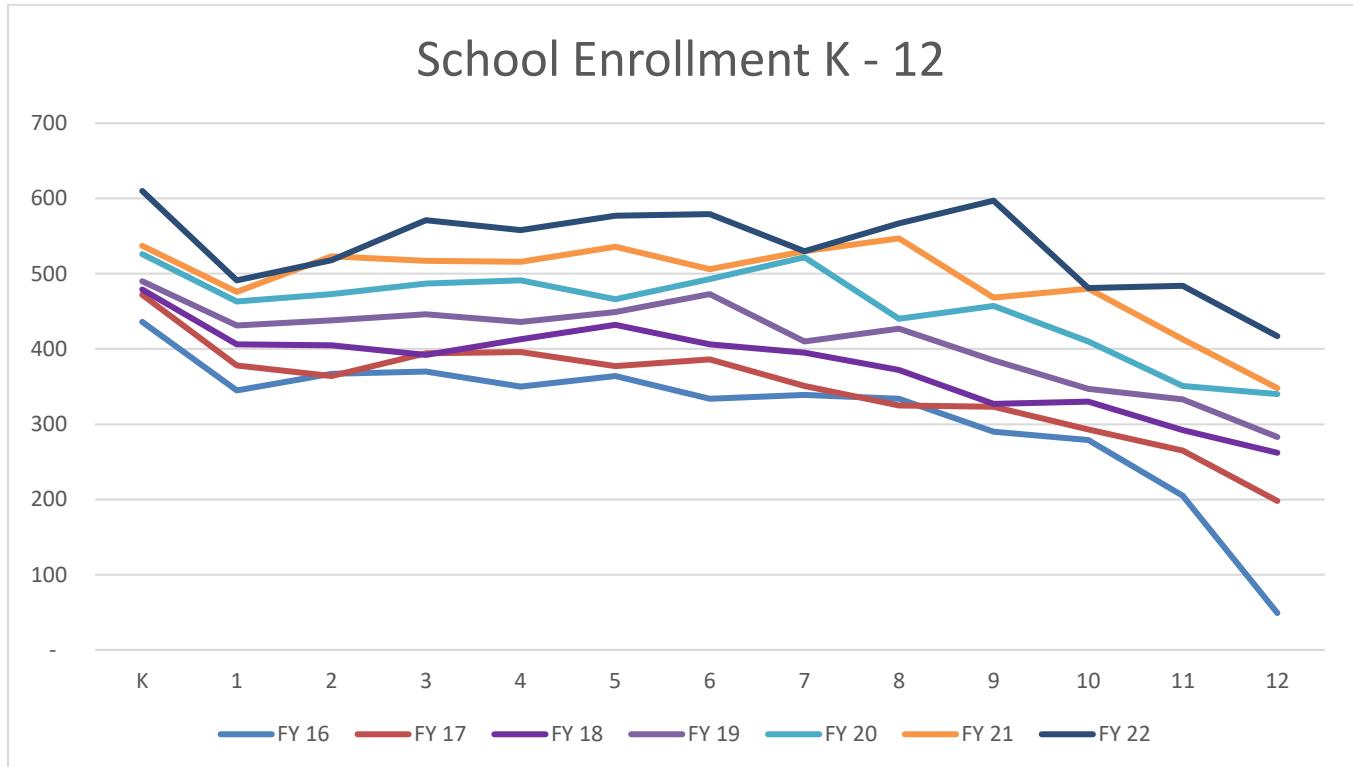
LUSD Enrollment

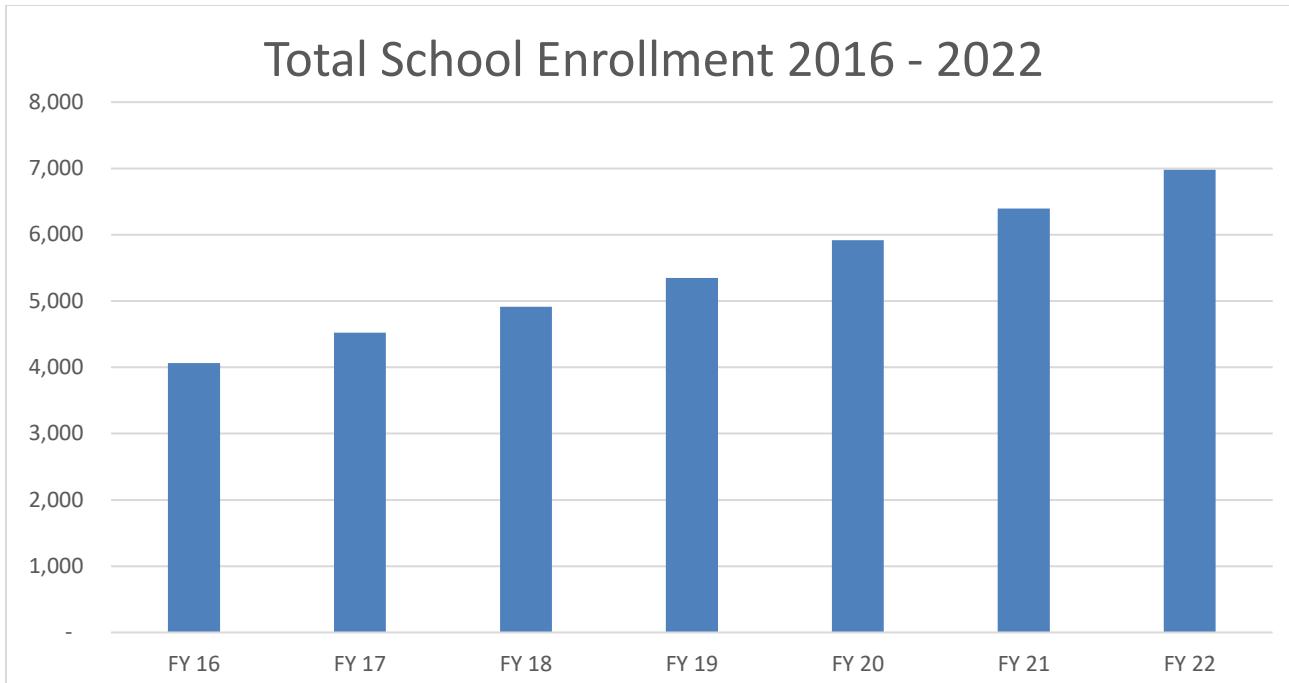
At the April Board meeting, Board members requested information regarding the current enrollment for Lammersville Unified School District. The chart below shows the enrollment figures by school year and grade since 2015-2016.

| Grade: | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Total | 12-Sep | 8 May |
|--------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|--------|-------|
| FY 16 | 436 | 345 | 367 | 370 | 350 | 364 | 334 | 339 | 334 | 290 | 279 | 205 | 49 | 4,062 | 823 | 1,371 |
| FY 17 | 472 | 378 | 364 | 394 | 396 | 377 | 386 | 351 | 325 | 323 | 293 | 265 | 198 | 4,522 | 1,079 | 1,439 |
| FY 18 | 479 | 406 | 405 | 392 | 413 | 432 | 406 | 395 | 372 | 327 | 330 | 292 | 262 | 4,911 | 1,211 | 1,605 |

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|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|-------|-------|
| FY 19 | 490 | 431 | 438 | 446 | 436 | 449 | 473 | 410 | 427 | 385 | 347 | 333 | 283 | 5,348 | 1,348 | 1,759 |
| FY 20 | 526 | 463 | 473 | 487 | 491 | 466 | 493 | 522 | 440 | 457 | 410 | 351 | 340 | 5,919 | 1,558 | 1,921 |
| FY 21 | 537 | 476 | 523 | 517 | 516 | 536 | 506 | 530 | 547 | 468 | 480 | 413 | 348 | 6,397 | 1,709 | 2,119 |
| FY 22 | 610 | 491 | 518 | 571 | 558 | 577 | 579 | 530 | 567 | 597 | 481 | 484 | 417 | 6,980 | 1,979 | 2,253 |





Agreements with Mountain House Developers

Attached to this staff report are two executed "Settlement Agreement and Release" forms between the District and Mountain House Developers (MHD) (Attachments A and B). These agreements relate to Offsite Improvement Agreements (OIA) and Subdivision Improvement Agreements (SIA) in Neighborhoods H and D. Before the District accepts developer-provided public improvements, certain conditions of the OIA and SIA must be met. In Neighborhood H, there were issues with some of the entry portals. MHD has agreed to pay the District \$244,000 to resolve the concerns associated with those portals. In Neighborhood D, there were some timing issues regarding post construction road surface finish work. Instead of prematurely refinishing certain road improvements, MHD will pay the District \$492,985 to allow the District to do the final finish work at a later date.

Safeway

Construction is on schedule for a completion date of early summer 2022. The Safeway fuel station phase of the development is also moving forward. Many of the tenant spaces have been leased or are in negotiations. Other tenants in the center will include a mix of food and services, including tutoring, martial arts, sandwiches, pizza, and a coffee drive-through.

Mountain Technology Center

Two industrial leases have been signed and tenant improvements are underway. Building E at 898 S. DeAnza Blvd. ($\pm 50,990$ sf) will be occupied by a precious metal recovery and recycling company, relocating from the East Bay. Building D at 876 S. DeAnza Blvd. ($\pm 82,567$ sf) will be occupied by a firm that manufactures microchips for bio-tech firms. Staff has assisted the industrial brokers and the San Joaquin Partnership to make certain this signature property is well promoted.

Grant Line Road West Improvements (Alameda County)

Staff had a very productive meeting with Alameda County officials regarding the off-site improvements intended to address traffic congestion issues associated in part from the development occurring in Mountain House. These improvements will be facilitated pursuant to an agreement with Alameda County. Details are being finalized to advance the project to final design and construction services. Staff expects to present the final version of a cooperative agreement with Alameda County to the Board in the near future. Similarly, the Alameda County Board of Supervisors needs to approve the cooperative agreement following the District's Board approval. The project will involve final design and construction of two roundabouts within the Grant Line Road right-of-way in Alameda County. Staff expects completion of the final design by the summer of 2022 and completion of construction by the spring of 2024. District staff has developed a funding plan in association with Mountain House Developers (MHD) and Mountain House Investors (MHI), who are obligated to complete the project.

Specific Plan III

Staff recently provided comments on two development plan submittals within Specific Plan III, Tentative Maps 4039 and 4040. The two major subdivision applications will include the development of one 143.34-acre parcel and one 35.8-acre parcel. The 143.34-acre parcel will be subdivided into 286 or more residential lots, 9 commercial and industrials lots, and one neighborhood park. The 35.83-acre parcel will be subdivided into 100-146 residential lots and one parcel for a neighborhood park. The two parcels to be subdivided were previously approved for development as outlined in the Mountain House Specific Plan III document. Modifications to the Master Plan and Specific Plan are being requested as part of this development request. Staff has had several meetings with the applicant team and County staff as this project moves through the development review process.

Grupe Apartments

Grupe has submitted an application for an 338- unit apartment project within Specific Plan III on a 16.92-acre site located on Central Parkway adjacent to Interstate 205. Staff will work with the County to review and process this project. The subject site possesses an industrial land use designation within the Mountain House Specific Plan. As such the application will most likely trigger a specific plan amendment and associated zone change. Should the project come to fruition, it will provide Mountain House with much needed workforce housing opportunity.

Creekside Development – Neighborhood G

The civil improvement plans for Creekside were approved in mid-April. Staff is working with the designers to review the pedestrian crossing on Central Parkway just south of Giotto Street. The contractor is looking to start construction in May 2022.

Town Center Apartments Development Project

Construction continues on the underground utilities and the Arnaudo Boulevard meadian for the Arnaudo apartments. The designer is revising the street light plans for Providence Street. Resubmital is anticipated by mid May.

Grant Line Road Construction

Staff is working with the developers and contractors to resume construction work on Grant Line

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Road between Central Parkeay and Great Valley Parkway. Staff continues to work on acceptance documents for the improvements along Grant Line Road between Mountain House Parkway and Central Parkway.

Utility Corridor Landscaping Concept Design

Staff is working on reviewing the first submittal of the landscape plans for the open space corridor along Nipoti Ranch Road, the corner of Grant Line Road and Prosperity Street, and in between the homes in Briar Square between Texeira Street and De Anza Boulevard.

Town Center Landscaping

Work continues on the landscaping along Mountain House Parkway and Byron Road.

Neighborhood J

Staff, MHD and designers are working through the plan review process for the neighborhood J improvement plans and final maps.



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ICSC Conference and Trade Show

Mountain House was represented at the International Council of Shopping Centers (ICSC) conference and trade show in March. The show was well attended, and staff was able to meet with several commercial developers and retailers and generated substantial interest in Mountain House. Staff has subsequently sent out follow-up correspondence and site visits are being organized.

The ICSC trade show attendance and follow-up provides an opportunity to showcase Mountain House and the opportunities for retail development which will have important ramifications both in terms of enhancing the community's quality of life and future revenue in a post incorporation scenario. In April, staff toured Mountain House with a major retail/commercial developer who was initially introduced to Mountain House at the ICSC trade show.

Code Compliance Activities

With the adoption of the new ordinance regarding the Master Restrictions, staff is focusing on developing a procedural manual for the Master Restriction process. Staff is preparing an educational presentation and will hold two virtual meetings to educate residents regarding Master Restrictions and CC&R requirements.

The following are the statistics for the code compliance enforcement effort for April 2022.

| | |
|--|----|
| Total citations issued | 52 |
| Parking- Citations | 20 |
| Parking- Warnings | 24 |
| Administrative/property/landscaping warnings/notice (no fines) | 4 |
| Administrative/property/landscaping citation (fine) | 4 |
| Appeal – parking-related | 1 |
| Request for change or variations of Master Restrictions | 39 |
| Approval permits for property changes approved | 31 |
| Approval permits for property changes pending | 8 |

Crime Prevention and Neighborhood Watch Activities

The coordination of Neighborhood Watch meetings is in progress along with Crime Prevention Workshops. The first Crime Prevention Workshop is planned for early summer 2022. Neighborhood Watch and Crime Prevention literature has been completed and is awaiting review prior to printing. The District has been registered for National Night Out 2022 with the National Association of Town Watch.

Weed and Tall Grass Abatement

The District and French Camp Fire have been coordinating efforts to clear overgrown vegetation, weeds, and tall grasses in the large undeveloped lots in and around Mountain House. Abatement letters have been sent to violators. We will continue to monitor all areas in the Mountain House community through the summer season.

Sidewalk and Tree Maintenance Program

The sidewalk and tree maintenance program was approved by the board in September, 2021. Staff has been working with a contractor to identify and classify various sidewalk damages for grinding,

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removal, or replacement. As soon as this evaluation was completed, the process of grinding as well as removal and replacement started. The sidewalk maintenance program began on January 27. This was the first segment of a program designed to maintain residential sidewalks that have lifted due to tree roots and other factors. The extent and number of repairs is subject to annual funding. Annual assessments are prioritized by determining the number of lifts, the severity of each lift and the available funding that is approved by the Board. The priority rating places the threshold for sidewalk grinding from a vertical lift of $\frac{1}{2}$ " to 1". Any sidewalk with a vertical lift of 1" or greater will be added to a list for replacement. In addition to sidewalk maintenance, neighborhood tree maintenance will also be provided under the same program. The extent of pruning will fall under the same parameters as sidewalk repairs. Sidewalk replacement and tree maintenance will begin in early summer. The sidewalk grinding has been completed and all known sidewalk tripping hazards have been eliminated. Sidewalk removal and replacement will begin later in the summer.



Status of the State Water Board's Delta Water Unavailability

- State issued statement regarding the possibility of Delta water use curtailment.
- Staff is working on formalizing a number of alternatives that were considered for a second source of water in case of an emergency interruption to the raw water delivery by Byron Bethany Irrigation District (BBID).
- Staff continues to provide monthly and quarterly water use updates as required by the State Water Board.
- Staff is working with BBID to request a higher than minimum health and safety water allowance proposed by the State in an emergency drought situation.
- The State Water Board has requested additional information to be provided for the Technical Memorandum that was submitted to support the additional water allocation request. This supplemental information was provided to BBID and the State Water Board on Friday, February 4, 2022.
- Staff is also working on alternative long term emergency supplies of water in case of a drought emergency. Nader Shareghi, Public Works Director, met with staff from City of Tracy and will continue to have discussions on possible cooperations in future water projects.
- There has been discussions and notices by the State Water Board about possible curtailment of water during the summer of 2022. If formal notices are issued, additional water conservation measures may need to be implemented.

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- West Yost Associates on a number of water related documents that are required if additional water is to be provided to the District as an exception to a curtailment order. The five-year Urban Water Management Plan (UWMP) has been completed and is being presented to the Board for adoption.
- A Water Shortage Contingency Plan (WSCP) has been completed as is being presented to the Board for adoption.
- A minimum water needs analysis is being prepared by West Yost. This document will be critical as the District and BBID may need to react to and challenge a curtailment by the state in summer of 2022.
- As part of the State Water Resources Control Board (SWRCB) development of a curtailment order, SWRCB is proposing that a preliminary Water Supply and Demand Assessment (WSDA) be submitted to the State prior to June 1, 2022. The District is working with West Yost to comply with the request by preparing documents to support a possible waiver request to a curtailment order.

Wastewater Treatment Plant Expansion Project

March 28, 2022 through April 22, 2022 activities:

- Site fills around both membrane bioreactor and digester
- Form, pour and strip headwork structure walls
- Strip shoring in south half of digester deck
- Strip headworks return activated sludge splitter box base slab and overflow box base slab
- Install rebar for headworks walls
- Pour, strip and patch head works and overflow box walls
- Install door frames and masonry blockouts for east building
- Install scum skimmers and overflow piping
- Install chimneys on west wall of east building
- Backfill digester to final grade on west side
- Install sanitary sewer and scum manhole south of digester
- Install duct bank D and E to south building
- Install membrane bioreactor weir gates and slide gate operators
- Install rebar in columns and footings
- Install under slab conduit
- Set cleanouts and floor drains
- Install rebar for slab
- Strip slab forms
- Install 8" waste activated sludge to scum channel

April 25, 2022 through May 13, 2022 planned activities

- Continue site fills, pond excavating, and grading
- Install 4" pipe sanitary sewer from manhole at south side of east building to north building
- Install 18" pipe dual force main
- Install duct bank to south and east buildings
- Concrete flatwork between membrane bioreactor and north building

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- Install 42" pipe screened influent
- Install 18" pipe digester waste sanitary sewer manhole
- Install 18" pipe permeate
- Install 6" pipe fire line service to south building
- Grout pour
- Rough in electrical conduit
- 18" scum skimmer piping
- Overflow box walls and headworks equipment pads
- Install stop logs in headworks channel
- Pour headworks equipment pads
- Form, pour, and grout in headworks channels
- Install membrane bioreactor cassette mounting brackets
- Membrane bioreactor compressor equipment pads

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Photo taken on March 3, 2022

Patching up the outside wall for permeate section of membrane bioreactor

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Installing pipes and precast manhole for scum manhole



Excavate the area south of scum channel

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Building the templates for braced footing frames in permeate section



New headworks in east building



Placing inside framework for permeate section of MBR



Water Tank Number 1 Rehabilitation Project

The rehabilitation work on tank 1 started this year. The Board approved a contract for HDR to assist in preparing the scope and specifications and approved HDR to inspect the project. Staff and HDR, along with Inframark, have completed the specifications and details to bid the project. Inframark contracted with Superior Tank Company to perform the rehab work and will oversee the work. Superior has started work and is in the process of doing repairs and placing coatings as well as cathodic protection in place.

Work performed and completed March 28 to April 22:

- Completed blasting and coating the interior shell
- Begun welding repair work (rafter clips and baffle support eyehooks)
- Epoxy coating applied to interior roof where previously blasted
- Cathodic protection drill holes, begin trenching and core concrete

In progress April 25 to May 22:

- Complete welding repair work (rafter clips and baffle support eyehooks)
- Complete epoxy coating roof
- Test roof and shell
- Blast, coat and test floor
- Engineer site visit for Phase 2 rafter recommendations

- Complete installing cathodic protection with rectifier to be installed at end of month



Roof primer application



Drilling exterior holes for anodes

Arterials and Questa Road Repair Project

A number of arterials, collector and local streets were identified as part of the Pavement Management Program and were included in the fiscal year 2021-2022 budget. These included Mountain House Parkway, Arnaudo Boulevard, DeAnza Boulevard, Great Valley Parkway, Central Parkway and Mustang Way. The project also included all local and collector streets in Questa neighborhood.

Bids for the project were received on September 20, 2021. Two contractors submitted bids - Silicon Valley Paving, Inc. (\$678,660) and Pavement Coating Company (\$841,963). The project was awarded to Silicon Valley Paving, Inc. at a special board meeting on September 23, 2021. The project was expected to be completed before the rainy season but has been delayed due to the rains and low temperatures during early October. The work is scheduled to start on April 6 and expected to be completed by the end of June.

The work included crack sealing, slurry sealing and asphalt concrete removal and replacement work on various streets identified above. The contractor submitted an application for an encroachment permit on March 28 and started the roadway repair on April 6. They have started with crack sealing in Questa Village and will continue with crack sealing the collector streets in Questa and arterial roads. Patch repair work will start on April 28. The contractor will start slurry sealing in early May and complete the project including the signing and striping by early to middle of June.





Railroad crossing and Street Traffic Calming Signing and Striping

At the request of Union Pacific Railroad, staff prepared plans to add additional safety signs at the railroad crossings. Staff included other signage and improvements that were needed to improve the safety of our streets at various locations. Four contractors were contacted to bid the project. Chrissp Co. submitted the only bid received by the deadline. The contract in the amount of \$79,000 was awarded in April and work started in May.

Miscellaneous projects

There are a number of projects in the design stage. Staff is working on the next road repair project. Pavement inspections are being conducted in the areas identified by the pavement management program for next year's rehabilitation project. Wicklund Village is being inspected and will be included in the next road repairs project along with Byron Road. The project is expected to be bid in July or August 2022.

Traffic signal synchronization on Mountain House is being designed. This project was submitted and obtained grant funding from the state. Staff is working with the County to receive funds for this project.

Poplar Removal Project

The poplar tree removal and replacement project is ongoing. The first phase has been completed. Individual street reports are as follows:

- Mountain House Parkway (MHP) - all poplar trees have been removed and stumps grinded. The trees and plants have been replaced.

- Wicklund, Mustang, and Arnaudo from MHP to De Anza - poplar trees have been removed and stumps grinded. Brightview is replanting the trees and shrubs where poplar trees were removed.
- Great Valley Parkway - poplar trees were removed between sidewalks and sound walls from Arturo to Byron Road.
- Trees are being planted under the PG&E corridor where sumac trees were removed. Crepe myrtle and shrubs are planted in their place.
- All poplar trees along the east side of Great Valley Parkway between the wall and planter strip have been removed. The stump grinding is taking place now. The contractor will replace the irrigation that is damaged and replant the approved trees next.

The poplar tree removal program is in its final phase and is expected to be completed by the end of next month. A new plan is being developed to continue with removals along several remaining portals to completely eliminate all poplar trees in Mountain House with the exception of parks and open spaces.

Cordes Park Security Cameras

The District-wide security camera project is expanding. Cordes Park is scheduled for installation of 2 Avigilon, 4K multi-sensor camera units with AI analytics, each camera with 4 lenses, on rugged AI servers. The cost of the Cordes Park integration come to a total of \$28,507.

Supply chain issues have plagued the project. Projected completion is set in mid to late April.

Library Update

The Mountain House Library was very active in April. Programs have been varied and very well attended. Staff is using the Makerspace to do STEM and STEAM programming. Storytimes are so large that staff will separate them into two groups beginning in summer, returning to our previous “All About Baby” and preschool storytime formats to better provide developmentally appropriate stories and activities to promote literacy. Volunteers have allowed us to offer added programming such as painting workshops and chess clubs. Meditation sessions, a crochet club and sewing classes will soon begin. The District’s Youth Action Committee volunteer teens have successfully begun their tutoring program. Several classes have planned visits to the library this spring. Now that the “Cover to Cover” reading program is completed, staff is actively planning for the summer reading program.

The library has acquired several new books and other materials recently and with spring buying occurring now more will be on their way soon. We are expanding and updating many non-fiction and graphic novel areas of the collection.

Thanks to a collaboration between the California State Library and California State Parks, all Californians have a new way to access the state’s beautiful beaches, forests, deserts, monuments, lakes and rivers through our library system. The Library is offering passes to 200 state parks to our patrons. Patrons check out the pass with their library card, show it at the park entrance, and the entry and parking fees are waived.

The library will be getting updated public computers in the near future making internet access

easier and quicker. Several community members count on our computers for internet access, printing, scanning, and fax services.

Amanda Clifford has been promoted to Librarian II and has moved on to be the Branch Librarian at the Escalon Library. The Library system has started the search for a new Librarian Trainee or Librarian I to take her place.

For more information on Library programs and services visit <http://www.ssjcpl.org>.



Lego

Planter Pot
People
Program



Variety of displays for
Poetry Month, Award
Winners, National Book
Week, Earth Day & more.



Robotic Hand Program



Kite Making
& Kite Fly



Poetry Program



Ramadan Display
and Program



Residential Developments

Below is a summary of new development as of May 2, 2022. Since December 27, 2021, permits have been issued for a total of 110 units, including 24 second units. There have been 191 units granted final occupancy since December 27, 2021, including 32 second units.

| As of May 2, 2022 | | | | | | | | |
|-----------------------------|---------------|--------------|--------------|--------------|--------------|------------|--------------|--------------|
| | Auth. | Permits | Units | Remaining | Second Units | | Total Units | |
| Neighborhood | Permits | Issued | Finished | Authorized | Issued | Finalized | Issued | Finalized |
| Bethany | 1,372 | 1,295 | 1,295 | 77 | 68 | 68 | 1,363 | 1,363 |
| Wicklund | 1,518 | 979 | 979 | 539 | 67 | 67 | 1,046 | 1046 |
| Altamont | 1,217 | 890 | 890 | 327 | 62 | 62 | 952 | 952 |
| Questa | 1,638 | 1,191 | 1,142 | 447 | 78 | 78 | 1,269 | 1,220 |
| Hansen | 1,280 | 1,139 | 1,134 | 141 | 199 | 191 | 1,338 | 1,325 |
| Cordes | 1,297 | 1,139 | 1,085 | 158 | 157 | 156 | 1,296 | 1,241 |
| College Park | 1,763 | 631 | 565 | 1,132 | 98 | 95 | 729 | 660 |
| Subtotal | 10,085 | 7,264 | 7,090 | 2,821 | 729 | 717 | 7,993 | 7,807 |
| | | | | | 10.04% | | | |
| Future Neighborhoods | | | | | | | | |
| I | 1,427 | | | | | | | |
| J | 1,137 | | | | | | | |
| K | 1,192 | | | | | | | |
| L | 1,381 | | | | | | | |
| Town Center | 440 | | | | | | | |
| Subtotal | 5,577 | | | 5,577 | | | | |
| Total | 15,662 | | | 8,398 | | | | |

| | | | | | | | | |
|-----------------|---------------|--|--|--------------|--|--|--|--|
| Subtotal | 5,577 | | | 5,577 | | | | |
| Total | 15,662 | | | 8,484 | | | | |

ATTACHMENTS:

Attachment A: Settlement Agreement and Release – Entry Portals

Attachment B: Settlement Agreement and Release – Road Surface Finish Work

SETTLEMENT AGREEMENT AND RELEASE

(Neighborhood H – In-Tract Improvements)
(Final Map Tract Nos. 3544, 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3553, 3554, 3555 and 3727)

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter referred to as the “Agreement”) is made and entered into as of 4/25/2022, (the “Effective Date”), by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (the “District”), on the one hand, and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”), on the other hand, as follows:

RECITALS

A. MHD and the District have entered into that certain Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000, detailing the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The MARA provides for the parties to enter into implementing agreements, each known as a Project Acquisition Agreement or a Project Reimbursement Agreement, governing MHD’s financing, design, construction and dedication of infrastructure facilities, and the District’s reimbursement of certain of MHD’s expenses related thereto.

C. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

D. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

E. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) (the “PAA-2”) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3) (the “PRA-3”), MHD has constructed and offered for dedication certain improvements to serve Neighborhood “H” (collectively, the “Improvements”).

F. MHD and the District have entered into those certain Subdivision Improvement Agreements for each of Final Map Tract Nos. 3544, 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3553, 3554, 3555 and 3727, requiring the construction and dedication of the Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in such Final Map Tracts, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc. (“Plans and Specifications”), and are on file in the office of the General Manager of the District.

G. MHD and the District entered into Offer of Dedication and Dedication Agreements for each of Final Map Tract Nos. 3544, 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3553, 3554, 3555 and 3727, whereby MHD offered for dedication, and the District accepted MHD’s offer of dedication, the Improvements, each of which is attached hereto as Exhibits C, D, E, F, G, H, I, J, K, L, M and N,

respectively (each, an “Offer of Dedication Agreement” and, collectively, the “Offer of Dedication Agreements”).

H. On or about October 4, 2018, the District inspected and reviewed the Improvements and found that a portion of the Improvements, consisting of the Improvements relating to the neighborhood entry portals for Final Map Tract Nos. 3544, 3545, 3547, 3551, 3554 and 3555 (the “Entry Portal Work”), were not “complete and operational” within the required performance standards as defined in the Plans and Specifications; the general scope of work to perform, correct and/or cure the defects and/or non-conformance to the Plans and Specifications are more particularly described in that certain Questa Tract Acceptance Summary, dated October 24, 2018, a copy of which is attached hereto as Exhibit A (the “Entry Portal Defect”). The Entry Portal Defect consists of those items listed as no. 12 on Exhibit B to each of the Offer of Dedication Agreements attached hereto as Exhibits C, D, E, F, G, H, I, J, K, L, M and N.

I. Subject to and consistent with the terms of this Agreement, the District and MHD hereby desire to settle, compromise, and resolve, once and forever, each and every right, claim, and demand as hereinafter described which either party has or may have against the other relating to their respective claims pertaining to the performance of the Entry Portal Defect.

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Settlement of Entry Portal Defect. (a) In consideration of the foregoing recitals, the promises contained herein, the payment of the Settlement Amount (as defined below), and other good and valuable consideration, the parties hereto agree to enter into this Agreement for the full, final and complete settlement of the Entry Portal Defect. Notwithstanding anything to the contrary in the Conditions of Approval, the Will Serve Letter, the MARA, PAA-2, PRA-3 and the Offer of Dedication Agreements, the District hereby agrees to accept the offer of dedication of the Entry Portal Work as is, where is, with all faults and limitations, in its present state and condition, with all defects, both patent and latent, and with all faults of the Entry Portal Defect whether known or unknown, presently existing or that may hereafter arise, including the Entry Portal Defects, and hereby waives and releases any obligations on the part of MHD to perform, correct and/or cure the Entry Portal Defects in order for the Entry Portal Work to be in compliance with the standards of the Plans and Specifications. The District acknowledges and agrees that the Entry Portal Work shall deemed to have been completed in accordance with the Plans and Specifications for purposes of the Conditions of Approval and the Will Serve Letter notwithstanding the Entry Portal Defects.

(b) Within 30 calendar days of the Effective Date, MHD agrees to pay to the District the sum of Two Hundred Forty-Four Thousand and No/100 Dollars (\$244,000.00) (the “Settlement Amount”) by wire transfer in accordance with the instructions to be provided by the District upon the execution hereof.

(c) General Release by the District. Except for the obligations created by this Agreement, the District hereby releases, acquits, and discharges MHD and each of its officers, managers, members, employees, agents, attorneys, representatives and successors in interest (collectively, “MHD Released parties”) from any and all rights, actions, claims, demands, costs, contracts, allegations, liabilities, obligations, damages, and causes of action, whether known, suspected or unknown, whether in law or in equity, which the District had or now has or may claim to have had or to have by reason of any

matter or thing from the beginning of time through and including the date of this Agreement in connection with the Entry Portal Defect (collectively, the “Claims”). The District covenants, agrees, represents and warrants on behalf of itself and its successors and assigns that it has not and will not institute any action or proceeding, causes of action, suit, cross claim, cross complaint, demand, known or unknown, in any state or federal court or other forum, against the MHD Released parties with respect to the Claims.

(d) General Release by MHD. Except for the obligations and assignment created by this Agreement, MHD hereby releases, acquits, and discharges the District and each of its officers, managers, members, employees, agents, attorneys, representatives and successors in interest from any and all rights, actions, claims, demands, costs, contracts, allegations, liabilities, obligations, damages, and causes of action, whether known, suspected or unknown, whether in law or in equity, which MHD had or now has or may claim to have had or to have by reason of any matter or thing from the beginning of time through and including the date of this Agreement in connection with the Entry Portal Defect.

(e) Waiver of California Civil Code Section 1542. Each of the District and MHD expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, if any, which are applicable to this Agreement, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Section 1542 of the Civil Code, provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and completed release and discharge on the terms set forth above, the District and MHD each expressly acknowledges that this Agreement is intended to and does include in its effect, without limitation, all claims of each party hereto regarding the Entry Portal Defect, including those which either party does not know or suspect to exist in its favor at the time of execution hereof, and that this Agreement contemplates and effects extinguishment of all claims of each in connection with the Entry Portal Defect.

Each of the District and MHD recognizes, acknowledges, and agrees that it has been advised as to the significance and legal effect of the waiver of its rights under Section 1542 of the Civil Code. Each of the District and MHD further acknowledges and agrees that it is aware that either party may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to any claims it may have regarding the Entry Portal Defect, but that nonetheless it is each party's intention to fully, finally and forever settle and release all of its claims regarding the Entry Portal Defect, whether known, unknown, fixed, contingent, suspected, unsuspected, or otherwise.

DS
SP

District Initials

DS
PB

MHD Initials

2. Representations and Warranties. The parties represent and warrant to each other and agree with each other as follows:

(a) Each of the parties represents and warrants that in executing this Agreement it has relied solely upon its own judgment, belief and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent and duration of his or her rights and claims, and that it has not been influenced to any extent whatsoever in executing the same by any representations or statements covering any matters made by the other parties hereto or by any person representing the other parties.

(b) Each of the parties hereto further represents and warrants that it has carefully read this Agreement and knows its contents and that each Party signs the same freely and voluntarily.

(c) Each person executing this Agreement in a representative capacity represents and warrants that the Party is empowered to do so.

(d) Each of the parties represents and warrants that they have not heretofore assigned to any other person or entity any of the rights or claims, or any portion thereof, which any of them has or may have against any of the released parties, and that they are aware of no fact, circumstance or reason that would limit in any manner the releases that they provide by this Agreement

3. Costs of parties. Except as otherwise specifically provided herein, each party shall bear its own costs and attorneys' fees in connection with the negotiation and consummation of the settlement memorialized in this Agreement.

4. No Assignment or Transfer of Claims. Each of the District and MHD represents and acknowledges that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any claims released herein.

5. No Admission. It is understood and agreed by the parties hereto that: (i) the settlement contained herein is not to be construed as an admission of liability on the part of any party hereto or any of the other persons or entities hereby released; and (ii) each party hereto and all other persons or entities hereby released denies any responsibility or liability to any other person or entity.

6. No Reliance on Statements by Others. the District represents and acknowledges that in executing this Agreement it has not and does not rely upon any representations or statements made by MHD, except those representations and statements set forth in this Agreement. MHD represents and acknowledges that in executing this Agreement it has not and does not rely upon any representation or statement made by the District, except those representations and statements set forth in this Agreement.

7. Understanding of Agreement. The parties hereto represent and warrant that they have discussed this Agreement with their respective attorneys, that they have read carefully and fully understand all of the provisions of this Agreement, and that they are entering into this Agreement voluntarily and that each person executing this Agreement has the full power and authority to enter into this Agreement on that party's behalf.

8. Investigation. The parties hereto acknowledge that they and each of their counsel (if any) have had adequate opportunity to make whatever investigation or inquiry that may be necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof.

9. Advice of Counsel. The parties hereto acknowledge that they have each been represented by independent legal counsel of their own choice throughout all of the negotiations which preceded the execution of this Agreement and that they have each executed this Agreement with the consent and on the advice of such independent legal counsel. The parties hereto acknowledge that they and each of their counsel have had adequate opportunity to make whatever investigation or inquiry that may be necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof.

10. Attorneys' Fees. In the event any litigation is brought to enforce this Agreement, or as a consequence of its breach, or because any representation made herein was not true when made, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees incurred in that litigation.

11. Scope of Agreement. This Agreement shall be binding upon the parties and upon their representatives, successors, and assigns.

12. Governing Law. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of California.

13. Modification. This Agreement may not be amended, supplemented, or modified in any respect without further written agreement of all parties to this Agreement.

14. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein. The representations and warranties contained herein shall survive the execution, delivery, and consummation of this Agreement.

15. Severability. In the event that any portion, clause or provision of this Agreement is found or held by any court, governmental or administrative agency or other tribunal to be invalid, void or unenforceable in any respect, those portions, clauses or provisions shall be deemed severed herefrom, and the remaining portions, clauses or provisions of this Agreement shall remain in full force and effect.

16. Further Assurances. the District and MHD each agrees to execute, acknowledge, verify, deliver, furnish or cause to be furnished all documents and information necessary to the consummation of the releases provided hereby and to do or cause to be done all other acts and things at such times and in such forms or substance as are reasonably necessary to effectuate the terms of this Agreement.

17. Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall constitute one and the same instrument.

[Signatures Continue on the following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

DISTRICT

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT

DocuSigned by:
By: 
Name: Steven J. Pinkerton
Title: General Manager

Approved as to form:

DocuSigned by:
By: 
Name: John D. Bakker
Title: Interim District Counsel

MHD

MOUNTAIN HOUSE DEVELOPERS, LLC, a Delaware limited liability company

By: Land Management Company, LLC,
a California limited liability company
Its: Sole Member

By: Resmark Equity Partners VI, LLC,
a Delaware limited liability company
Its: Authorized Agent

DocuSigned by:
By: 
Name: Peter Bridges
Title: Peter Bridges, Authorized Signatory

5081304.2

Exhibit A

DESCRIPTION OF ENTRY PORTAL DEFECTS



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**QUESTA TRACT ACCEPTANCE
SUMMARY**

ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE

NEIGHBORHOOD H
SAN JOAQUIN COUNTY, CALIFORNIA

October 24, 2018
Job No.: 0673-031

| Description | Amount |
|---|-----------|
| TRACT 3544 | \$ 72,000 |
| TRACT 3545 | \$ 29,000 |
| TRACT 3547 | \$ 38,000 |
| TRACT 3551 | \$ 33,000 |
| TRACT 3554 | \$ 32,000 |
| TRACT 3555 | \$ 40,000 |
| TOTAL ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT \$ 244,000 | |
| <i>(to the nearest \$1,000)</i> | |

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QUESTA TRACT ACCEPTANCE
ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE
TRACT 3544 - NEIGHBORHOOD H
 SAN JOAQUIN COUNTY, CALIFORNIA

 October 24, 2018
 Job No.: 0673-031

| Item | Description | Quantity | Unit | Unit Price | Amount |
|--|---|----------|------|-------------|-----------|
| Notes / Assumptions: | | | | | |
| <ol style="list-style-type: none"> 1. This estimate covers the entry portals associated with Tract 3544 and is based on a PDF take off of the approved construction drawings. 2. All work shall be performed in accordance with the current MHCSD Standard Plans and Specifications. 3. The limit of work includes all sections of integral colored concrete outside of the plaza area along Great Valley Parkway and DeAnza Boulevard. | | | | | |
| DEMOLITION AND CONCRETE REMOVAL | | | | | |
| <u>DeAnza Boulevard and North Montebello Street</u> | | | | | |
| 1 | East | 860 | SF | \$ 5.00 | \$ 4,300 |
| 2 | West | 860 | SF | \$ 5.00 | \$ 4,300 |
| <u>Great Valley Parkway and West Esplanade Drive</u> | | | | | |
| 3 | North | 1,070 | SF | \$ 5.00 | \$ 5,350 |
| 4 | South | 1,070 | SF | \$ 5.00 | \$ 5,350 |
| Subtotal Demolition and Concrete Removal | | | | | |
| \$ 19,300 | | | | | |
| CONCRETE FLATWORK¹ (with INTEGRAL COLOR) | | | | | |
| <u>DeAnza Boulevard and North Montebello Street</u> | | | | | |
| 5 | East | 860 | SF | \$ 10.00 | \$ 8,600 |
| 6 | West | 860 | SF | \$ 10.00 | \$ 8,600 |
| <u>Great Valley Parkway and West Esplanade Drive</u> | | | | | |
| 7 | North | 1,070 | SF | \$ 10.00 | \$ 10,700 |
| 8 | South | 1,070 | SF | \$ 10.00 | \$ 10,700 |
| Subtotal Concrete Flatwork | | | | | |
| \$ 38,600 | | | | | |
| ACCESSIBLE RAMPS² | | | | | |
| 9 | DeAnza Boulevard and North Montebello Street | 2 | EA | \$ 1,000.00 | \$ 2,000 |
| 10 | Great Valley Parkway and West Esplanade Drive | 2 | EA | \$ 1,000.00 | \$ 2,000 |
| Subtotal Accessible Ramps | | | | | |
| \$ 4,000 | | | | | |
| MISCELLANEOUS | | | | | |
| 11 | Mobilization / Traffic Control | 1.0 | LS | \$ 4,000.00 | \$ 4,000 |
| Subtotal Miscellaneous | | | | | |
| \$ 4,000 | | | | | |
| SUBTOTAL TRACT 3544 ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT \$ 65,900 | | | | | |
| 10% CONTINGENCY \$ 6,590 | | | | | |
| TOTAL TRACT 3544 ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT \$ 72,000 | | | | | |
| <i>(to the nearest \$1,000)</i> | | | | | |

Notes:

1. The colors for the integral colored concrete shall be per the Approved Landscape Plans and the Neighborhood H - In-Tract Landscape Specifications as prepared by SWA, dated December 21, 2007 and approved by the MHCSD
2. Accessible ramp concrete area is included in the concrete flatwork total. This added cost is for detectable warning surfaces and extra finish.



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QUESTA TRACT ACCEPTANCE
ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE
TRACT 3545 - NEIGHBORHOOD H
 SAN JOAQUIN COUNTY, CALIFORNIA

 October 24, 2018
 Job No.: 0673-031

| Item | Description | Quantity | Unit | Unit Price | Amount |
|--|--|----------|------|-------------|----------|
| Notes / Assumptions: | | | | | |
| 1. This estimate covers the entry portals associated with Tract 3545 and is based on a PDF take off of the approved construction drawings. 2. All work shall be performed in accordance with the current MHCSD Standard Plans and Specifications. 3. The limit of work includes all sections of integral colored concrete outside of the plaza area along Great Valley Parkway and DeAnza Boulevard. | | | | | |
| DEMOLITION AND CONCRETE REMOVAL | | | | | |
| <u>DeAnza Boulevard and North Andalusia Way</u> | | | | | |
| 1 | East | 750 | SF | \$ 5.00 | \$ 3,750 |
| 2 | West | 731 | SF | \$ 5.00 | \$ 3,655 |
| Subtotal Demolition and Concrete Removal | | | | | |
| \$ 7,405 | | | | | |
| CONCRETE FLATWORK¹ (with INTEGRAL COLOR) | | | | | |
| <u>DeAnza Boulevard and North Andalusia Way</u> | | | | | |
| 3 | East | 750 | SF | \$ 10.00 | \$ 7,500 |
| 4 | West | 731 | SF | \$ 10.00 | \$ 7,310 |
| Subtotal Concrete Flatwork | | | | | |
| \$ 14,810 | | | | | |
| ACCESSIBLE RAMPS² | | | | | |
| 5 | DeAnza Boulevard and North Andalusia Way | 2 | EA | \$ 1,000.00 | \$ 2,000 |
| Subtotal Accessible Ramps | | | | | |
| \$ 2,000 | | | | | |
| MISCELLANEOUS | | | | | |
| 6 | Mobilization / Traffic Control | 1.0 | LS | \$ 2,000.00 | \$ 2,000 |
| Subtotal Miscellaneous | | | | | |
| \$ 2,000 | | | | | |
| SUBTOTAL TRACT 3545 ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT | | | | | |
| \$ 26,215 | | | | | |
| 10% CONTINGENCY | | | | | |
| \$ 2,622 | | | | | |
| TOTAL TRACT 3545 ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT | | | | | |
| \$ 29,000 | | | | | |
| <i>(to the nearest \$1,000)</i> | | | | | |

Notes:

- The colors for the integral colored concrete shall be per the Approved Landscape Plans and the Neighborhood H - In-Tract Landscape Specifications as prepared by SWA, dated December 21, 2007 and approved by the MHCSD
- Accessible ramp concrete area is included in the concrete flatwork total. This added cost is for detectable warning surfaces and extra finish.

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QUESTA TRACT ACCEPTANCE
ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE
TRACT 3547 - NEIGHBORHOOD H
 SAN JOAQUIN COUNTY, CALIFORNIA

 October 24, 2018
 Job No.: 0673-031

| Item | Description | Quantity | Unit | Unit Price | Amount |
|--|--|----------|------|-------------|------------------|
| Notes / Assumptions: | | | | | |
| 1. This estimate covers the entry portals associated with Tract 3547 and is based on a PDF take off of the approved construction drawings. 2. All work shall be performed in accordance with the current MHCSD Standard Plans and Specifications. 3. The limit of work includes all sections of integral colored concrete outside of the plaza area along Great Valley Parkway and DeAnza Boulevard. | | | | | |
| DEMOLITION AND CONCRETE REMOVAL | | | | | |
| DeAnza Boulevard and West Questa Trail | | | | | |
| 1 | East | 1,021 | SF | \$ 5.00 | \$ 5,105 |
| 2 | West | 1,039 | SF | \$ 5.00 | \$ 5,195 |
| Subtotal Demolition and Concrete Removal | | | | | \$ 10,300 |
| CONCRETE FLATWORK¹ (with INTEGRAL COLOR) | | | | | |
| DeAnza Boulevard and West Questa Trail | | | | | |
| 3 | East | 1,021 | SF | \$ 10.00 | \$ 10,210 |
| 4 | West | 1,039 | SF | \$ 10.00 | \$ 10,390 |
| Subtotal Concrete Flatwork | | | | | \$ 20,600 |
| ACCESSIBLE RAMPS² | | | | | |
| 5 | DeAnza Boulevard and West Questa Trail | 2 | EA | \$ 1,000.00 | \$ 2,000 |
| Subtotal Accessible Ramps | | | | | \$ 2,000 |
| MISCELLANEOUS | | | | | |
| 6 | Mobilization / Traffic Control | 1.0 | LS | \$ 2,000.00 | \$ 2,000 |
| Subtotal Miscellaneous | | | | | \$ 2,000 |
| SUBTOTAL TRACT 3547 ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT | | | | | \$ 34,900 |
| 10% CONTINGENCY | | | | | \$ 3,490 |
| TOTAL TRACT 3547 ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT | | | | | \$ 38,000 |
| <i>(to the nearest \$1,000)</i> | | | | | |

Notes:

- The colors for the integral colored concrete shall be per the Approved Landscape Plans and the Neighborhood H - In-Tract Landscape Specifications as prepared by SWA, dated December 21, 2007 and approved by the MHCSD
- Accessible ramp concrete area is included in the concrete flatwork total. This added cost is for detectable warning surfaces and extra finish.

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QUESTA TRACT ACCEPTANCE
ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE
TRACT 3551 - NEIGHBORHOOD H
 SAN JOAQUIN COUNTY, CALIFORNIA

 October 24, 2018
 Job No.: 0673-031

| Item | Description | Quantity | Unit | Unit Price | Amount |
|--|--------------------------------|----------|------|-------------|------------------|
| Notes / Assumptions: | | | | | |
| 1. This estimate covers the entry portals associated with Tract 3551 and is based on a PDF take off of the approved construction drawings. 2. All work shall be performed in accordance with the current MHCSD Standard Plans and Specifications. 3. The limit of work includes all sections of integral colored concrete outside of the plaza area along Great Valley Parkway and DeAnza Boulevard. | | | | | |
| DEMOLITION AND CONCRETE REMOVAL | | | | | |
| <u>DeAnza Boulevard and North Marquis Way</u> | | | | | |
| 1 | East | 888 | SF | \$ 5.00 | \$ 4,440 |
| 2 | West | 821 | SF | \$ 5.00 | \$ 4,105 |
| Subtotal Demolition and Concrete Removal | | | | | \$ 8,545 |
| CONCRETE FLATWORK¹ (with INTEGRAL COLOR) | | | | | |
| <u>DeAnza Boulevard and North Marquis Way</u> | | | | | |
| 3 | East | 888 | SF | \$ 10.00 | \$ 8,880 |
| 4 | West | 821 | SF | \$ 10.00 | \$ 8,210 |
| Subtotal Concrete Flatwork | | | | | \$ 17,090 |
| ACCESSIBLE RAMPS² | | | | | |
| <u>DeAnza Boulevard and North Marquis Way</u> | | | | | |
| 5 | | 2 | EA | \$ 1,000.00 | \$ 2,000 |
| Subtotal Accessible Ramps | | | | | \$ 2,000 |
| MISCELLANEOUS | | | | | |
| 6 | Mobilization / Traffic Control | 1.0 | LS | \$ 2,000.00 | \$ 2,000 |
| Subtotal Miscellaneous | | | | | \$ 2,000 |
| SUBTOTAL TRACT 3551 ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT | | | | | \$ 29,635 |
| 10% CONTINGENCY | | | | | \$ 2,964 |
| TOTAL TRACT 3551 ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT | | | | | \$ 33,000 |
| <i>(to the nearest \$1,000)</i> | | | | | |

Notes:

- The colors for the integral colored concrete shall be per the Approved Landscape Plans and the Neighborhood H - In-Tract Landscape Specifications as prepared by SWA, dated December 21, 2007 and approved by the MHCSD
- Accessible ramp concrete area is included in the concrete flatwork total. This added cost is for detectable warning surfaces and extra finish.

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QUESTA TRACT ACCEPTANCE
ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE
TRACT 3554 - NEIGHBORHOOD H
 SAN JOAQUIN COUNTY, CALIFORNIA

 October 24, 2018
 Job No.: 0673-031

| Item | Description | Quantity | Unit | Unit Price | Amount |
|--|--|----------|------|-------------|----------|
| Notes / Assumptions: | | | | | |
| <ol style="list-style-type: none"> 1. This estimate covers the entry portals associated with Tract 3554 and is based on a PDF take off of the approved construction drawings. 2. All work shall be performed in accordance with the current MHCSD Standard Plans and Specifications. 3. The limit of work includes all sections of integral colored concrete outside of the plaza area along Great Valley Parkway and DeAnza Boulevard. | | | | | |
| DEMOLITION AND CONCRETE REMOVAL | | | | | |
| Great Valley Parkway and West Questa Trail | | | | | |
| 1 | East | 851 | SF | \$ 5.00 | \$ 4,255 |
| 2 | West | 851 | SF | \$ 5.00 | \$ 4,255 |
| Subtotal Demolition and Concrete Removal | | | | | |
| \$ 8,510 | | | | | |
| CONCRETE FLATWORK¹ (with INTEGRAL COLOR) | | | | | |
| Great Valley Parkway and West Questa Trail | | | | | |
| 3 | East | 851 | SF | \$ 10.00 | \$ 8,510 |
| 4 | West | 851 | SF | \$ 10.00 | \$ 8,510 |
| Subtotal Concrete Flatwork | | | | | |
| \$ 17,020 | | | | | |
| ACCESSIBLE RAMPS² | | | | | |
| 5 | Great Valley Parkway and West Questa Trail | 2 | EA | \$ 1,000.00 | \$ 2,000 |
| Subtotal Accessible Ramps | | | | | |
| \$ 2,000 | | | | | |
| MISCELLANEOUS | | | | | |
| 6 | Mobilization / Traffic Control | 1.0 | LS | \$ 2,000.00 | \$ 2,000 |
| Subtotal Miscellaneous | | | | | |
| \$ 2,000 | | | | | |
| SUBTOTAL TRACT 3554 ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT | | | | | |
| \$ 29,530 | | | | | |
| 10% CONTINGENCY | | | | | |
| \$ 2,953 | | | | | |
| TOTAL TRACT 3554 ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT | | | | | |
| \$ 32,000 | | | | | |
| <i>(to the nearest \$1,000)</i> | | | | | |

Notes:

1. The colors for the integral colored concrete shall be per the Approved Landscape Plans and the Neighborhood H - In-Tract Landscape Specifications as prepared by SWA, dated December 21, 2007 and approved by the MHCSD
2. Accessible ramp concrete area is included in the concrete flatwork total. This added cost is for detectable warning surfaces and extra finish.

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QUESTA TRACT ACCEPTANCE
ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE
TRACT 3555 - NEIGHBORHOOD H
 SAN JOAQUIN COUNTY, CALIFORNIA

 October 24, 2018
 Job No.: 0673-031

| Item | Description | Quantity | Unit | Unit Price | Amount |
|--|--|----------|------|-------------|-----------|
| Notes / Assumptions: | | | | | |
| <ol style="list-style-type: none"> 1. This estimate covers the entry portals associated with Tract 3555 and is based on a PDF take off of the approved construction drawings. 2. All work shall be performed in accordance with the current MHCSD Standard Plans and Specifications. 3. The limit of work includes all sections of integral colored concrete outside of the plaza area along Great Valley Parkway and DeAnza Boulevard. | | | | | |
| DEMOLITION AND CONCRETE REMOVAL | | | | | |
| <u>Great Valley Parkway and West Riatta Ranch Drive</u> | | | | | |
| 1 | East | 1,070 | SF | \$ 5.00 | \$ 5,350 |
| 2 | West | 1,070 | SF | \$ 5.00 | \$ 5,350 |
| Subtotal Demolition and Concrete Removal | | | | | |
| \$ 10,700 | | | | | |
| CONCRETE FLATWORK¹ (with INTEGRAL COLOR) | | | | | |
| <u>Great Valley Parkway and West Riatta Ranch Drive</u> | | | | | |
| 3 | East | 1,070 | SF | \$ 10.00 | \$ 10,700 |
| 4 | West | 1,070 | SF | \$ 10.00 | \$ 10,700 |
| Subtotal Concrete Flatwork | | | | | |
| \$ 21,400 | | | | | |
| ACCESSIBLE RAMPS² | | | | | |
| 5 | Great Valley Parkway and West Riatta Ranch Drive | 2 | EA | \$ 1,000.00 | \$ 2,000 |
| Subtotal Accessible Ramps | | | | | |
| \$ 2,000 | | | | | |
| MISCELLANEOUS | | | | | |
| 6 | Mobilization / Traffic Control | 1.0 | LS | \$ 2,000.00 | \$ 2,000 |
| Subtotal Miscellaneous | | | | | |
| \$ 2,000 | | | | | |
| SUBTOTAL TRACT 3555 ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT | | | | | |
| \$ 36,100 | | | | | |
| 10% CONTINGENCY | | | | | |
| \$ 3,610 | | | | | |
| TOTAL TRACT 3555 ENTRY PORTAL INTEGRAL COLOR CONCRETE IN-LIEU FEE AMOUNT | | | | | |
| \$ 40,000 | | | | | |
| <i>(to the nearest \$1,000)</i> | | | | | |

Notes:

1. The colors for the integral colored concrete shall be per the Approved Landscape Plans and the Neighborhood H - In-Tract Landscape Specifications as prepared by SWA, dated December 21, 2007 and approved by the MHCSD
2. Accessible ramp concrete area is included in the concrete flatwork total. This added cost is for detectable warning surfaces and extra finish.

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Exhibit B

Intentionally omitted.

Exhibit C

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3544

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood H – In-Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures and Soundwalls)
(Final Map Tract No. 3544)
Neighborhood H

This offer of Dedication and Dedication Agreement (“Agreement”, dated April 22, 2019, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “H.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3544 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3544, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and /or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, but no later than December 31st, 2020, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

“MOUNTAIN HOUSE DEVELOPERS, LLC”

a Delaware limited liability company

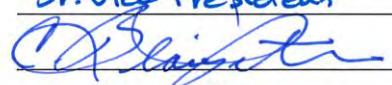
By:



Name: Peter M. Bridges

Its: Sr. Vice President

By:



Name: C. Blaine Peterson

Its: President

“DISTRICT”

Mountain House Community Services District

By: Sarah Ragsdale

Name: Sarah Ragsdale

Its: Interim General Manager

APPROVED AS TO FORM:

By: J.D.B.

Name: John D. Bakker

Its: Interim District Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3544**

Improvements located within Tract 3544 consisting of:

- 1) Storm drain facilities and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3544 Improvement Plans dated April 24, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated August 8, 2006, as amended with Change Orders 1 through 14 with a final estimated cost of \$1,842,528.52.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3544 Improvement Plans dated April 24, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated April 2, 2007, as amended with Change Orders 1 to 3 with a final estimated cost of \$45,861.25.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3544 Joint Trench and Street Light Plans dated February 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 7, 2006, as amended with Change Order 1 with a final estimated cost of \$371,962.10.
- 4) Landscaping and neighborhood entry portals as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' In-tract Landscape Plans dated December 21, 2007, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Sansei Gardens Inc. for the construction of the improvements dated August 24, 2007, as amended with Change Orders 1 to 11 with a final estimated cost of \$267,376.30.

Exhibit A

Neighborhood H "Questa"

Tract 3544

The areas shown on the Neighborhood H map below are being transferred to MHCSD by this Offer of Dedication.

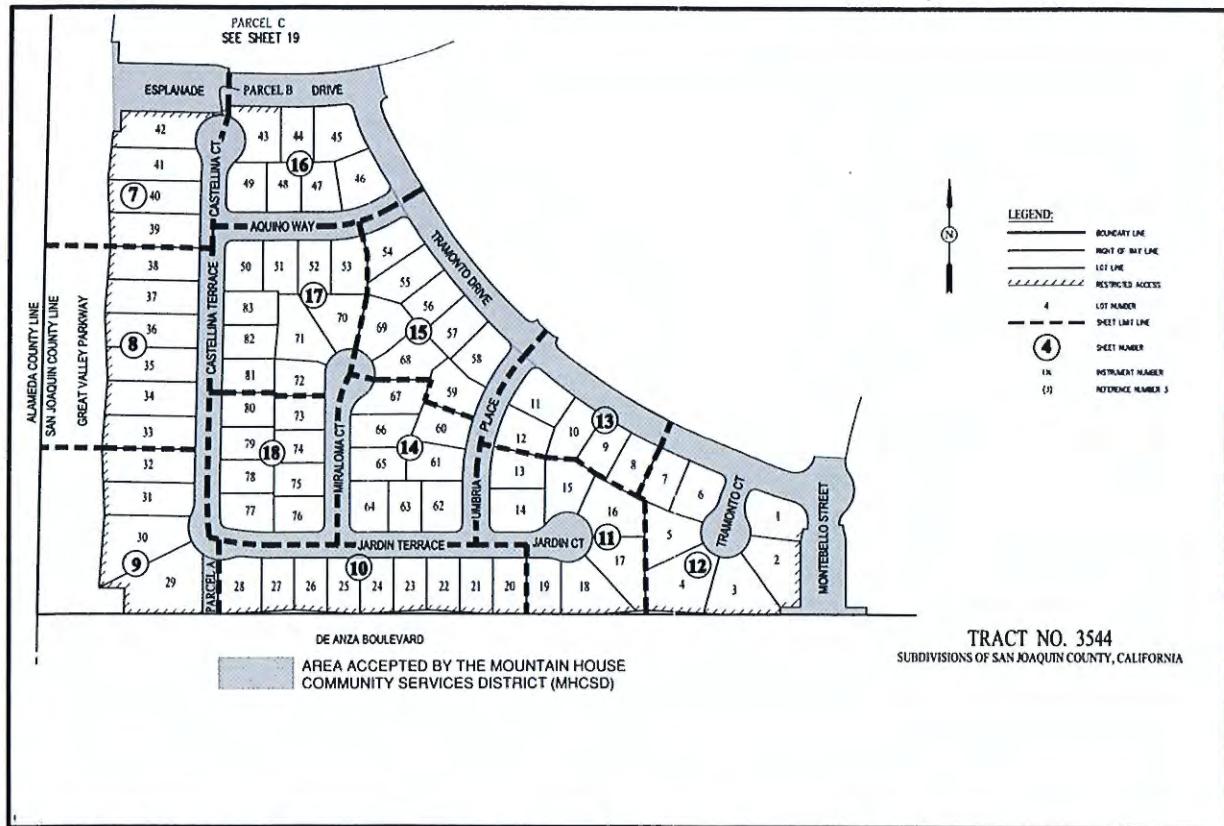


Exhibit B

DESCRIPTION OF DEFERRED WORK ITEMS

| <u>Deferred Work Item</u> | <u>Estimated Cost</u> |
|---|-----------------------|
| 1. Traffic circle retaining wall concrete Tract (3544) | \$4,450.00 |
| 2. Traffic circle retaining wall concrete Tract (3547) | \$4,450.00 |
| 3. Traffic circle retaining wall concrete Tract (3551) | \$4,450.00 |
| 4. Traffic circle retaining wall concrete Tract (3554) | \$4,450.00 |
| 5. Traffic circle retaining wall concrete Tract (3555) | \$4,450.00 |
| 6. Parcel A – Paseo landscaping from Miramonte Drive to Byron Road (sidewalk and bollard are installed) | \$44,330.00 |
| 7. Parcel B – Paseo landscaping from Andalusia Way to Byron Road (sidewalk and bollard are installed) | \$27,742.00 |
| 8. Questa Mini Park | \$125,720.00 |
| 9. Bus stop transit shelter | \$25,000.00 |
| 10. Red curb at fire hydrants and mailboxes | \$5,000.00 |
| 11. Portal stucco crack repair* | \$5,000.00 |
| 12. Portal concrete sidewalk repair | <u>\$335,000.00</u> |
| Total | <u>\$590,042.00</u> |

*Repair of stucco cracks that are visible and/or have stucco that has crumbled or flaked out. Does not include hairline cracks from which pieces have not fallen out.



Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391

Tel (209) 831-2300 • Fax (209) 831-5610

www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated April 22, 2019 for Neighborhood H – In Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures, and Soundwalls (Final Map Tract No. 3544), made by Mountain House Developers, LLC, a Delaware Limited Liability Company (“Grantor”) in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District (“Grantee”), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 4/22/2019

By: Sarah Ragsdale

Sarah Ragsdale

Interim General Manager

Mountain House Community Services District

Exhibit D

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3545

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood H – In-Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures and Soundwalls)
(Final Map Tract No. 3545)
Neighborhood H

This offer of Dedication and Dedication Agreement (“Agreement”, dated April 22, 2019, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “H.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3545 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3545, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

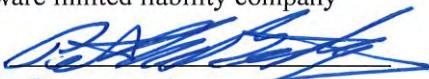
15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, but no later than December 31st, 2020, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

“MOUNTAIN HOUSE DEVELOPERS, LLC”

a Delaware limited liability company

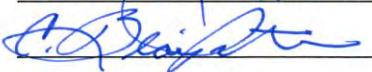
By:



Name: Peter M. Bridges

Its: Sr. Vice President

By:



Name: C. Blaine Peterson

Its: President

“DISTRICT”

Mountain House Community Services District

By: Sarah Ragsdale

Name: Sarah Ragsdale

Its: Interim General Manager

APPROVED AS TO FORM:

By: John D. Bakker

Name: John D. Bakker

Its: Interim District Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3545**

Improvements located within Tract 3545 consisting of:

- 1) Storm drain facilities and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3545 Improvement Plans dated May 16, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated August 8, 2006, as amended with Change Orders 1 through 14 with a final estimated cost of \$1,585,469.80.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3545 Improvement Plans dated May 16, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated April 2, 2007, as amended with Change Orders 1 to 3 with a final estimated cost of \$45,861.25.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3545 Joint Trench and Street Light Plans dated December 2005, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 7, 2006, as amended with Change Order 1 with a final estimated cost of \$347,869.35.
- 4) Landscaping and neighborhood entry portals as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' In-tract Landscape Plans dated December 21, 2007, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Sansei Gardens Inc. for the construction of the improvements dated August 24, 2007, as amended with Change Orders 1 to 11 with a final estimated cost of \$267,376.30.

Exhibit A

Neighborhood H "Questa"

Tract 3545

The areas shown on the Neighborhood H map below are being transferred to MHCSD by this Offer of Dedication.

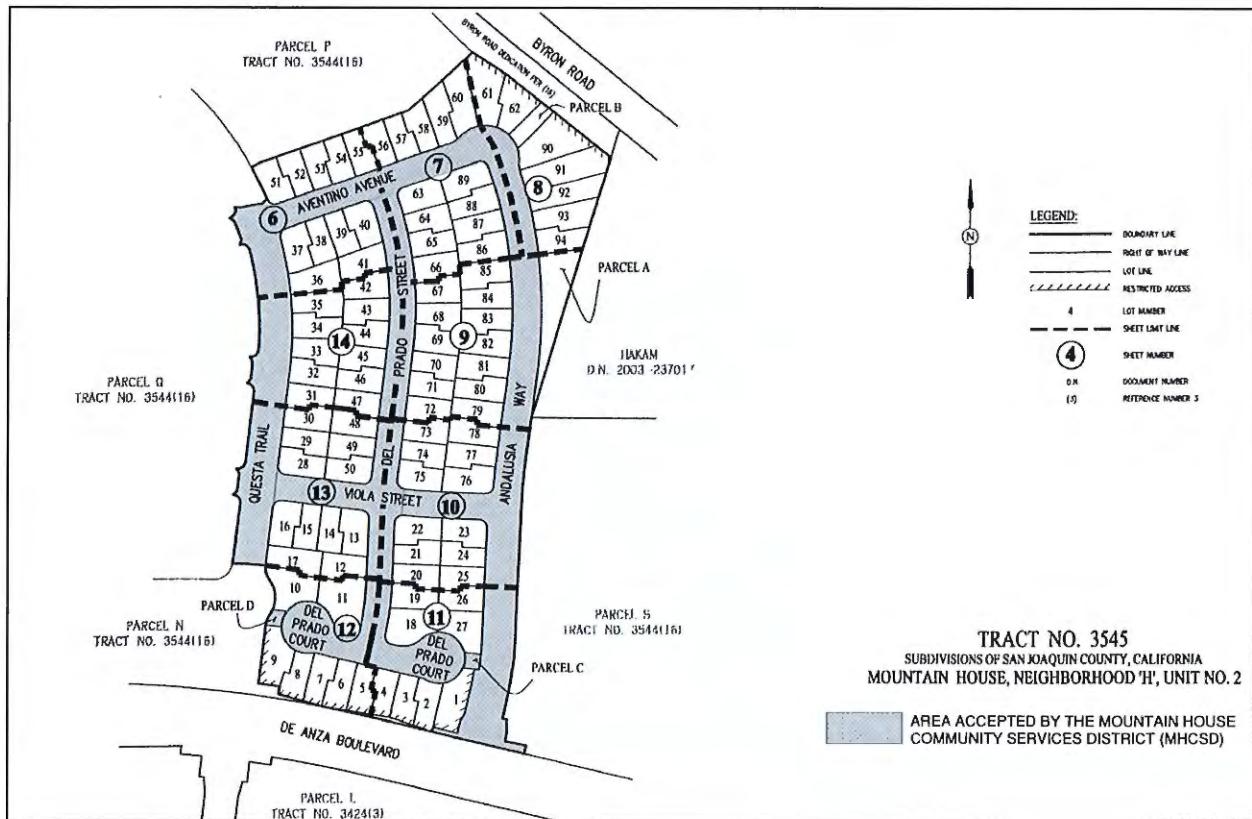


Exhibit B

DESCRIPTION OF DEFERRED WORK ITEMS

| <u>Deferred Work Item</u> | <u>Estimated Cost</u> |
|---|-----------------------|
| 1. Traffic circle retaining wall concrete Tract (3544) | \$4,450.00 |
| 2. Traffic circle retaining wall concrete Tract (3547) | \$4,450.00 |
| 3. Traffic circle retaining wall concrete Tract (3551) | \$4,450.00 |
| 4. Traffic circle retaining wall concrete Tract (3554) | \$4,450.00 |
| 5. Traffic circle retaining wall concrete Tract (3555) | \$4,450.00 |
| 6. Parcel A – Paseo landscaping from Miramonte Drive to Byron Road (sidewalk and bollard are installed) | \$44,330.00 |
| 7. Parcel B – Paseo landscaping from Andalusia Way to Byron Road (sidewalk and bollard are installed) | \$27,742.00 |
| 8. Questa Mini Park | \$125,720.00 |
| 9. Bus stop transit shelter | \$25,000.00 |
| 10. Red curb at fire hydrants and mailboxes | \$5,000.00 |
| 11. Portal stucco crack repair* | \$5,000.00 |
| 12. Portal concrete sidewalk repair | \$335,000.00 |
| Total | <u>\$590,042.00</u> |

*Repair of stucco cracks that are visible and/or have stucco that has crumbled or flaked out. Does not include hairline cracks from which pieces have not fallen out.



Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391
Tel (209) 831-2300 • Fax (209) 831-5610
www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated April 22, 2019 for Neighborhood H – In Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures, and Soundwalls (Final Map Tract No. 3545), made by Mountain House Developers, LLC, a Delaware Limited Liability Company (“Grantor”) in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District (“Grantee”), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 4/22/2019

By: Sarah Ragsdale
Sarah Ragsdale
Interim General Manager
Mountain House Community Services District

Exhibit E

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3546

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood H – In-Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, and Concrete)
(Final Map Tract No. 3546)
Neighborhood H

This offer of Dedication and Dedication Agreement (“Agreement”, dated April 22, 2019, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “H.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3546 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3546, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

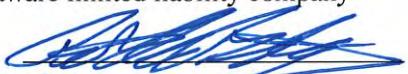
15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, but no later than December 31st, 2020, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

"MOUNTAIN HOUSE DEVELOPERS, LLC"

a Delaware limited liability company

By:



Name: Peter M. Bridges

Its: Sr. Vice President

By: 

Name: C. Blaine Peterson

Its: President

"DISTRICT"

Mountain House Community Services District

By: 

Name: Sarah Ragsdale

Its: Interim General Manager

APPROVED AS TO FORM:

By: 

Name: John D. Bakker

Its: Interim District Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3546**

Improvements located within Tract 3546 consisting of:

- 1) Storm drain facilities and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3546 Improvement Plans dated May 15, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated August 8, 2006, as amended with Change Orders 1 through 14 with a final estimated cost of \$1,138,909.00.
- 2) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3546 Joint Trench and Street Light Plans dated February 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 7, 2006, as amended with Change Order 1 with a final estimated cost of \$246,483.25.
- 3) Landscaping and neighborhood entry portals as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' In-tract Landscape Plans dated December 21, 2007, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Sansei Gardens Inc. for the construction of the improvements dated August 24, 2007, as amended with Change Orders 1 to 11 with a final estimated cost of \$267,376.30.

Exhibit A

Neighborhood H "Questa"

Tract 3546

The areas shown on the Neighborhood H map below are being transferred to MHCSD by this Offer of Dedication.

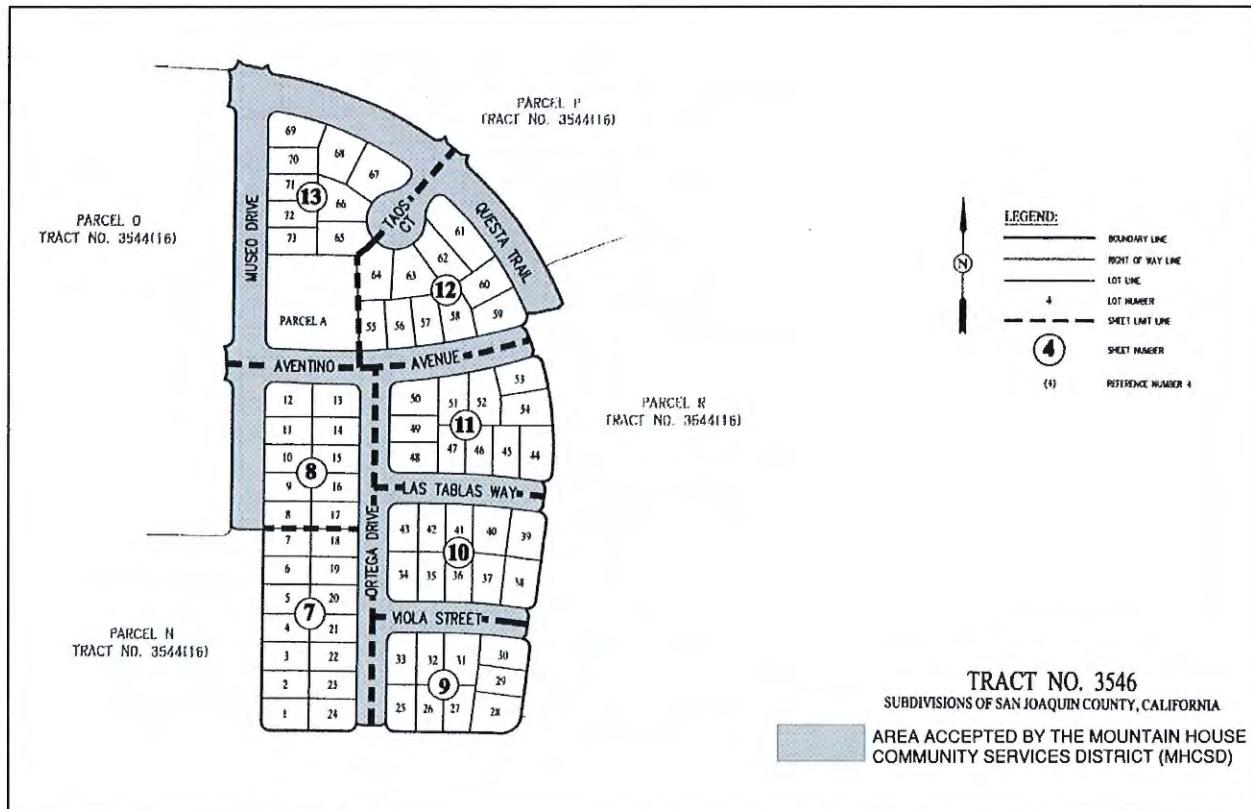


Exhibit B

DESCRIPTION OF DEFERRED WORK ITEMS

| <u>Deferred Work Item</u> | <u>Estimated Cost</u> |
|---|-----------------------|
| 1. Traffic circle retaining wall concrete Tract (3544) | \$4,450.00 |
| 2. Traffic circle retaining wall concrete Tract (3547) | \$4,450.00 |
| 3. Traffic circle retaining wall concrete Tract (3551) | \$4,450.00 |
| 4. Traffic circle retaining wall concrete Tract (3554) | \$4,450.00 |
| 5. Traffic circle retaining wall concrete Tract (3555) | \$4,450.00 |
| 6. Parcel A – Paseo landscaping from Miramonte Drive to Byron Road (sidewalk and bollard are installed) | \$44,330.00 |
| 7. Parcel B – Paseo landscaping from Andalusia Way to Byron Road (sidewalk and bollard are installed) | \$27,742.00 |
| 8. Questa Mini Park | \$125,720.00 |
| 9. Bus stop transit shelter | \$25,000.00 |
| 10. Red curb at fire hydrants and mailboxes | \$5,000.00 |
| 11. Portal stucco crack repair* | \$5,000.00 |
| 12. Portal concrete sidewalk repair | <u>\$335,000.00</u> |
| Total | <u>\$590,042.00</u> |

*Repair of stucco cracks that are visible and/or have stucco that has crumbled or flaked out. Does not include hairline cracks from which pieces have not fallen out.



Mountain House Community Services District

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www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated April 22, 2019 for Neighborhood H – In Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping and Concrete (Final Map Tract No. 3546) , made by Mountain House Developers, LLC, a Delaware Limited Liability Company ("Grantor") in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District ("Grantee"), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 4/22/2019

By: Sarah Ragsdale
Sarah Ragsdale
Interim General Manager
Mountain House Community Services District

Exhibit F

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3547

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood H – In-Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures and Soundwalls)
(Final Map Tract No. 3547)
Neighborhood H

This offer of Dedication and Dedication Agreement (“Agreement”, dated April 22, 2019, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “H.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3547 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3547, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, but no later than December 31st, 2020, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

“MOUNTAIN HOUSE DEVELOPERS, LLC”

a Delaware limited liability company

By:



Name:

Peter M. Bridges

Its:

Sr. Vice President

By:



Name:

C. Blaine Peterson

Its:

President

“DISTRICT”

Mountain House Community Services District

By:



Name: Sarah Ragsdale

Its: Interim General Manager

APPROVED AS TO FORM:

By:



Name: John D. Bakker

Its: Interim District Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3547**

Improvements located within Tract 3547 consisting of:

- 1) Storm drain facilities and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3547 Improvement Plans dated May 19, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated August 8, 2006, as amended with Change Orders 1 through 14 with a final estimated cost of \$1,767,130.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3547 Improvement Plans dated May 19, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated April 2, 2007, as amended with Change Orders 1 to 3 with a final estimated cost of \$45,861.25.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3547 Joint Trench and Street Light Plans dated February 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 7, 2006, as amended with Change Order 1 with a final estimated cost of \$247,587.65.
- 4) Landscaping and neighborhood entry portals as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' In-tract Landscape Plans dated December 21, 2007, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Sansei Gardens Inc. for the construction of the improvements dated August 24, 2007, as amended with Change Orders 1 to 11 with a final estimated cost of \$267,376.30.

Exhibit A

Neighborhood H "Questa"

Tract 3547

The areas shown on the Neighborhood H map below are being transferred to MHCSD by this Offer of Dedication.

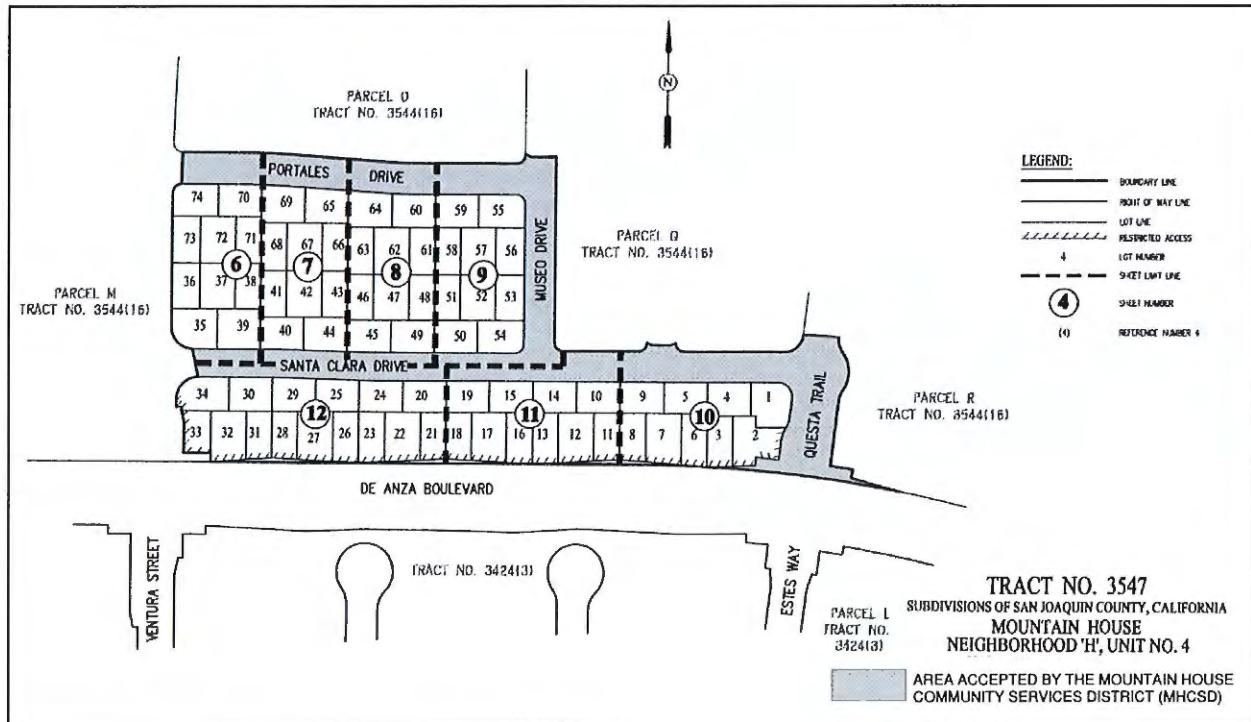


Exhibit B

DESCRIPTION OF DEFERRED WORK ITEMS

| <u>Deferred Work Item</u> | <u>Estimated Cost</u> |
|---|-----------------------|
| 1. Traffic circle retaining wall concrete Tract (3544) | \$4,450.00 |
| 2. Traffic circle retaining wall concrete Tract (3547) | \$4,450.00 |
| 3. Traffic circle retaining wall concrete Tract (3551) | \$4,450.00 |
| 4. Traffic circle retaining wall concrete Tract (3554) | \$4,450.00 |
| 5. Traffic circle retaining wall concrete Tract (3555) | \$4,450.00 |
| 6. Parcel A – Paseo landscaping from Miramonte Drive to Byron Road (sidewalk and bollard are installed) | \$44,330.00 |
| 7. Parcel B – Paseo landscaping from Andalusia Way to Byron Road (sidewalk and bollard are installed) | \$27,742.00 |
| 8. Questa Mini Park | \$125,720.00 |
| 9. Bus stop transit shelter | \$25,000.00 |
| 10. Red curb at fire hydrants and mailboxes | \$5,000.00 |
| 11. Portal stucco crack repair* | \$5,000.00 |
| 12. Portal concrete sidewalk repair | <u>\$335,000.00</u> |
| Total | <u>\$590,042.00</u> |

*Repair of stucco cracks that are visible and/or have stucco that has crumbled or flaked out. Does not include hairline cracks from which pieces have not fallen out.



Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391

Tel (209) 831-2300 • Fax (209) 831-5610

www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated April 22, 2019 for Neighborhood H – In Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures, and Soundwalls (Final Map Tract No. 3547) , made by Mountain House Developers, LLC, a Delaware Limited Liability Company (“Grantor”) in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District (“Grantee”), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 4/22/2019

By: Sarah Ragsdale

Sarah Ragsdale
Interim General Manager
Mountain House Community Services District

Exhibit G

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3548

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood H – In-Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, and Concrete)
(Final Map Tract No. 3548)
Neighborhood H

This offer of Dedication and Dedication Agreement (“Agreement”, dated April 22, 2019, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “H.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3548 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3548, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and /or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

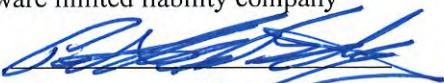
15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, but no later than December 31st, 2020, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

"MOUNTAIN HOUSE DEVELOPERS, LLC"

a Delaware limited liability company

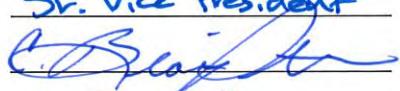
By:



Name: Peter M. Bridges

Its: Sr. Vice President

By:



Name: C. Blaine Peterson

Its: President

"DISTRICT"

Mountain House Community Services District

By: Sarah Ragsdale

Name: Sarah Ragsdale

Its: Interim General Manager

APPROVED AS TO FORM:

By: J.D.B.

Name: John D. Bakker

Its: Interim District Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3548**

Improvements located within Tract 3548 consisting of:

- 1) Storm drain facilities and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3548 Improvement Plans dated May 2, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated August 8, 2006, as amended with Change Orders 1 through 14 with a final estimated cost of \$1,012,158.
- 2) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3548 Joint Trench and Street Light Plans dated March 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 7, 2006, as amended with Change Order 1 with a final estimated cost of \$222,092.15.

Exhibit A

Neighborhood H "Questa"

Tract 3548

The areas shown on the Neighborhood H map below are being transferred to MHCSD by this Offer of Dedication.

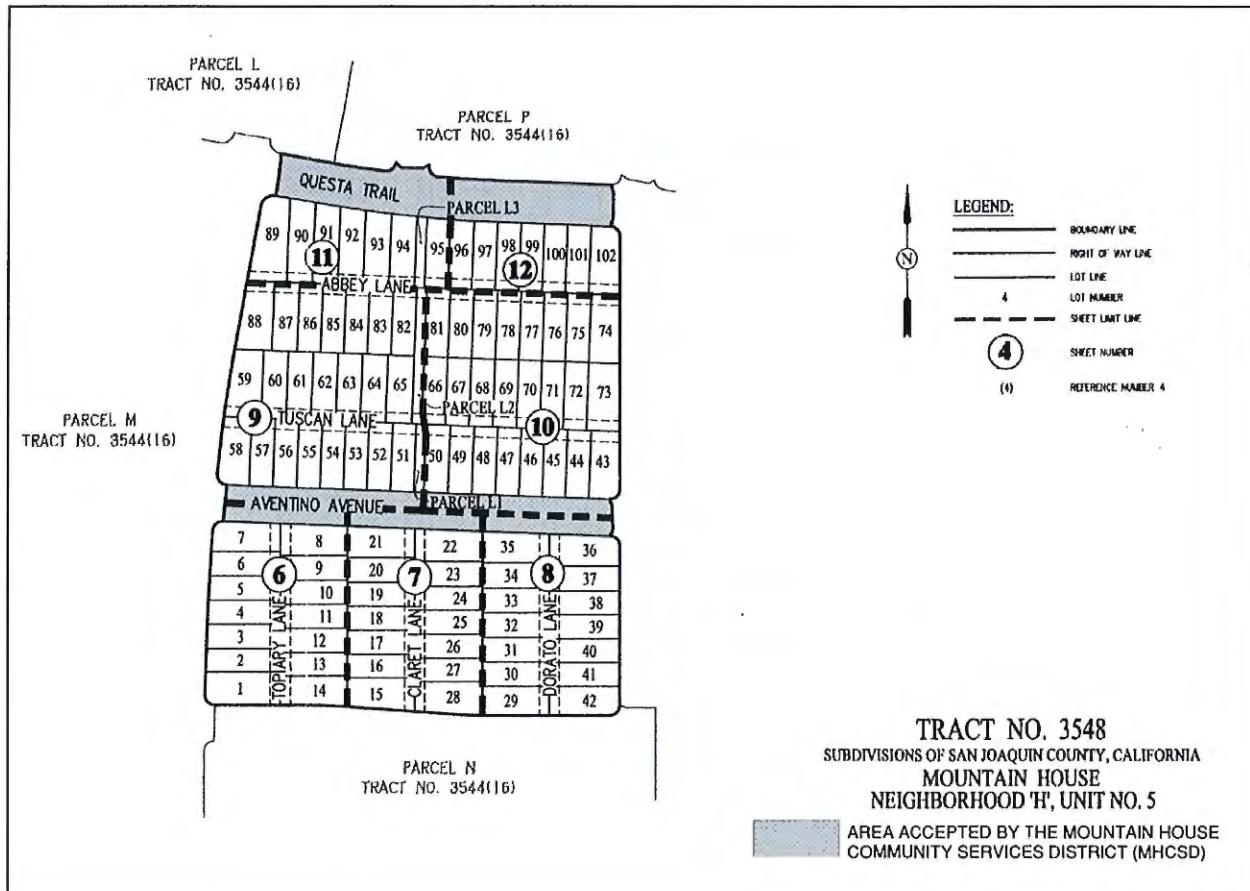


Exhibit B

DESCRIPTION OF DEFERRED WORK ITEMS

| <u>Deferred Work Item</u> | <u>Estimated Cost</u> |
|---|-----------------------|
| 1. Traffic circle retaining wall concrete Tract (3544) | \$4,450.00 |
| 2. Traffic circle retaining wall concrete Tract (3547) | \$4,450.00 |
| 3. Traffic circle retaining wall concrete Tract (3551) | \$4,450.00 |
| 4. Traffic circle retaining wall concrete Tract (3554) | \$4,450.00 |
| 5. Traffic circle retaining wall concrete Tract (3555) | \$4,450.00 |
| 6. Parcel A – Paseo landscaping from Miramonte Drive to Byron Road (sidewalk and bollard are installed) | \$44,330.00 |
| 7. Parcel B – Paseo landscaping from Andalusia Way to Byron Road (sidewalk and bollard are installed) | \$27,742.00 |
| 8. Questa Mini Park | \$125,720.00 |
| 9. Bus stop transit shelter | \$25,000.00 |
| 10. Red curb at fire hydrants and mailboxes | \$5,000.00 |
| 11. Portal stucco crack repair* | \$5,000.00 |
| 12. Portal concrete sidewalk repair | \$335,000.00 |
| Total | <u>\$590,042.00</u> |

*Repair of stucco cracks that are visible and/or have stucco that has crumbled or flaked out. Does not include hairline cracks from which pieces have not fallen out.



Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391
Tel (209) 831-2300 • Fax (209) 831-5610
www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated April 22, 2019 for Neighborhood H – In Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping and Concrete (Final Map Tract No. 3548) , made by Mountain House Developers, LLC, a Delaware Limited Liability Company (“Grantor”) in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District (“Grantee”), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 4/22/2019

By: Sarah Ragsdale
Sarah Ragsdale
Interim General Manager
Mountain House Community Services District

Exhibit H

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3549

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood H – In-Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Soundwall, and Concrete)
(Final Map Tract No. 3549)
Neighborhood H

This offer of Dedication and Dedication Agreement (“Agreement”, dated April 22, 2019, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “H.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3549 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3549, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, but no later than December 31st, 2020, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

“MOUNTAIN HOUSE DEVELOPERS, LLC”

a Delaware limited liability company

By:

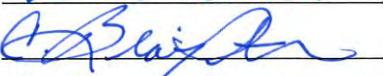


Name: Peter M. Bridges

Its:

Sr. Vice President

By:



Name: C. Blaine Peterson

Its:

President

“DISTRICT”

Mountain House Community Services District

By:



Name: Sarah Ragsdale

Its: Interim General Manager

APPROVED AS TO FORM:

By:



Name: John D. Bakker

Its: Interim District Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3549**

Improvements located within Tract 3549 consisting of:

- 1) Storm drain facilities and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3549 Improvement Plans dated April 3, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated August 8, 2006, as amended with Change Orders 1 through 14 with a final estimated cost of \$1,223,415.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3549 Improvement Plans dated April 3, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated April 2, 2007, as amended with Change Orders 1 to 3 with a final estimated cost of \$45,861.25.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3549 Joint Trench and Street Light Plans dated February 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 7, 2006, as amended with Change Order 1 with a final estimated cost of \$245,485.40.

Exhibit A

Neighborhood H "Questa"

Tract 3549

The areas shown on the Neighborhood H map below are being transferred to MHCSD by this Offer of Dedication.

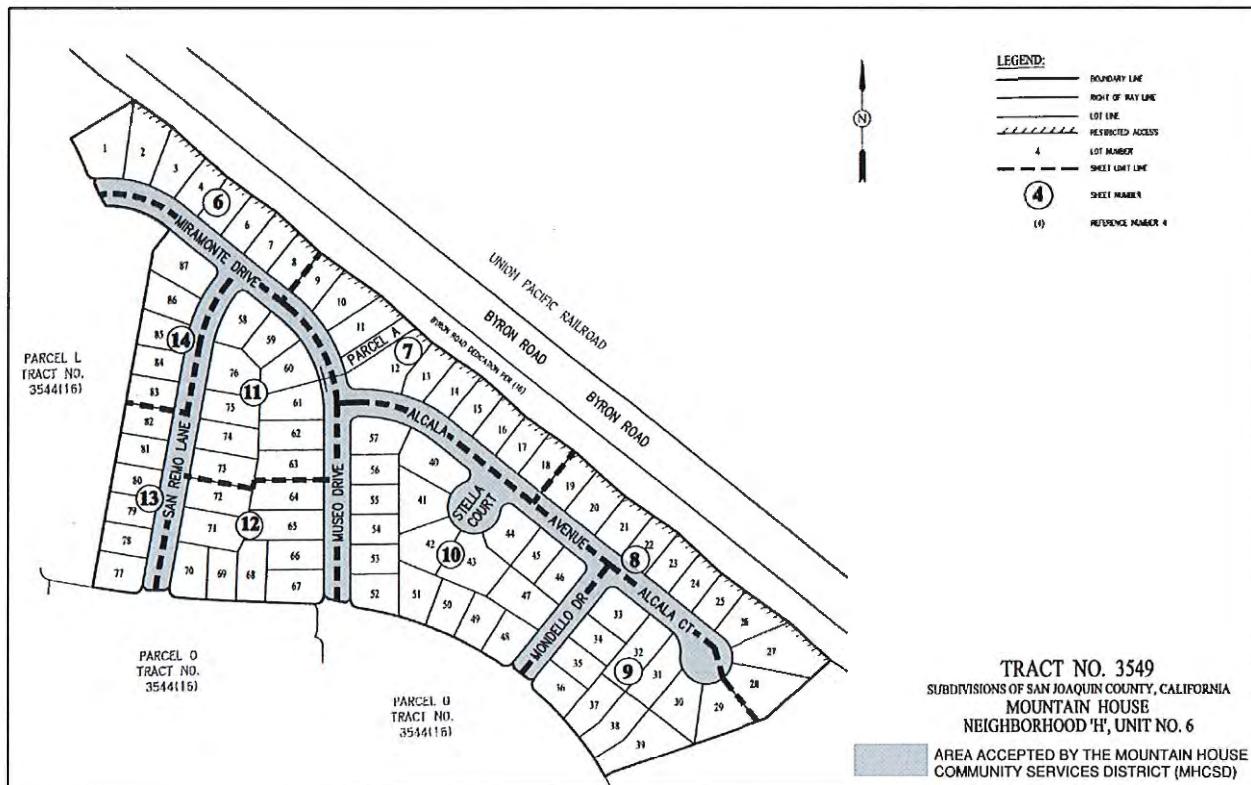


Exhibit B

DESCRIPTION OF DEFERRED WORK ITEMS

| <u>Deferred Work Item</u> | <u>Estimated Cost</u> |
|---|-----------------------|
| 1. Traffic circle retaining wall concrete Tract (3544) | \$4,450.00 |
| 2. Traffic circle retaining wall concrete Tract (3547) | \$4,450.00 |
| 3. Traffic circle retaining wall concrete Tract (3551) | \$4,450.00 |
| 4. Traffic circle retaining wall concrete Tract (3554) | \$4,450.00 |
| 5. Traffic circle retaining wall concrete Tract (3555) | \$4,450.00 |
| 6. Parcel A – Paseo landscaping from Miramonte Drive to Byron Road (sidewalk and bollard are installed) | \$44,330.00 |
| 7. Parcel B – Paseo landscaping from Andalusia Way to Byron Road (sidewalk and bollard are installed) | \$27,742.00 |
| 8. Questa Mini Park | \$125,720.00 |
| 9. Bus stop transit shelter | \$25,000.00 |
| 10. Red curb at fire hydrants and mailboxes | \$5,000.00 |
| 11. Portal stucco crack repair* | \$5,000.00 |
| 12. Portal concrete sidewalk repair | <u>\$335,000.00</u> |
| Total | <u>\$590,042.00</u> |

*Repair of stucco cracks that are visible and/or have stucco that has crumbled or flaked out. Does not include hairline cracks from which pieces have not fallen out.



Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391

Tel (209) 831-2300 • Fax (209) 831-5610

www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated April 22, 2019 for Neighborhood H – In Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping and Concrete (Final Map Tract No. 3549) , made by Mountain House Developers, LLC, a Delaware Limited Liability Company (“Grantor”) in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District (“Grantee”), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 4/22/2019

By: Sarah Ragsdale
Sarah Ragsdale
Interim General Manager
Mountain House Community Services District

Exhibit I

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3550

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood H – In-Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping and Concrete)
(Final Map Tract No. 3550)
Neighborhood H

This offer of Dedication and Dedication Agreement (“Agreement”, dated April 122, 2019, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “H.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3550 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3550, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, but no later than December 31st, 2020, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

"MOUNTAIN HOUSE DEVELOPERS, LLC"

a Delaware limited liability company

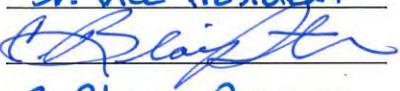
By:



Name: Peter M. Bridges

Its: Sr. Vice President

By:



Name: C. Blaine Peterson

Its: President

"DISTRICT"

Mountain House Community Services District

By: Sarah Ragsdale

Name: Sarah Ragsdale

Its: Interim General Manager

APPROVED AS TO FORM:

By: J.D.B.

Name: John D. Bakker

Its: Interim District Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3550**

Improvements located within Tract 3550 consisting of:

- 1) Storm drain facilities and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3550 Improvement Plans dated May 2, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated August 8, 2006, as amended with Change Orders 1 through 14 with a final estimated cost of \$1,825,231.50.
- 2) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3550 Joint Trench and Street Light Plans dated December 2005, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 7, 2006, as amended with Change Order 1 with a final estimated cost of \$328,397.52.

Exhibit A

Neighborhood H "Questa"

Tract 3550

The areas shown on the Neighborhood H map below are being transferred to MHCSD by this Offer of Dedication.

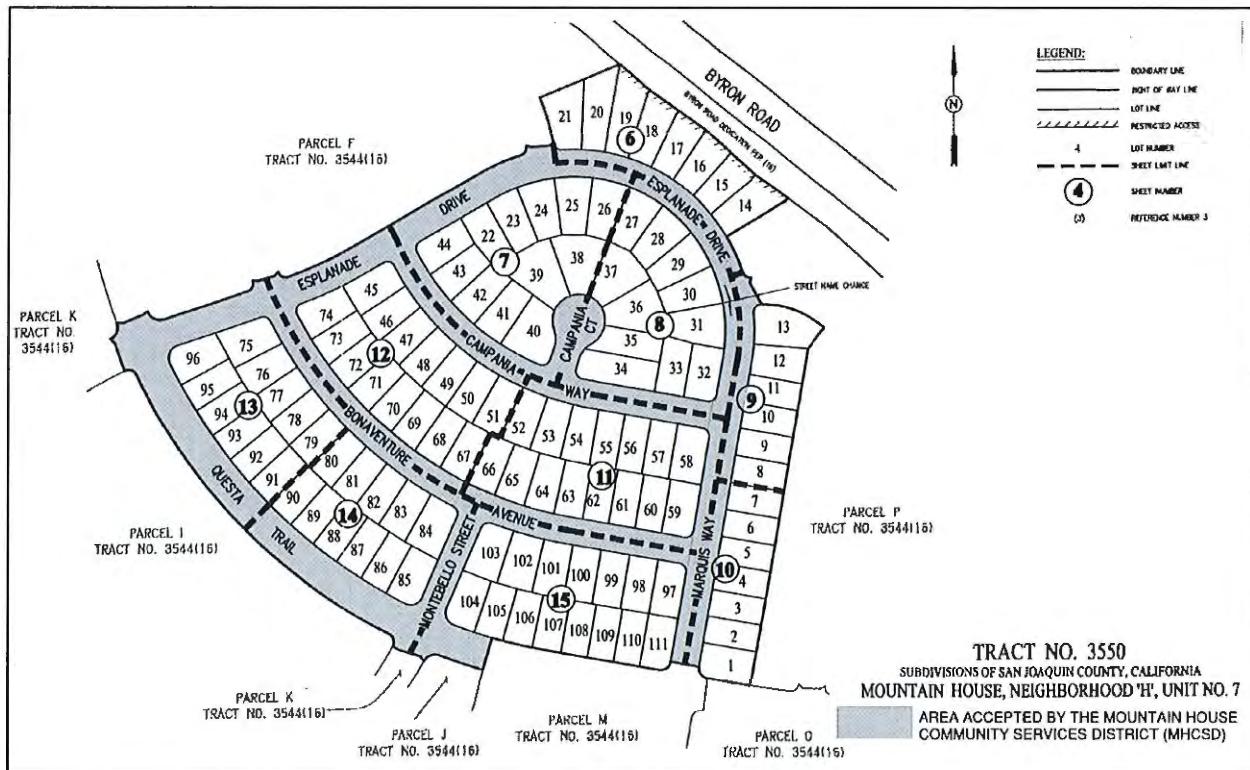


Exhibit B

DESCRIPTION OF DEFERRED WORK ITEMS

| <u>Deferred Work Item</u> | <u>Estimated Cost</u> |
|---|-----------------------|
| 1. Traffic circle retaining wall concrete Tract (3544) | \$4,450.00 |
| 2. Traffic circle retaining wall concrete Tract (3547) | \$4,450.00 |
| 3. Traffic circle retaining wall concrete Tract (3551) | \$4,450.00 |
| 4. Traffic circle retaining wall concrete Tract (3554) | \$4,450.00 |
| 5. Traffic circle retaining wall concrete Tract (3555) | \$4,450.00 |
| 6. Parcel A – Paseo landscaping from Miramonte Drive to Byron Road (sidewalk and bollard are installed) | \$44,330.00 |
| 7. Parcel B – Paseo landscaping from Andalusia Way to Byron Road (sidewalk and bollard are installed) | \$27,742.00 |
| 8. Questa Mini Park | \$125,720.00 |
| 9. Bus stop transit shelter | \$25,000.00 |
| 10. Red curb at fire hydrants and mailboxes | \$5,000.00 |
| 11. Portal stucco crack repair* | \$5,000.00 |
| 12. Portal concrete sidewalk repair | <u>\$335,000.00</u> |
| Total | <u>\$590,042.00</u> |

*Repair of stucco cracks that are visible and/or have stucco that has crumbled or flaked out. Does not include hairline cracks from which pieces have not fallen out.



Mountain House Community Services District

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www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated April 22, 2019 for Neighborhood H – In Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping and Concrete (Final Map Tract No. 3550) , made by Mountain House Developers, LLC, a Delaware Limited Liability Company (“Grantor”) in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District (“Grantee”), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 4/22/2019

By: Sarah Ragsdale
Sarah Ragsdale
Interim General Manager
Mountain House Community Services District

Exhibit J

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3551

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood H – In-Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures and Soundwalls)
(Final Map Tract No. 3551)
Neighborhood H

This offer of Dedication and Dedication Agreement (“Agreement”, dated April 22, 2019, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “H.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3551 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3551, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, but no later than December 31st, 2020, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

"MOUNTAIN HOUSE DEVELOPERS, LLC"

a Delaware limited liability company

By:



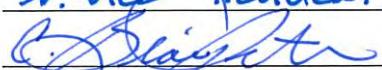
Name:

Peter M. Bridges

Its:

Sr. Vice President

By:



Name:

C. Blaine Peterson

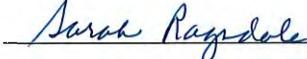
Its:

President

"DISTRICT"

Mountain House Community Services District

By:



Name: Sarah Ragsdale

Its: Interim General Manager

APPROVED AS TO FORM:

By:



Name: John D. Bakker

Its: Interim District Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3551**

Improvements located within Tract 3551 consisting of:

- 1) Storm drain facilities and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3551 Improvement Plans dated May 15, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated August 8, 2006, as amended with Change Orders 1 through 14 with a final estimated cost of \$2,756,535.20.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3551 Improvement Plans dated May 15, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated April 2, 2007, as amended with Change Orders 1 to 3 with a final estimated cost of \$45,861.25.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3551 Joint Trench and Street Light Plans dated February 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 7, 2006, as amended with Change Order 1 with a final estimated cost of \$452,411.80.
- 4) Landscaping and neighborhood entry portals as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' In-tract Landscape Plans dated December 21, 2007, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Sansei Gardens Inc. for the construction of the improvements dated August 24, 2007, as amended with Change Orders 1 to 11 with a final estimated cost of \$267,376.30.

Exhibit A

Neighborhood H "Questa"

Tract 3551

The areas shown on the Neighborhood H map below are being transferred to MHCSD by this Offer of Dedication.

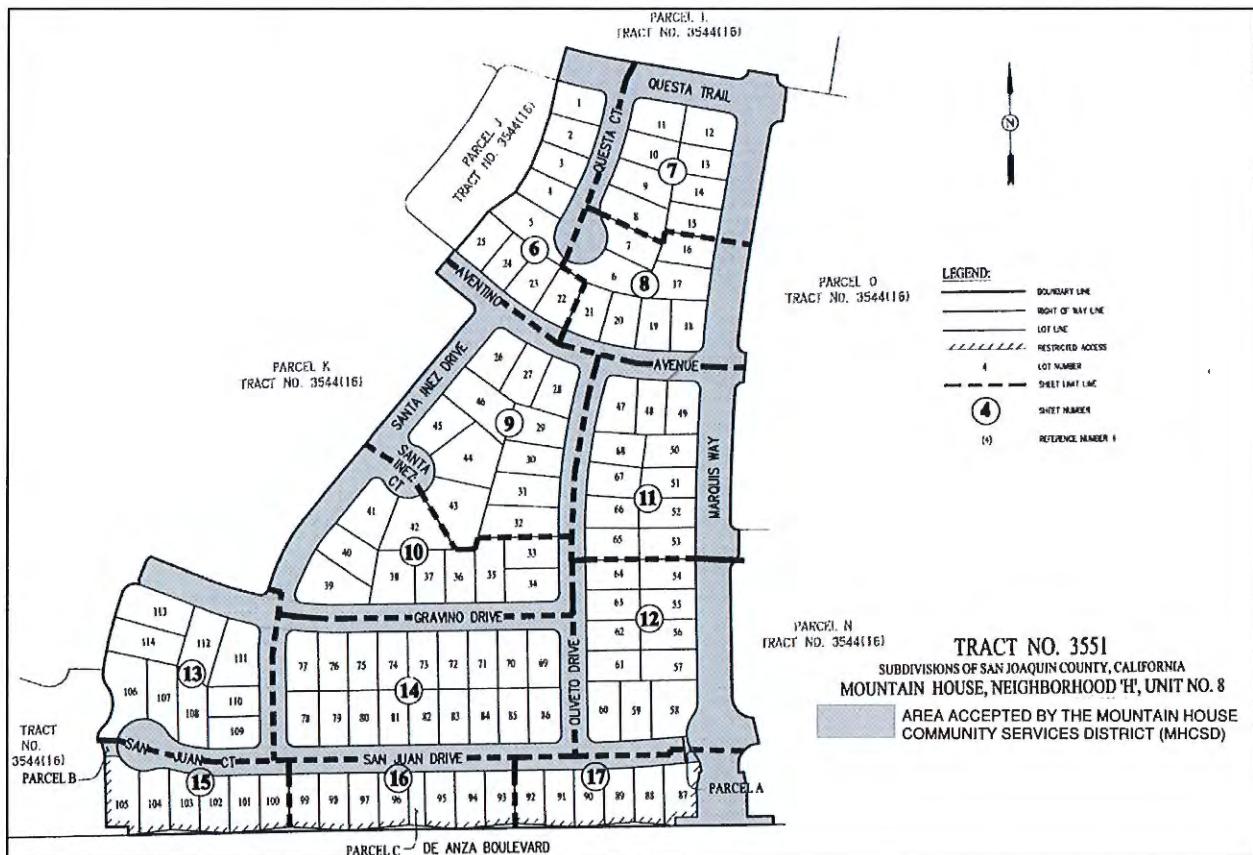


Exhibit B

DESCRIPTION OF DEFERRED WORK ITEMS

| <u>Deferred Work Item</u> | <u>Estimated Cost</u> |
|---|-----------------------|
| 1. Traffic circle retaining wall concrete Tract (3544) | \$4,450.00 |
| 2. Traffic circle retaining wall concrete Tract (3547) | \$4,450.00 |
| 3. Traffic circle retaining wall concrete Tract (3551) | \$4,450.00 |
| 4. Traffic circle retaining wall concrete Tract (3554) | \$4,450.00 |
| 5. Traffic circle retaining wall concrete Tract (3555) | \$4,450.00 |
| 6. Parcel A – Paseo landscaping from Miramonte Drive to Byron Road (sidewalk and bollard are installed) | \$44,330.00 |
| 7. Parcel B – Paseo landscaping from Andalusia Way to Byron Road (sidewalk and bollard are installed) | \$27,742.00 |
| 8. Questa Mini Park | \$125,720.00 |
| 9. Bus stop transit shelter | \$25,000.00 |
| 10. Red curb at fire hydrants and mailboxes | \$5,000.00 |
| 11. Portal stucco crack repair* | \$5,000.00 |
| 12. Portal concrete sidewalk repair | <u>\$335,000.00</u> |
| Total | <u>\$590,042.00</u> |

*Repair of stucco cracks that are visible and/or have stucco that has crumbled or flaked out. Does not include hairline cracks from which pieces have not fallen out.



Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391

Tel (209) 831-2300 • Fax (209) 831-5610

www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated April 22, 2019 for Neighborhood H – In Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures, and Soundwalls (Final Map Tract No. 3551), made by Mountain House Developers, LLC, a Delaware Limited Liability Company (“Grantor”) in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District (“Grantee”), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 4/22/2019

By: Sarah Ragsdale

Sarah Ragsdale

Interim General Manager

Mountain House Community Services District

Exhibit K

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3553

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood H – In-Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures and Soundwalls)
(Final Map Tract No. 3553)
Neighborhood H

This offer of Dedication and Dedication Agreement (“Agreement”, dated April 22, 2019, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “H.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3553 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3553, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, but no later than December 31st, 2020, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

"MOUNTAIN HOUSE DEVELOPERS, LLC"

a Delaware limited liability company

By:



Name:

Peter M. Bridges

Its:

Sr. Vice President

By:



Name:

C. Blaine Peterson

Its:

President

"DISTRICT"

Mountain House Community Services District

By:



Name: Sarah Ragsdale

Its: Interim General Manager

APPROVED AS TO FORM:

By:



Name: John D. Bakker

Its: Interim District Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3553**

Improvements located within Tract 3553 consisting of:

- 1) Storm drain facilities and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3553 Improvement Plans dated April 13, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated August 8, 2006, as amended with Change Orders 1 through 14 with a final estimated cost of \$1,182,857.50.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3553 Improvement Plans dated April 13, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated April 2, 2007, as amended with Change Orders 1 to 3 with a final estimated cost of \$45,861.25.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3553 Joint Trench and Street Light Plans dated December 2005, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 7, 2006, as amended with Change Order 1 with a final estimated cost of \$328,397.53.
- 4) Landscaping and neighborhood entry portals as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' In-tract Landscape Plans dated December 21, 2007, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Sansei Gardens Inc. for the construction of the improvements dated August 24, 2007, as amended with Change Orders 1 to 11 with a final estimated cost of \$267,376.30.

Exhibit A

Neighborhood H "Questa"

Tract 3553

The areas shown on the Neighborhood H map below are being transferred to MHCSD by this Offer of Dedication.

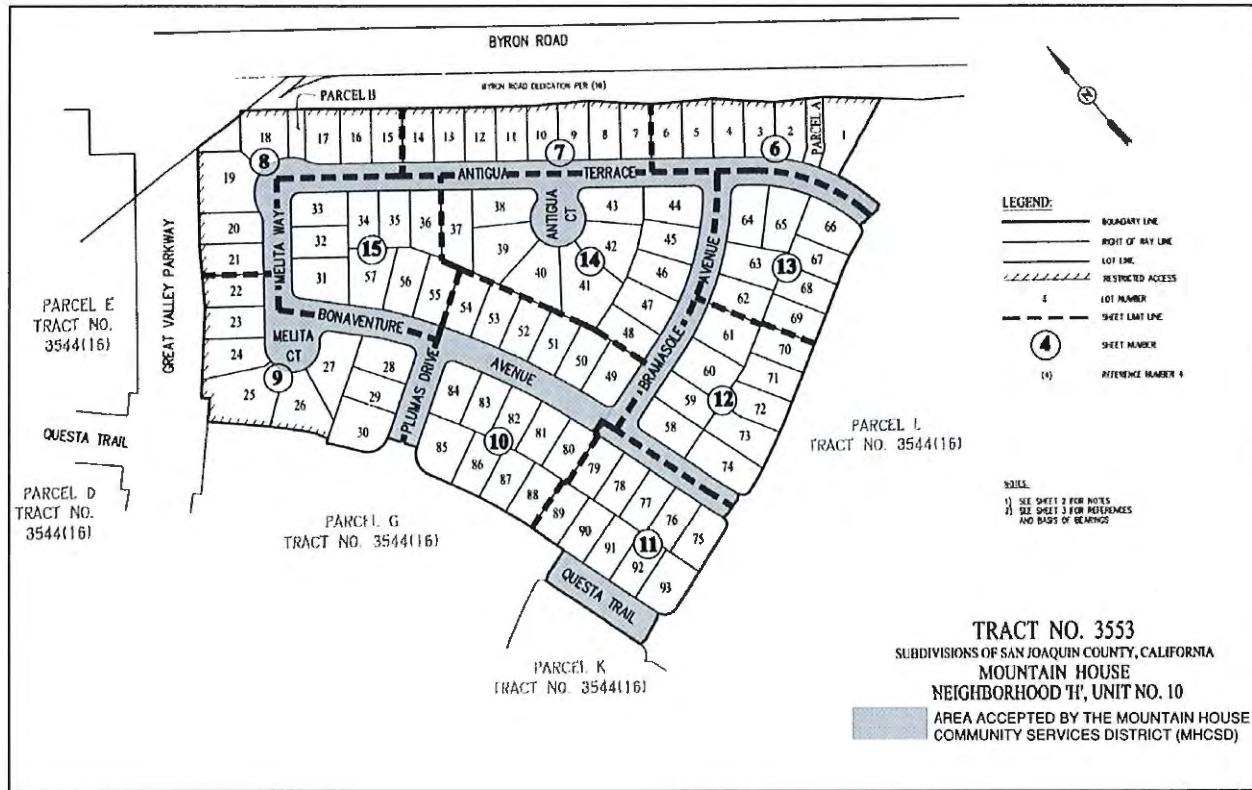


Exhibit B

DESCRIPTION OF DEFERRED WORK ITEMS

| <u>Deferred Work Item</u> | <u>Estimated Cost</u> |
|---|-----------------------|
| 1. Traffic circle retaining wall concrete Tract (3544) | \$4,450.00 |
| 2. Traffic circle retaining wall concrete Tract (3547) | \$4,450.00 |
| 3. Traffic circle retaining wall concrete Tract (3551) | \$4,450.00 |
| 4. Traffic circle retaining wall concrete Tract (3554) | \$4,450.00 |
| 5. Traffic circle retaining wall concrete Tract (3555) | \$4,450.00 |
| 6. Parcel A – Paseo landscaping from Miramonte Drive to Byron Road (sidewalk and bollard are installed) | \$44,330.00 |
| 7. Parcel B – Paseo landscaping from Andalusia Way to Byron Road (sidewalk and bollard are installed) | \$27,742.00 |
| 8. Questa Mini Park | \$125,720.00 |
| 9. Bus stop transit shelter | \$25,000.00 |
| 10. Red curb at fire hydrants and mailboxes | \$5,000.00 |
| 11. Portal stucco crack repair* | \$5,000.00 |
| 12. Portal concrete sidewalk repair | \$335,000.00 |
| Total | <u>\$590,042.00</u> |

*Repair of stucco cracks that are visible and/or have stucco that has crumbled or flaked out. Does not include hairline cracks from which pieces have not fallen out.



Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391
Tel (209) 831-2300 • Fax (209) 831-5610
www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated April 22, 2019 for Neighborhood H – In Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures, and Soundwalls (Final Map Tract No. 3553), made by Mountain House Developers, LLC, a Delaware Limited Liability Company (“Grantor”) in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District (“Grantee”), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 4/22/2019

By: Sarah Ragsdale
Sarah Ragsdale
Interim General Manager
Mountain House Community Services District

Exhibit L

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3554

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood H – In-Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures and Soundwalls)
(Final Map Tract No. 3554)
Neighborhood H

This offer of Dedication and Dedication Agreement (“Agreement”, dated April 22, 2019, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “H.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3554 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3554, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
- District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, but no later than December 31st, 2020, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

“MOUNTAIN HOUSE DEVELOPERS, LLC”

a Delaware limited liability company

By:

Name: Peter M. Bridges

Its: Sr. Vice President

By:

Name: C. Blaine Peterson

Its: President

“DISTRICT”

Mountain House Community Services District

By: Sarah Ragsdale

Name: Sarah Ragsdale

Its: Interim General Manager

APPROVED AS TO FORM:

By: J. D. Bakker

Name: John D. Bakker

Its: Interim District Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3554**

Improvements located within Tract 3554 consisting of:

- 1) Storm drain facilities and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3554 Improvement Plans dated April 14, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated August 8, 2006, as amended with Change Orders 1 through 14 with a final estimated cost of \$1,154,130.50.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3554 Improvement Plans dated April 14, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated April 2, 2007, as amended with Change Orders 1 to 3 with a final estimated cost of \$45,861.25.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3554 Joint Trench and Street Light Plans dated December 2005, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 7, 2006, as amended with Change Order 1 with a final estimated cost of \$242,767.80.
- 4) Landscaping and neighborhood entry portals as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' In-tract Landscape Plans dated December 21, 2007, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Sansei Gardens Inc. for the construction of the improvements dated August 24, 2007, as amended with Change Orders 1 to 11 with a final estimated cost of \$267,376.30.

Exhibit A

Neighborhood H "Questa"

Tract 3554

The areas shown on the Neighborhood H map below are being transferred to MHCSD by this Offer of Dedication.

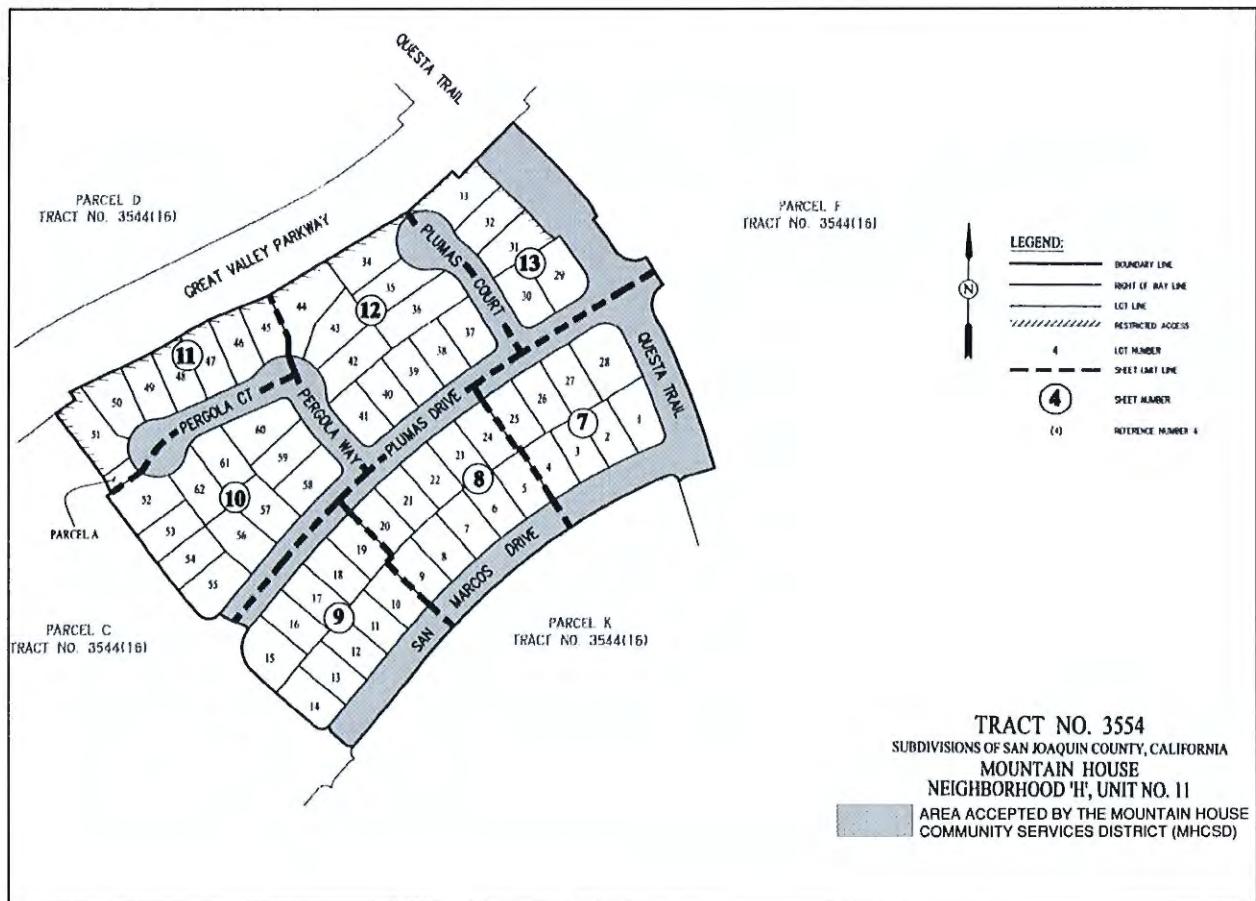


Exhibit B

DESCRIPTION OF DEFERRED WORK ITEMS

| <u>Deferred Work Item</u> | <u>Estimated Cost</u> |
|---|-----------------------|
| 1. Traffic circle retaining wall concrete Tract (3544) | \$4,450.00 |
| 2. Traffic circle retaining wall concrete Tract (3547) | \$4,450.00 |
| 3. Traffic circle retaining wall concrete Tract (3551) | \$4,450.00 |
| 4. Traffic circle retaining wall concrete Tract (3554) | \$4,450.00 |
| 5. Traffic circle retaining wall concrete Tract (3555) | \$4,450.00 |
| 6. Parcel A – Paseo landscaping from Miramonte Drive to Byron Road (sidewalk and bollard are installed) | \$44,330.00 |
| 7. Parcel B – Paseo landscaping from Andalusia Way to Byron Road (sidewalk and bollard are installed) | \$27,742.00 |
| 8. Questa Mini Park | \$125,720.00 |
| 9. Bus stop transit shelter | \$25,000.00 |
| 10. Red curb at fire hydrants and mailboxes | \$5,000.00 |
| 11. Portal stucco crack repair* | \$5,000.00 |
| 12. Portal concrete sidewalk repair | \$335,000.00 |
| Total | <u>\$590,042.00</u> |

*Repair of stucco cracks that are visible and/or have stucco that has crumbled or flaked out. Does not include hairline cracks from which pieces have not fallen out.



Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391
Tel (209) 831-2300 • Fax (209) 831-5610
www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated April 22, 2019 for Neighborhood H – In Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures, and Soundwalls (Final Map Tract No. 3554), made by Mountain House Developers, LLC, a Delaware Limited Liability Company (“Grantor”) in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District (“Grantee”), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 4/22/2019

By: Sarah Ragsdale
Sarah Ragsdale
Interim General Manager
Mountain House Community Services District

Exhibit M

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3555

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood H – In-Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures and Soundwalls)
(Final Map Tract No. 3555)
Neighborhood H

This offer of Dedication and Dedication Agreement (“Agreement”, dated April 22, 2019, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “H.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3555 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3555, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

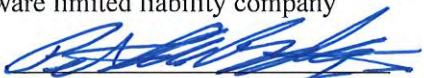
15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, but no later than December 31st, 2020, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

"MOUNTAIN HOUSE DEVELOPERS, LLC"

a Delaware limited liability company

By:



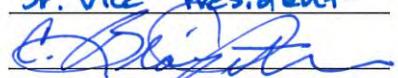
Name:

Peter M. Bridges

Its:

Sr. Vice President

By:



Name:

C. Blaine Peterson

Its:

President

"DISTRICT"

Mountain House Community Services District

By:



Name: Sarah Ragsdale

Its: Interim General Manager

APPROVED AS TO FORM:

By:



Name: John D. Bakker

Its: Interim District Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3555**

Improvements located within Tract 3555 consisting of:

- 1) Storm drain facilities and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3555 Improvement Plans dated May 2, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated August 8, 2006, as amended with Change Orders 1 through 14 with a final estimated cost of \$1,390,121.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3555 Improvement Plans dated May 2, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated April 2, 2007, as amended with Change Orders 1 to 3 with a final estimated cost of \$45,861.25.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3555 Joint Trench and Street Light Plans dated December 2005, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 7, 2006, as amended with Change Order 1 with a final estimated cost of \$304,720.10.
- 4) Landscaping and neighborhood entry portals as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' In-tract Landscape Plans dated December 21, 2007, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Sansei Gardens Inc. for the construction of the improvements dated August 24, 2007, as amended with Change Orders 1 to 11 with a final estimated cost of \$267,376.30.

Exhibit A

Neighborhood H "Questa"

Tract 3555

The areas shown on the Neighborhood H map below are being transferred to MHCSD by this Offer of Dedication.

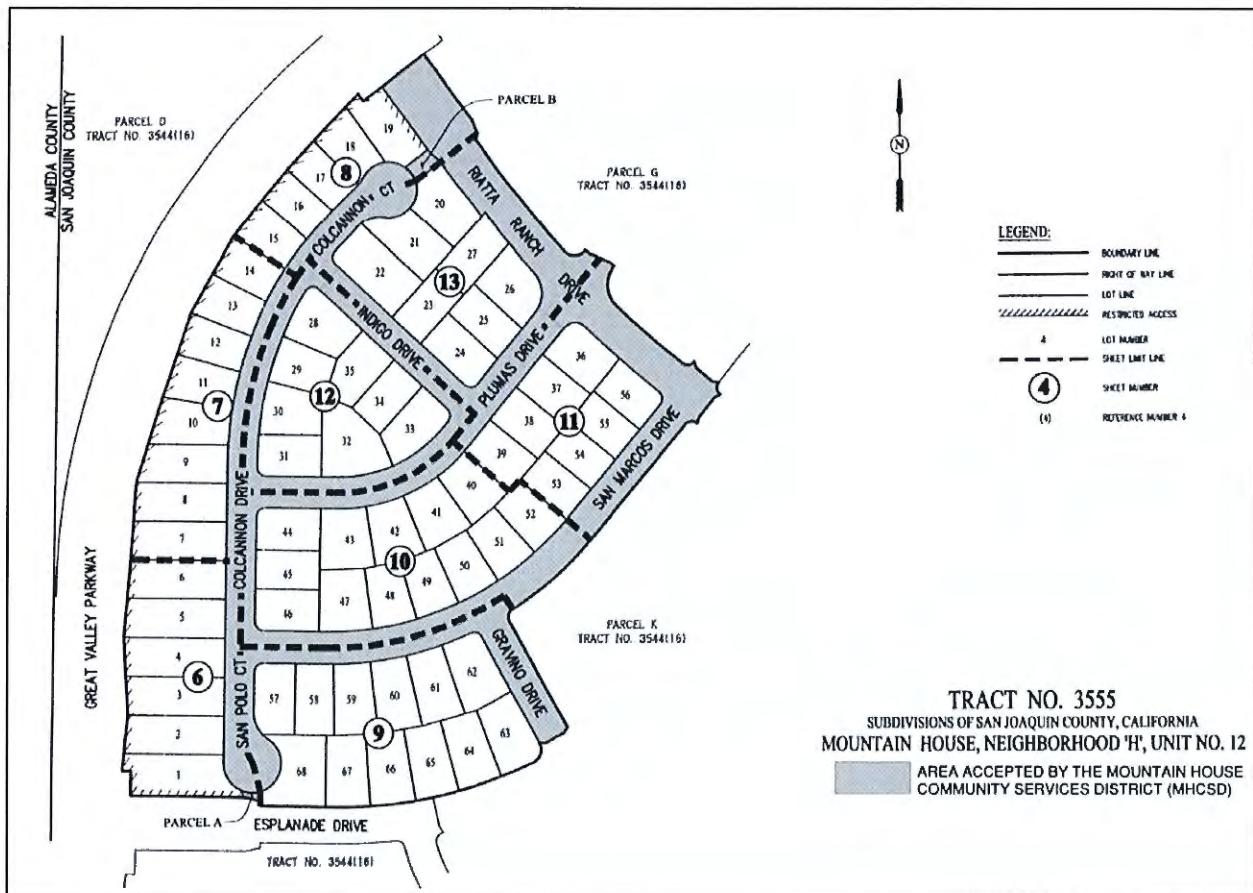


Exhibit B

DESCRIPTION OF DEFERRED WORK ITEMS

| <u>Deferred Work Item</u> | <u>Estimated Cost</u> |
|---|-----------------------|
| 1. Traffic circle retaining wall concrete Tract (3544) | \$4,450.00 |
| 2. Traffic circle retaining wall concrete Tract (3547) | \$4,450.00 |
| 3. Traffic circle retaining wall concrete Tract (3551) | \$4,450.00 |
| 4. Traffic circle retaining wall concrete Tract (3554) | \$4,450.00 |
| 5. Traffic circle retaining wall concrete Tract (3555) | \$4,450.00 |
| 6. Parcel A – Paseo landscaping from Miramonte Drive to Byron Road (sidewalk and bollard are installed) | \$44,330.00 |
| 7. Parcel B – Paseo landscaping from Andalusia Way to Byron Road (sidewalk and bollard are installed) | \$27,742.00 |
| 8. Questa Mini Park | \$125,720.00 |
| 9. Bus stop transit shelter | \$25,000.00 |
| 10. Red curb at fire hydrants and mailboxes | \$5,000.00 |
| 11. Portal stucco crack repair* | \$5,000.00 |
| 12. Portal concrete sidewalk repair | \$335,000.00 |
| Total | <u>\$590,042.00</u> |

*Repair of stucco cracks that are visible and/or have stucco that has crumbled or flaked out. Does not include hairline cracks from which pieces have not fallen out.



Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391
Tel (209) 831-2300 • Fax (209) 831-5610
www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated April 22, 2019 for Neighborhood H – In Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, Concrete, Portal Structures, and Soundwalls (Final Map Tract No. 3555), made by Mountain House Developers, LLC, a Delaware Limited Liability Company (“Grantor”) in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District (“Grantee”), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 4/22/2019

By: Sarah Ragsdale
Sarah Ragsdale
Interim General Manager
Mountain House Community Services District

Exhibit N

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3727

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood H – In-Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping, and Concrete)
(Final Map Tract No. 3727)
Neighborhood H

This offer of Dedication and Dedication Agreement (“Agreement”, dated April 22, 2019, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “H,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “H” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “H.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3727 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3727, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Incorporation of Recitals. The Recitals are hereby incorporated into this Agreement.
2. Offer of Dedication. MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. Conditions of Dedication. MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. Operation and Maintenance. District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. Indemnification. MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
- District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. Taxes. Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. Warranties. MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. Additional Documentation. MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

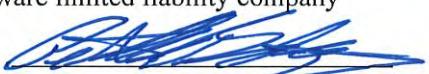
15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, but no later than December 31st, 2020, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

"MOUNTAIN HOUSE DEVELOPERS, LLC"

a Delaware limited liability company

By:



Name:

Peter M. Bridges

Its:

Sr. Vice President

By:



Name:

C. Blaine Peterson

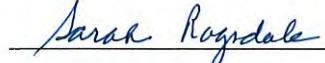
Its:

President

"DISTRICT"

Mountain House Community Services District

By:

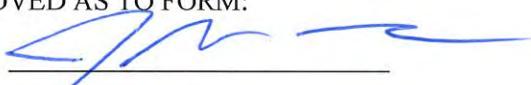


Name: Sarah Ragsdale

Its: Interim General Manager

APPROVED AS TO FORM:

By:



Name: John D. Bakker

Its: Interim District Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3727**

Improvements located within Tract 3727 consisting of:

- 1) Storm drain facilities and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3552 Improvement Plans dated July 20, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated August 8, 2006, as amended with Change Orders 1 through 14 with a final estimated cost of \$2,189,916.55.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3552 Improvement Plans dated July 20, 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated April 2, 2007, as amended with Change Orders 1 to 3 with a final estimated cost of \$45,861.25.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' Tract No. 3727 Joint Trench and Street Light Plans dated March 2006, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 7, 2006, as amended with Change Order 1 with a final estimated cost of \$493,184.25.
- 4) Landscaping and neighborhood entry portals as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'H' In-tract Landscape Plans dated December 21, 2007, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Sansei Gardens Inc. for the construction of the improvements dated August 24, 2007, as amended with Change Orders 1 to 11 with a final estimated cost of \$267,376.30.

Exhibit A

Neighborhood H "Questa"

Tract 3727

The areas shown on the Neighborhood H map below are being transferred to MHCSD by this Offer of Dedication.

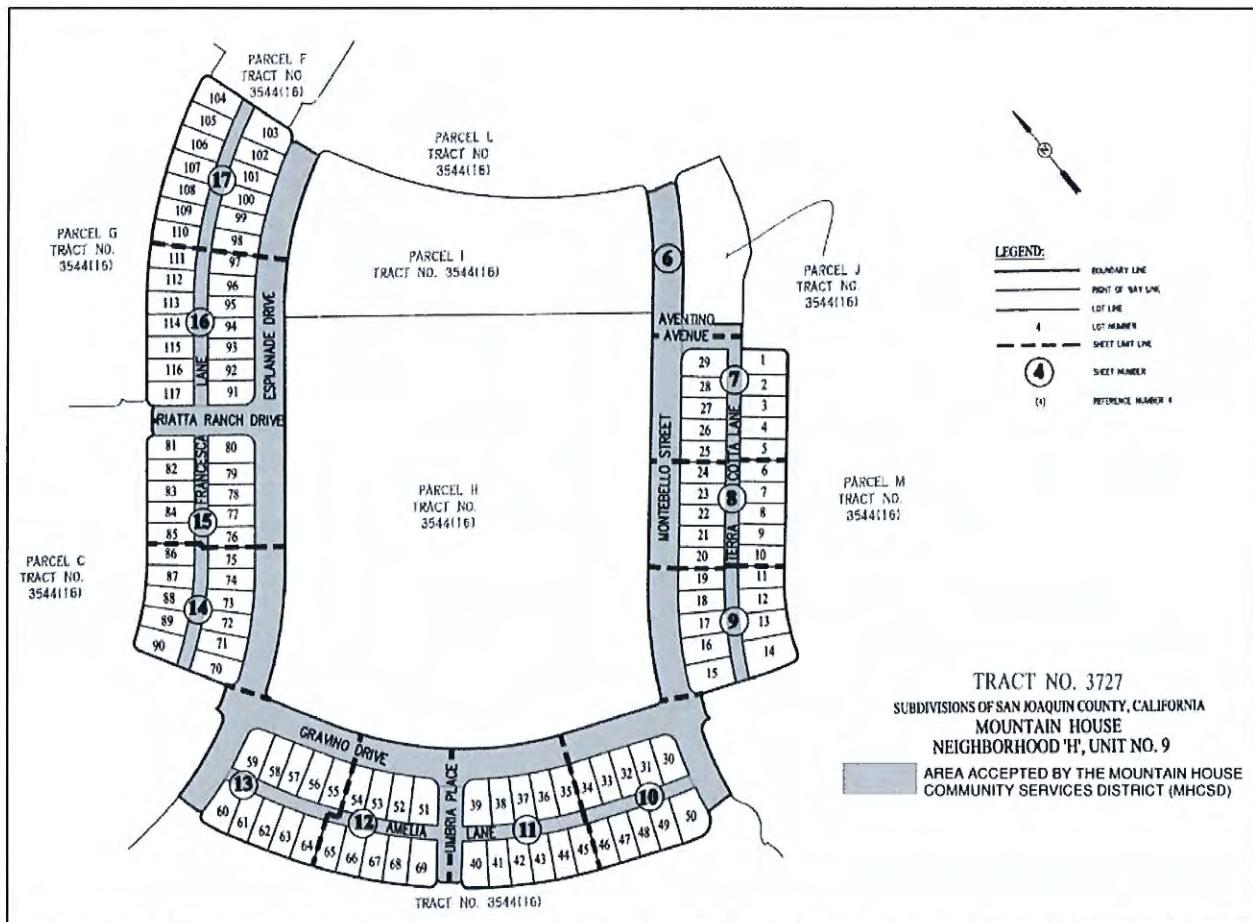


Exhibit B

DESCRIPTION OF DEFERRED WORK ITEMS

| <u>Deferred Work Item</u> | <u>Estimated Cost</u> |
|---|-----------------------|
| 1. Traffic circle retaining wall concrete Tract (3544) | \$4,450.00 |
| 2. Traffic circle retaining wall concrete Tract (3547) | \$4,450.00 |
| 3. Traffic circle retaining wall concrete Tract (3551) | \$4,450.00 |
| 4. Traffic circle retaining wall concrete Tract (3554) | \$4,450.00 |
| 5. Traffic circle retaining wall concrete Tract (3555) | \$4,450.00 |
| 6. Parcel A – Paseo landscaping from Miramonte Drive to Byron Road (sidewalk and bollard are installed) | \$44,330.00 |
| 7. Parcel B – Paseo landscaping from Andalusia Way to Byron Road (sidewalk and bollard are installed) | \$27,742.00 |
| 8. Questa Mini Park | \$125,720.00 |
| 9. Bus stop transit shelter | \$25,000.00 |
| 10. Red curb at fire hydrants and mailboxes | \$5,000.00 |
| 11. Portal stucco crack repair* | \$5,000.00 |
| 12. Portal concrete sidewalk repair | \$335,000.00 |
| Total | <u>\$590,042.00</u> |

*Repair of stucco cracks that are visible and/or have stucco that has crumbled or flaked out. Does not include hairline cracks from which pieces have not fallen out.



Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391

Tel (209) 831-2300 • Fax (209) 831-5610

www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated April 22, 2019 for Neighborhood H – In Tract Improvements – Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping, Landscaping and Concrete (Final Map Tract No. 3727) , made by Mountain House Developers, LLC, a Delaware Limited Liability Company (“Grantor”) in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District (“Grantee”), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 4/22/2019

By: Sarah Ragsdale
Sarah Ragsdale
Interim General Manager
Mountain House Community Services District

SETTLEMENT AGREEMENT AND RELEASE

(Road Surface Finish Work - Slurry Sealing and/or Thermoplastic Striping)
(All or portions of Final Map Tract Nos. 3649, 3848, 3849, 3850, 3851, 3852, 3853, 3854 and 3925
(collectively the “Covered Tracts”) as shown on Exhibit A, attached hereto and incorporated by this
reference, collectively the “Covered Streets”)

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter referred to as the
“Agreement”) is made and entered into as of 4/25/2022, (the “Effective Date”), by and
between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the
State of California (the “District”), on the one hand, and Mountain House Developers, LLC, a
Delaware limited liability company (“MHD”), on the other hand, as follows:

RECITALS

A. MHD and the District have entered into that certain Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000, detailing the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The MARA provides for the parties to enter into implementing agreements, each known as a Project Acquisition Agreement or a Project Reimbursement Agreement, governing MHD’s financing, design, construction and dedication of infrastructure facilities, and the District’s reimbursement of certain of MHD’s expenses related thereto.

C. The approved Tentative Subdivision Maps for the Covered Tracts contain a number of conditions of approval requiring, *inter alia*, the construction and dedication of certain streets, highways, roadway arterials, collectors, public ways, landscaping and associated and/or appurtenant public utility facilities (“Streets Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

D. The District issued Will Serve Letters for the Covered Tracts (the “Will Serve Letters”) that require, *inter alia*, the construction and dedication of those improvements identified in the Streets Conditions of Approval.

E. To satisfy the terms and conditions of the Streets Conditions of Approval and the Will Serve Letters and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) (the “PAA-2”) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3) (the “PRA-3”), MHD has constructed and has offered for dedication the Covered Streets.

F. MHD and the District have entered into one or more Offsite Improvement Agreements and/or Subdivision Improvement Agreements for each of the Covered Tracts, requiring the construction and dedication of the Covered Streets which are a part of, or appurtenant to, the subdivisions (“Subdivisions”) designated in the Covered Tracts, all in accordance with, and as required by, the plans and specifications for all or any of said Covered Streets in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc. (“Plans and Specifications”), and are on file in the office of the General Manager of the District.

G. The Offsite Improvement Agreements and Subdivision Improvement Agreements contain certain requirements that MHD apply slurry seal and/or thermoplastic striping to the Covered Streets

(collectively, the “Road Surface Finish Work”).

H. MHD and the District have entered into Offer of Dedication and Dedication Agreements for each of the Covered Tracts, whereby MHD has offered for dedication, and the District has accepted MHD’s offer of dedication, the Covered Streets, attached hereto as Exhibits C, D, E, F, G, H, I, J, K, L, M and N, respectively (each, an “Offer of Dedication Agreement” and, collectively, the “Offer of Dedication Agreements”).

I. In those Offer of Dedication Agreements the Road Surface Finish Work is listed as among the Deferred Items of Work or otherwise acknowledged as an outstanding obligation of MHD at the time of acceptance of the Covered Streets.

J. The District and MHD anticipate that certain of the Road Surface Finish Work, if completed now, would in the near future require replacement following subsurface utility and other work, and therefore both parties desire to defer completion of such Road Surface Finish Work and for the District’s completion of such work to be funded by MHD (such deferred Road Surface Finish Work is more particularly described in Exhibit B attached hereto (collectively, the “Deferred Items of Work”)).

K. Subject to and consistent with the terms of this Agreement, the District and MHD hereby desire to settle, compromise, and resolve, once and forever, each and every right, claim, and demand as hereinafter described which either party has or may have against the other relating to their respective claims pertaining to the performance of the Deferred Items of Work.

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Settlement of Deferred Items of Work. (a) In consideration of the foregoing recitals, the promises contained herein, the payment of the Settlement Amount (as defined below), and other good and valuable consideration, the parties hereto agree to enter into this Agreement for the full, final and complete settlement of the Deferred Items of Work. Notwithstanding anything to the contrary in the MARA, PAA-2, PRA-3, the Conditions of Approval, the Will Serve Letters, the Offsite Improvement Agreements, the Subdivision Improvement Agreements, and the Offer of Dedication Agreements, the District hereby agrees to accept the offers of dedication of the Road Surface Finish Work as is, where is, with all faults and limitations, in its present state and condition, with all defects, both patent and latent, and with all faults of the Road Surface Finish Work whether known or unknown, presently existing or that may hereafter arise, including that the Deferred Items of Work have not been completed, and hereby waives and releases any obligations on the part of MHD to perform, correct and/or cure the Road Surface Finish Work and the Deferred Items of Work in order for the Road Surface Finish Work and the Deferred Items of Work to be in compliance with the standards of the Plans and Specifications. The District acknowledges and agrees that the Road Surface Finish Work and Deferred Items of Work shall deemed to have been completed in accordance with the Plans and Specifications for purposes of the Conditions of Approval, the Will Serve Letters, the Offsite Improvement Agreements, the Subdivision Improvement Agreements, and the Offer of Dedication Agreements notwithstanding the incomplete state of the Road Surface Finish Work and the Deferred Items of Work.

(b) Within 30 business days after the execution and delivery by the District of this Agreement, MHD agrees to pay to the District the sum of Four Hundred and Ninety-Two Thousand Nine

Hundred and Eighty-Five Dollars and No/100 Dollars (\$492,985.00) (the “Settlement Amount”) by wire transfer in accordance with the instructions to be provided by the District upon the execution hereof.

(c) General Release by the District. Except for the obligations created by this Agreement, the District hereby releases, acquits, and discharges MHD and each of its officers, managers, members, employees, agents, attorneys, representatives and successors in interest (collectively, “MHD Released parties”) from any and all rights, actions, claims, demands, costs, contracts, allegations, liabilities, obligations, damages, and causes of action, whether known, suspected or unknown, whether in law or in equity, which the District had or now has or may claim to have had or to have by reason of any matter or thing from the beginning of time through and including the date of this Agreement in connection with the Road Surface Finish Work and the Deferred Items of Work (collectively, the “Claims”). The District covenants, agrees, represents and warrants on behalf of itself and its successors and assigns that it has not and will not institute any action or proceeding, causes of action, suit, cross claim, cross complaint, demand, known or unknown, in any state or federal court or other forum, against the MHD Released parties with respect to the Claims.

(d) General Release by MHD. Except for the obligations and assignment created by this Agreement, MHD hereby releases, acquits, and discharges the District and each of its officers, managers, members, employees, agents, attorneys, representatives and successors in interest from any and all rights, actions, claims, demands, costs, contracts, allegations, liabilities, obligations, damages, and causes of action, whether known, suspected or unknown, whether in law or in equity, which MHD had or now has or may claim to have had or to have by reason of any matter or thing from the beginning of time through and including the date of this Agreement in connection with the Road Surface Finish Work and the Deferred Items of Work.

(e) Waiver of California Civil Code Section 1542. Each of the District and MHD expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, if any, which are applicable to this Agreement, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Section 1542 of the Civil Code, provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and completed release and discharge on the terms set forth above, the District and MHD each expressly acknowledges that this Agreement is intended to and does include in its effect, without limitation, all claims of each party hereto regarding the Road Surface Finish Work and the Deferred Items of Work, including those which either party does not know or suspect to exist in its favor at the time of execution hereof, and that this Agreement contemplates and effects extinguishment of all claims of each in connection with the Road Surface Finish Work and the Deferred Items of Work.

Each of the District and MHD recognizes, acknowledges, and agrees that it has been advised as to the significance and legal effect of the waiver of its rights under Section 1542 of the Civil Code. Each of the District and MHD further acknowledges and agrees that it is aware that either party may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to any claims it may have regarding the Road Surface Finish Work and the Deferred Items of Work, but that nonetheless it is each party's intention to fully, finally and forever settle and

release all of its claims regarding the Road Surface Finish Work and the Deferred Items of Work, whether known, unknown, fixed, contingent, suspected, unsuspected, or otherwise.

SP
^{ds}

District Initials

PB
^{ds}

MHD Initials

2. Representations and Warranties. The parties represent and warrant to each other and agree with each other as follows:

(a) Each of the parties represents and warrants that in executing this Agreement it has relied solely upon its own judgment, belief and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent and duration of his or her rights and claims, and that it has not been influenced to any extent whatsoever in executing the same by any representations or statements covering any matters made by the other parties hereto or by any person representing the other parties.

(b) Each of the parties hereto further represents and warrants that it has carefully read this Agreement and knows its contents and that each Party signs the same freely and voluntarily.

(c) Each person executing this Agreement in a representative capacity represents and warrants that the Party is empowered to do so.

(d) Each of the parties represents and warrants that they have not heretofore assigned to any other person or entity any of the rights or claims, or any portion thereof, which any of them has or may have against any of the released parties, and that they are aware of no fact, circumstance or reason that would limit in any manner the releases that they provide by this Agreement

3. Costs of parties. Except as otherwise specifically provided herein, each party shall bear its own costs and attorneys' fees in connection with the negotiation and consummation of the settlement memorialized in this Agreement.

4. No Assignment or Transfer of Claims. Each of the District and MHD represents and acknowledges that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any claims released herein.

5. No Admission. It is understood and agreed by the parties hereto that: (i) the settlement contained herein is not to be construed as an admission of liability on the part of any party hereto or any of the other persons or entities hereby released; and (ii) each party hereto and all other persons or entities hereby released denies any responsibility or liability to any other person or entity.

6. No Reliance on Statements by Others. the District represents and acknowledges that in executing this Agreement it has not and does not rely upon any representations or statements made by MHD, except those representations and statements set forth in this Agreement. MHD represents and acknowledges that in executing this Agreement it has not and does not rely upon any representation or statement made by the District, except those representations and statements set forth in this Agreement.

7. Understanding of Agreement. The parties hereto represent and warrant that they have discussed this Agreement with their respective attorneys, that they have read carefully and fully understand all of the provisions of this Agreement, and that they are entering into this Agreement voluntarily and that each person executing this Agreement has the full power and authority to enter into this Agreement on that party's behalf.

8. Investigation. The parties hereto acknowledge that they and each of their counsel (if any) have had adequate opportunity to make whatever investigation or inquiry that may be necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof.

9. Advice of Counsel. The parties hereto acknowledge that they have each been represented by independent legal counsel of their own choice throughout all of the negotiations which preceded the execution of this Agreement and that they have each executed this Agreement with the consent and on the advice of such independent legal counsel. The parties hereto acknowledge that they and each of their counsel have had adequate opportunity to make whatever investigation or inquiry that may be necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof.

10. Attorneys' Fees. In the event any litigation is brought to enforce this Agreement, or as a consequence of its breach, or because any representation made herein was not true when made, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees incurred in that litigation.

11. Scope of Agreement. This Agreement shall be binding upon the parties and upon their representatives, successors, and assigns.

12. Governing Law. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of California.

13. Modification. This Agreement may not be amended, supplemented, or modified in any respect without further written agreement of all parties to this Agreement.

14. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein. The representations and warranties contained herein shall survive the execution, delivery, and consummation of this Agreement.

15. Severability. In the event that any portion, clause or provision of this Agreement is found or held by any court, governmental or administrative agency or other tribunal to be invalid, void or unenforceable in any respect, those portions, clauses or provisions shall be deemed severed herefrom, and the remaining portions, clauses or provisions of this Agreement shall remain in full force and effect.

16. Further Assurances. the District and MHD each agrees to execute, acknowledge, verify, deliver, furnish or cause to be furnished all documents and information necessary to the consummation of the releases provided hereby and to do or cause to be done all other acts and things at such times and in such forms or substance as are reasonably necessary to effectuate the terms of this Agreement.

17. Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall constitute one and the same instrument.

[Signatures Continue on the following Page]

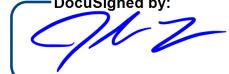
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

DISTRICT

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT

DocuSigned by:
By: 
Name: Steven J. Pinkerton
Title: General Manager

Approved as to form:

DocuSigned by:
By: 
John D. Bakker
Interim District Counsel

MHD

MOUNTAIN HOUSE DEVELOPERS, LLC, a Delaware limited liability company

By: Land Management Company, LLC,
a California limited liability company
Its: Sole Member

By: Resmark Equity Partners VI, LLC,
a Delaware limited liability company
Its: Authorized Agent

DocuSigned by:
By: 
Peter Bridges
Peter Bridges, Authorized Signatory

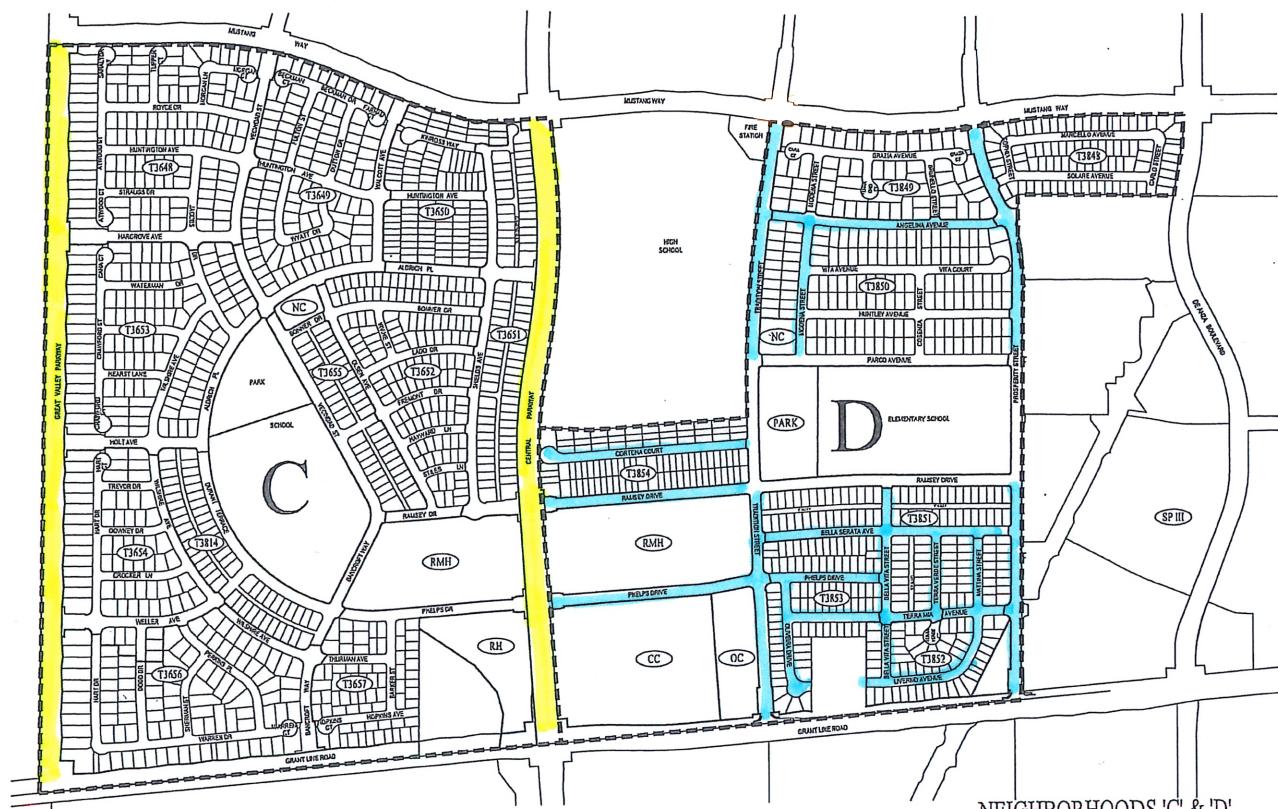
5079738.2

Exhibit A

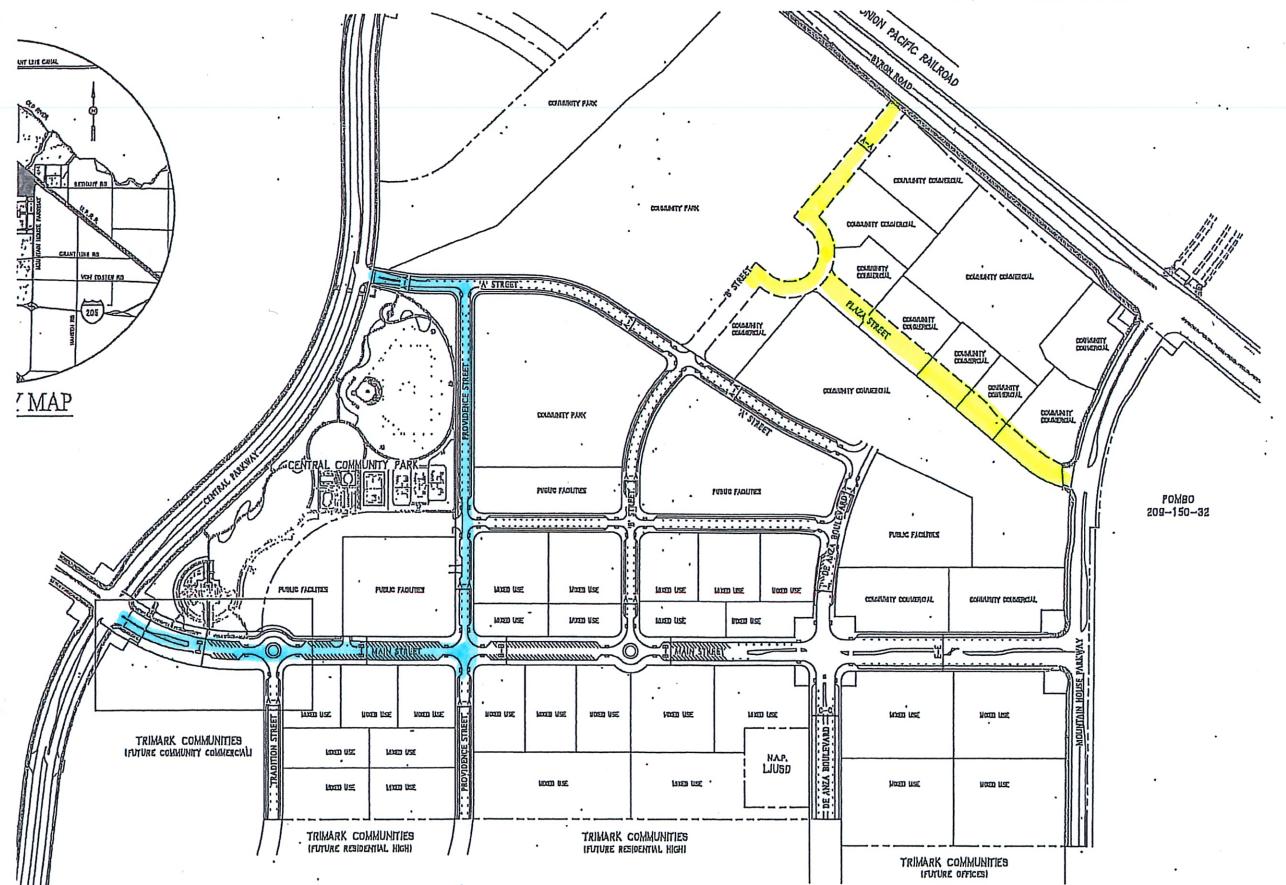
COVERED STREETS

The AC was repaired and paid by MHD
at the intersection of Mustang & Tradition

Exhibit A



NEIGHBORHOODS 'C' & 'D'
NEIGHBORHOOD MAP



Slurry and Thermo Obligations by Payment (no performance of work by MHD)
Thermo Performance Only - Payment to CSD for Slurry Obligations



Exhibit B

DEFERRED ITEMS OF WORK

EXHIBIT B

| Covered Streets | Deferred Work Items | Payment Amount to the CSD |
|---|---------------------|---------------------------|
| | | |
| | | |
| Nh D Interior - (Blue), Tract No. 3848, 3849, 3850, 3851, 3852, 3853 and 3854 | Thermo Perf. Only | \$229,833.32 |
| Great Valley Parkway (Yellow), Tract No. 3649 | No Performance | \$85,053.00 |
| Central Parkway (Yellow), Tract No. 3848 | No Performance | \$99,188.40 |
| Main Street-Providence-Giotto (Blue), Tract No. 3925 | Thermo Perf. Only | \$31,933.76 |
| Raphael & Grand (Yellow), Tract No. 3925 | No Performance | \$46,976.72 |
| | | |
| | | |
| | | |
| TOTAL | | \$492,985.20 |

Exhibit C

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3649 [GVP - 2018 ODD Only]

OFFER OF DEDICATION AND DEDICATION AGREEMENT

(Neighborhood C – Offsite Improvements – Water Facilities, Sanitary Sewer Facilities,
Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities,
Street Lights, Signage, Striping and Soundwalls and Landscaping)
(Great Valley Parkway Between Mustang Way & Grant Line Road,
a portion of Final Map Tract No. 3649)
Neighborhood C

This offer of Dedication and Dedication Agreement (“Agreement”), dated Sept. 11, 2018, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. Tentative Subdivision Map Mountain House Neighborhood “C,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter dated May 13, 2015 for Mountain House Neighborhood “C” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the Improvements described herein to serve Neighborhood “C.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3649 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3649, all in accordance with, and as required by, the plans and specifications dated December 2006, and subsequent amendments thereto, for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Surface Markers.** MHD has placed permanent subsurface markers to identify the area in and around the dieldrin encapsulated trench located under Great Valley Parkway, as provided in the Removal Action Workplan for DTSC Project No. 101854, approved by the California Department of Toxic Substances Control on October 11, 2007. MHD shall, as a condition of District's acceptance of this Agreement, place permanent surface markers to identify the area in and around the dieldrin encapsulated trench located under Great Valley Parkway. The markers shall contain a "Warning" label as well as information directing anyone attempting to disturb the surface or subsurface area to contact the District prior to any ground disturbance in the area.
5. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
6. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
- District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
7. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.

8. Warranties. MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith Denison Construction Company and MHD and David Smith Masonry Inc. and on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one-year warranty on all items of work from the date of acceptance of the Offer of Dedication.

9. Additional Documentation. MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

10. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

11. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

12. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

13. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

14. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

15. Slurry Seal and Thermoplastic Striping. The MHCSD has agreed to defer the installation of Slurry Seal and Thermoplastic Striping for the portion of Great Valley Parkway as shown on Exhibit A. MHD agrees to install Slurry Seal and Thermoplastic Striping on Great Valley Parkway between Mustang Way and Grant Line Road in accordance with MHCSD Standards and Specifications and to post bonds in the amounts as shown on Exhibit B. MHD agrees to install the Slurry Seal and Thermoplastic Striping by December 2019 or within 90 days written notice from the MHCSD (weather conditions permitting).

16. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

18. Spare Street Lights and Street Poles Sign Brackets and Extensions. All spare items as required by the Subdivision Improvement Agreement must be provided prior to the expiration of the warranty period as set forth in Section 8 of this Agreement or earlier if requested by District.

“MHD”

Mountain House Developers, LLC

a Delaware limited liability company

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

“DISTRICT”

Mountain House Community Services District

By: _____

Name: Edwin Pattison

Its: General Manager

APPROVED AS TO FORM:

By: Daniel J. Schroeder

Name: Daniel J. Schroeder

Its: General Counsel

18. Spare Street Lights and Street Poles Sign Brackets and Extensions. All spare items as required by the Subdivision Improvement Agreement must be provided prior to the expiration of the warranty period as set forth in Section 8 of this Agreement or earlier if requested by District.

“MHD”

Mountain House Developers, LLC

a Delaware limited liability company

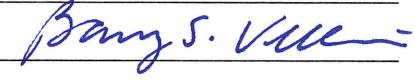
By:



Name: C. Blaine Peterson

President

Its:



Name: Barry S. Villines

Chief Financial Officer

Its:

“DISTRICT”

Mountain House Community Services District

By:

Name: Edwin Pattison

Its: General Manager

APPROVED AS TO FORM:

By:

Name: Daniel J. Schroeder

Its: General Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3649**

Improvements located within Great Valley Parkway between Mustang Way and Grant Line Road:

- 1) Sanitary sewer facilities, water facilities, storm drain facilities, joint trench facilities, asphalt roadway facilities, street light facilities, signage and striping as shown on the Mountain House Community Services District approved Mountain House Neighborhood C Offsite Improvement Plans dated September 21, 2007, and all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated November 19, 2013 with a final estimated cost of \$1,568,230.82 inclusive of change orders 1-9. The location of the Great Valley Parkway improvements is shown on Exhibit A.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'C' Soundwall Plans dated March 2008, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated January 7, 2013 with a final estimated cost of \$723,63.09. The location of the Great Valley Parkway improvements is shown on Exhibit A.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood C Offsite Arterials Utility Joint Trench Composite, Street Light & MHCSD Communications Plan dated June 6, 2017 all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated April 1, 2014 with a final estimated cost of \$353,351.00 inclusive of change orders 1-11. The location of the Great Valley Parkway improvements is shown on Exhibit A.
- 4) Landscaping shown on the Mountain House Community Services District approved Mountain House Neighborhood C Offsite Arterial Phase 2 Great Valley Parkway Landscape Plans dated January 11, 2017 all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Green Valley Landscape for the construction of the improvements dated October 18, 2017 with a final estimated cost of \$1,707,102.01. The location of the Great Valley Parkway improvements is shown on Exhibit A.

Exhibit "A"

Great Valley Parkway Improvement Dedication

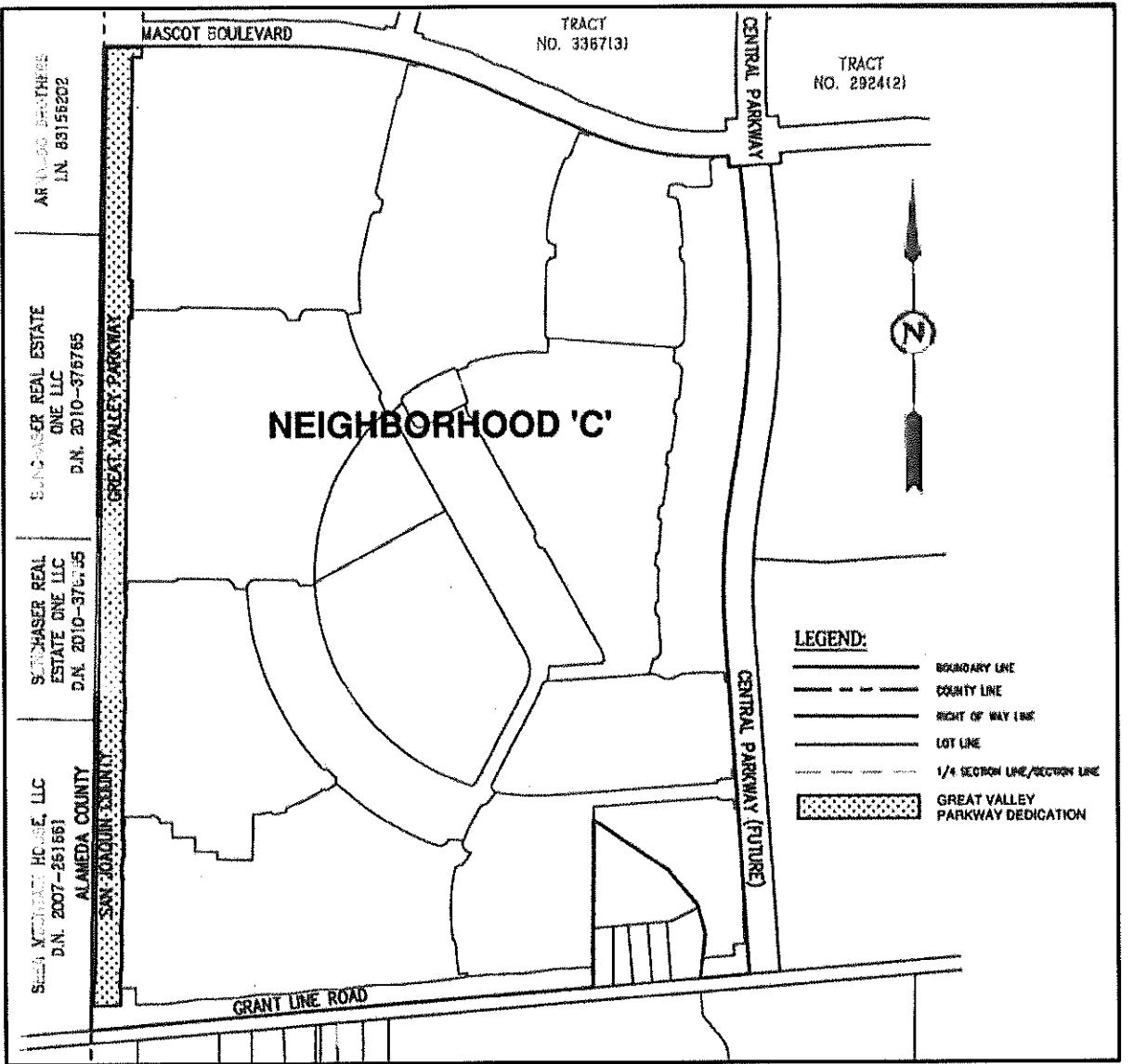


Exhibit BNeighborhood C – Great Valley ParkwayList of Deferred Items of Work

| Items | Description | Estimated Cost | Estimated Completion Date |
|----------|---|------------------|--|
| <u>1</u> | <u>Slurry Seal of Great Valley Parkway between Mustang Way and Grant Line Road</u> | <u>\$105,000</u> | <u>December 2019 or within 90-days of MHCSD Notice</u> |
| <u>2</u> | <u>Thermoplastic Striping on Great Valley Parkway between Mustang Way and Grant Line Road</u> | <u>\$50,000</u> | <u>December 2019 or within 90-days of MHCSD Notice</u> |
| <u>3</u> | <u>As-Built Drawing</u> | <u>NA</u> | |
| | <u>Total</u> | <u>\$155,000</u> | |



Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391

Tel (209) 831-2300 • Fax (209) 831-5610

www.mountainhousecsd.org

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real and personal property conveyed by the Offer of Dedication and Dedication Agreement dated September 11, 2018 for **Offsite Improvement on Great Valley Parkway between Mustang Way and Grant Line Road**, made by Mountain House Developers LLC, a Delaware limited liability company ("Grantor") in favor of MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a Community Services District ("Grantee"), is hereby accepted by the undersigned officer or agent on behalf of the District Board of Directors, pursuant to the authority conferred by Ordinance 03-4202 of the Mountain House Community Services District adopted on November 25, 2003, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: 9.11.18

By: _____

Edwin R. Pattison
General Manager
Mountain House Community Services District

Exhibit D

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3848 [CENTRAL PARKWAY]

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood D – In-Tract Improvements – Water Facilities, Sanitary Sewer Facilities, Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping and Soundwalls)

(Final Map Tract No. 3848)

Neighborhood D

This offer of Dedication and Dedication Agreement (“Agreement”), dated MAY 1, 2018, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and MOUNTAIN House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. Tentative Subdivision Map Mountain House Neighborhood “D,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter dated February 7, 2007 for Mountain House Neighborhood “D” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “D.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3848 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3848, all in accordance with, and as required by, the plans and specifications dated December 2006, and subsequent amendments thereto, for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith Denison Construction Company and MHD and David Smith Masonry Inc. and on file with the District and incorporated herein by reference, including that the Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements.

MHD shall provide a one-year warranty on all items of work from the date of acceptance of the Offer of Dedication.

7. Additional Documentation. MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

8. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

9. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

10. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

11. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

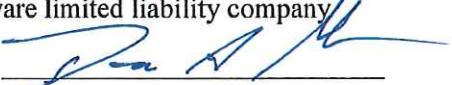
12. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

Signatures Continue on the following Page

“MHD”

Mountain House Developers, LLC

a Delaware limited liability company
By: 

Name: Donald S. Grant
Executive Vice President

Its: _____

By: 

Name: Brenda L. Zalke
Chief Accounting Officer

Its: _____

“DISTRICT”

Mountain House Community Services District

By: 

Name: Edwin Pattison

Its: General Manager

APPROVED AS TO FORM:

By: 

Name: Daniel J. Schroeder

Its: General Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3848**

Improvements located within Tract 3848 consisting of:

- 1) Sanitary sewer facilities, water facilities, storm drain facilities, joint trench facilities, asphalt roadway facilities, street light facilities, signage, and striping as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3848 Improvement Plans dated January 20, 2016, and Backbone Improvement Plans dated December 2, 2015 and all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated March 4, 2016 with a final estimated cost of \$5,908,769.55 inclusive of change orders 1-16. The location of tract 3848 improvements is shown on Exhibit A.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' West Soundwall Plans dated February 23, 2017, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated March 14, 2017 with a final estimated cost of \$1,557,768.98. The location of tract 3848 improvements is shown on Exhibit A.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3848 Joint Trench and Street Light Plans dated March 2016, and Backbone Joint Trench and Street Light Plans dated September 2016 all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 21, 2016 with a final estimated cost of \$2,654,967.50. The location of tract 3848 improvements is shown on Exhibit A.

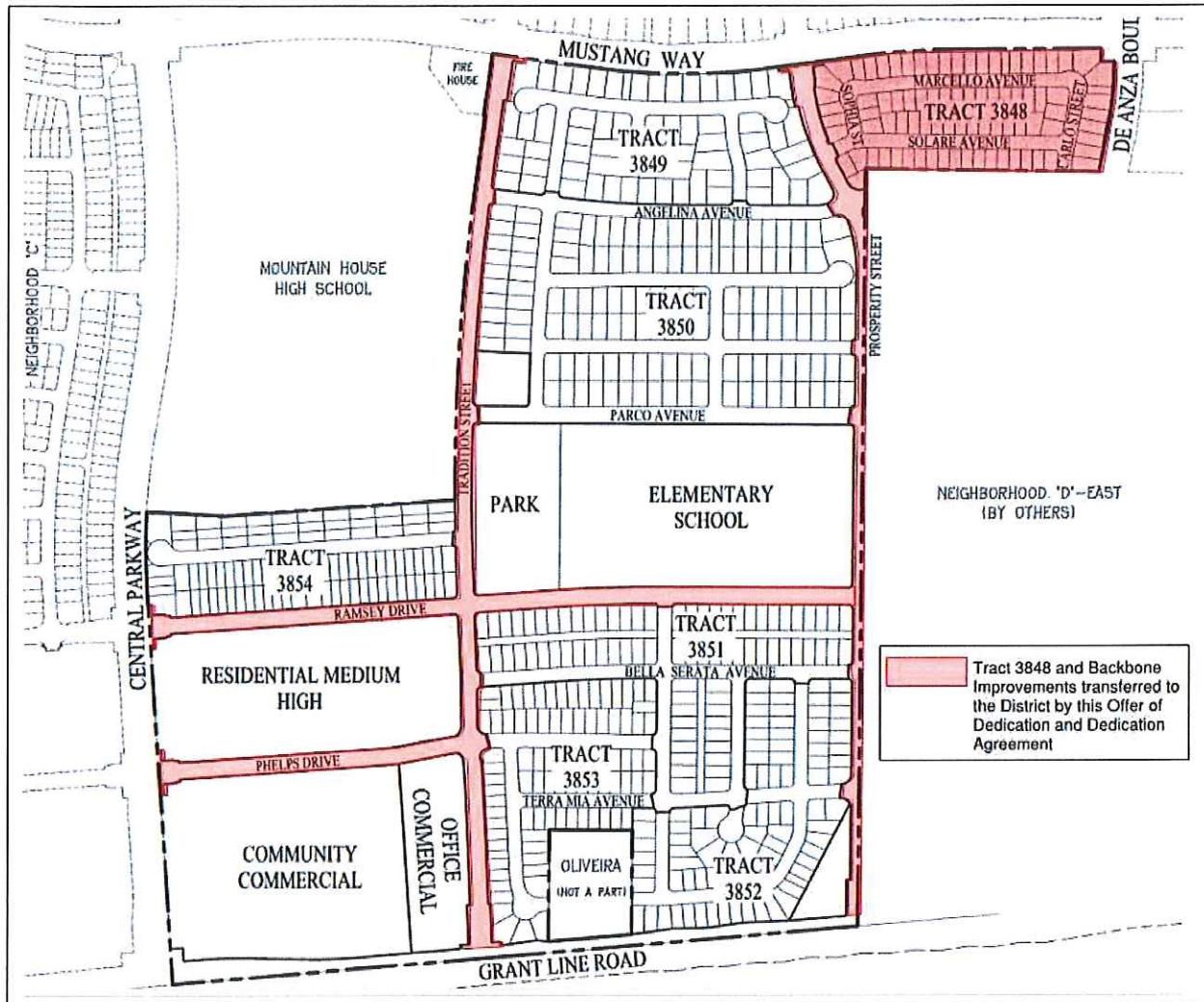
[**PLEASE NOTE: THIS IS A PARTIAL ACCEPTANCE; CONCRETE, LANDSCAPING, NEIGHBORHOOD ENTRY PORTALS (AND ADJACENT CMU BLOCK SOUNDWALLS AND PILASTERS), TRAFFIC SIGNALS, SPARE STREET LIGHTS, SPARE STREET SIGN POLES, SLURRY SEAL, THERMO PLASTIC STRIPING AND SCHOOL RELATED SIGNAGE AND STRIPING AND OTHER ITEMS IDENTIFIED ON THE HARRIS AND ASSOCIATES ACCEPTANCE OF WORK RECOMMENDATION LETTERS AND CHECKLISTS DATED APRIL 30, 2018 ARE NOT INCLUDED IN THIS OFFER OF DEDICATION AND DEDICATION AGREEMENT AND WILL BE DEDICATED AT THE TIME OF COMPLETION AND THROUGH A SEPARATE OFFER OF DEDICATION AND DEDICATION AGREEMENT.]**

Exhibit "A"

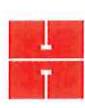
Neighborhood D "Cordes"

Tract 3848 Partial Acceptance Exhibit

The areas shown in red on the Neighborhood D map below are being transferred to the MHCSD by this Offer of Dedication.



See Description of Assets Transferred for items not accepted by the MHCSD at this time.



Harris & Associates_{sh}

April 30, 2018

Mr. Nader Shareghi, PE
Public Works Director
Mountain House Community Services District
230 South Sterling Drive, Suite 100
Mountain House, CA 95391

Re: Neighborhood D, Backbone (Prosperity St., Tradition St., Ramsey Dr., Phelps Dr.) – Acceptance of Work Recommendation with Exceptions

Dear Mr. Shareghi,

Harris & Associates has performed the final inspection of the civil improvements in Neighborhood D, Backbone. The improvements are complete with the exception of the items listed below. All other punch list item work is complete and appear to be in compliance with the Mountain House Community Service District (MHCSD) Standards and the approved plans. See attached spreadsheet for a complete summary.

Please note, the following exceptions shall not be a part of this acceptance recommendation. This work has been deferred and will be completed by Mountain House Developers (MHD), LLC at a later date:

- Slurry Seal of Backbone.
- Inspection / repairs of all concrete flatwork, landscaping and irrigation. This work is deferred until the home building activity is finished.
- Placement of final thermo-plastic striping.
- Provide spare street lights & spare street sign posts as per the Subdivision Improvement Agreement.
- Programming of Street Lights
- Installation of Traffic Control for School Areas, including Rectangular Rapid Flash Beacons.
- Installation of NO DUMPING Button Labels
- AS-BUILT drawings for civil improvements, joint trenching, landscaping and other plans as determined by the MHCSD.
- MHD to secure an easement or Right of Way Dedication from LUSD in favor of the MHCSD for 1) a northbound turn-pocket lane on Central Parkway into the Central Parkway entrance of the high school.
2) an eastbound turn-pocket lane on Mustang Way into the Mustang Way entrance of the high school
3) the sidewalk on the east side of the Fire Station, at the southern property line in the southeast corner of the Fire Station property.

Therefore, I recommend that Backbone be considered for partial acceptance by Mountain House Community Services District.

We at Harris & Associates appreciate the opportunity of serving you and look forward to many more successful completions within the Mountain House Development.



**Re: Neighborhood D, Backbone (Prosperity St., Tradition St., Ramsey Dr., Phelps Dr.) – Acceptance of Work
Recommendation with Exceptions**

Sincerely,
HARRIS & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Roman Michael Duarte".

Roman Michael Duarte, PE
Resident Engineer

cc: Dave Sargent, Development Manager, MHD
Lisa Mikelonis, PE, LJ Consultants
Vince Graziano, Project Manager, Teichert Construction

| MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST | | | | |
|--|-----|----|-----|--|
| Prepared By: HARRIS & ASSOCIATES | | | | |
| NEIGHBORHOOD: Cordes Village (D) | | | | |
| TRACT/ PROJECT: Backbone | | | | |
| Date: April 26, 2018 | | | | |
| DESCRIPTION | YES | NO | N/A | COMMENTS |
| CIVIL IMPROVEMENTS | | | | |
| Concrete Flatwork | | | | All Remove / Replace concrete flatwork is DEFERRED until all home building activities have been completed. |
| Sidewalks installed / Removed - Replaced | X | | | |
| Curb & Gutters installed / Removed - Replaced | X | | | |
| Driveways installed / Removed - Replaced | X | | | |
| Paseo sidewalks installed / Removed - Replaced | | | X | |
| WELCOME CENTER | | X | | Deferred - Need to close driveway & install C/G & SW |
| Asphalt Concrete Pavement (Type PG 64-10) | | | | |
| Slurry Sealed | | X | | Deferred |
| Top Lift (1/2" - 1.5") | X | | | |
| Bottom Lift (3/4" - 2.5") | X | | | |
| Base Material (compaction / proof rolled) | X | | | |
| Pipeline Misc. (Sewer, Storm Drain, Water) | | | | |
| Manholes located / raised / grouted | X | | | |
| Drainage Inlets installed / grouted | X | | | |
| Valves (Water, AR, BO, & TBO) installed | X | | | |
| Field Inlets installed / grouted | X | | | |
| Cathodic Protection installed / operating | X | | | |
| Fire Hydrants installed | X | | | |
| Catch Basin SW Filters Installed | X | | | |
| "NO DUMPING" Button Labels Installed | | X | | Deferred |
| Pipe Testing: | | | | |
| Sanitary Sewer - Air Pressure Test & Video | X | | | |
| Storm Drain - Air Pressure Test & Video | X | | | |
| Water - 120 psi Hydrostatic Test & Back T Test | X | | | |
| ELECTRICAL IMPROVEMENTS | | | | |
| Street Lights | | | | |
| Signal Lights | | | X | |
| Pole & Lamps installed | X | | | |
| Dedicated street light electrical Boxes installed | X | | | |
| Wiring complete | X | | | |
| Street light Inline fuses installed per specification | X | | | |
| Concrete House Keeping Pad / Grout | X | | | |
| Identification number labels on poles | X | | | |
| Programmed / Energized | X | X | | Deferred - Lights need to be programmed & certified |
| TRAFFIC IMPROVEMENTS | | | | |
| Signs & Striping | | | | |
| Traffic Delineation Stripes | X | | | |
| Temporary Striping | X | | | |
| Thermo-Plastic Striping | | X | | Deferred |
| Traffic Signs installed | X | | | |
| Street Name signs installed | X | | | |
| Poles / Brackets | X | | | |
| Fire Hydrant markers installed | X | | | |
| Island Markers installed | X | | | |
| High Visibility Cross Walks installed | X | | | |
| Traffic Control for School Areas (includes RRFBs) | | X | | Deferred |
| LANDSCAPE IMPROVEMENTS | | | | |
| Refer to Landscape Inspection Spreadsheet | | X | | Deferred |
| Sound walls | | | | |
| Construction of Footings | X | | | |
| Placement of Rebar | X | | | |
| Placement of Blocks | X | | | |
| Installation of Post Tension Rods & Torqued | X | | | |
| Construction of Pilasters | X | | | |
| Placement of Grout & Caps | X | | | |
| Entry Portals | | | X | Deferred - To be Installed with Landscape Plans |
| Construction of footings/foundation | | | | |
| Placement of rebar | | | | |
| Construction of stem walls | | | | |
| Construction of Portal Structure | | | | |
| Construction of Entry Plaza | | | | |
| MISCELLANEOUS | | | | |
| Survey Monuments Installed | X | | | |
| Delivery of extra poles & lights per Subdivision Agreement | | X | | Poles are to be arriving within the next 4 weeks |
| ADMINISTRATION | | | | |
| Submittal of AS-BUILT Plans | | X | | Civil, Joint Trench, Landscape, Cathodic and other. |
| Development Improvements (MHCSD per Anthony D.) | | X | | |
| Letter Requesting Acceptance from Developers | X | | | |
| Letter of Acceptance to MHCSD from Harris | X | | | |



April 30, 2018

Mr. Nader Shareghi, PE
Public Works Director
Mountain House Community Services District
230 South Sterling Drive, Suite 100
Mountain House, CA 95391

Re: Neighborhood D, Tract 3848 – Acceptance of Work Recommendation with Exceptions

Dear Mr. Shareghi,

Harris & Associates has performed the final inspection of the civil improvements in Neighborhood D, Tract 3848. The improvements are complete with the exception of the items listed below. All other punch list item work is complete and appear to be in compliance with the Mountain House Community Service District (MHCSD) Standards and the approved plans. See attached spreadsheet for a complete summary.

Please note, the following exceptions shall not be a part of this acceptance recommendation. This work has been deferred and will be completed by Mountain House Developers (MHD), LLC at a later date:

- Slurry Seal of Tract 3848.
- Inspection / repairs of all concrete flatwork, landscaping and irrigation. This work is deferred because of the high home building activity currently in progress.
- Placement of final thermo-plastic striping.
- Installation of NO DUMPING Button Labels
- Programming of Street Lights
- Provide spare street lights & spare street sign posts as per the Subdivision Improvement Agreement.
- AS-BUILT drawings for civil improvements, joint trenching, landscaping and other plans as determined by the MHCSD.

Therefore, I recommend that Tract 3848 be considered for partial acceptance by Mountain House Community Services District.

We at Harris & Associates appreciate the opportunity of serving you and look forward to many more successful completions within the Mountain House Development.

Sincerely,

A handwritten signature in blue ink that reads "Roman Michael Duarte".

HARRIS & ASSOCIATES, INC.

Roman Michael Duarte, PE

Resident Engineer

cc: Dave Sargent, Development Manager-MHD, Lisa Mikelonis, PM-LJ Consultants, Vince Graziano, PM-Teichert Construction

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST

Prepared By: HARRIS & ASSOCIATES

NEIGHBORHOOD: Cordes (D)

TRACT/ PROJECT: 3848

Date: April 26, 2018

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|--|
| CIVIL IMPROVEMENTS | | | | |
| Concrete Flatwork | | | | All Remove / Replace concrete flatwork is DEFERRED until all home building activities have been completed. |
| Sidewalks installed / Removed - Replaced | X | | | |
| Curb & Gutters installed / Removed - Replaced | X | | | |
| Driveways installed / Removed - Replaced | X | | | |
| Paseo sidewalks installed / Removed - Replaced | | | X | To be Installed per the Landscape Plans |
| Asphalt Concrete Pavement (Type PG 64-10) | | | | |
| Slurry Sealed | | X | | Deferred |
| Top Lift (1/2" - 1.5") | X | | | |
| Bottom Lift (3/4" - 2.5") | X | | | |
| Base Material (compaction / proof rolled) | X | | | |
| Pipeline Misc. (Sewer, Storm Drain, Water) | | | | |
| Manholes located / raised / grouted | X | | | |
| Drainage Inlets installed / grouted | X | | | |
| Valves (Water, AR, BO, & TBO) Installed | X | | | |
| Field Inlets installed / grouted | X | | | |
| Cathodic Protection Installed / operating | X | | | |
| Fire Hydrants installed | X | | | |
| Catch Basin SW Filters Installed | X | | | |
| "NO DUMPING" Button Labels Installed | | X | | Deferred |
| Pipe Testing: | | | | |
| Sanitary Sewer - Air Pressure Test & Video | X | | | |
| Storm Drain - Air Pressure Test & Video | X | | | |
| Water - 120 psi Hydrostatic Test & Bact T Test | X | | | |
| ELECTRICAL IMPROVEMENTS | | | | |
| Street Lights | | | | |
| Signal Lights | | | X | |
| Pole & Lamps installed | X | | | |
| Electrical Boxes installed | X | | | |
| Wiring complete | X | | | |
| Concrete House Keeping Pad / Grout | X | | | |
| Identification number labels on poles | X | | | |
| Programmed & Energized | X | X | | Programming needs to be performed |
| TRAFFIC IMPROVEMENTS | | | | |
| Signs & Striping | | | | |
| Traffic Delineation Stripes | X | | | |
| Temporary Striping | X | | | |
| Thermo-Plastic Striping | | X | | Deferred |
| Traffic Signs installed | X | | | |
| Street Name signs installed | X | | | |
| Poles / Brackets | X | | | |
| Fire Hydrant Markers installed | X | | | |
| Island Markers Installed | | | X | |
| LANDSCAPE IMPROVEMENTS | | | | |
| Refer to Landscape Inspection Spreadsheet | | | X | |
| Soundwalls | | | | |
| Construction of Footings | X | | | |
| Placement of Rebar | X | | | |
| Placement of Blocks | X | | | |
| Installation of Post Tension Rods & Torqued | X | | | |
| Construction of Pilasters | X | | | |
| Placement of Grout & Caps | X | | | |
| Entry Portals | | | | Prosperity - East Side |
| Construction of footings/foundation | | | X | To be Installed with the Landscape Plans |
| Placement of rebar | | | X | |
| Construction of stem walls | | | X | |
| Construction of Portal Structure | | | X | |
| Construction of Entry Plaza | | | X | |
| MISCELLANEOUS | | | | |
| Survey Monuments Installed | X | | | |
| Delivery of extra poles & lights per Subdivision Agreement | | X | | Should be arriving within the next 4 weeks |
| ADMINISTRATION | | | | |
| Submittal of AS-BUILT Plans | | X | | Civil, Joint Trench, Landscape, Cathodic Protection and other. |
| Development Improvements (MHCSD per Anthony D.) | | X | | |
| Letter Requesting Acceptance from Developers | X | | | |
| Letter of Acceptance to MHCSD from Harris | X | | | |

Exhibit E

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3850

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood D – In-Tract Improvements – Water Facilities, Sanitary Sewer Facilities, Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping and Soundwalls)
(Final Map Tract No. 3850)
Neighborhood D

This offer of Dedication and Dedication Agreement (“Agreement”, dated October 22, 2018, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “D,” Unit 3 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “D” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “D.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3850 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3850, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Incorporation of Recitals. The Recitals are hereby incorporated into this Agreement.

2. Offer of Dedication. MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").

3. Conditions of Dedication. MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.

4. Operation and Maintenance. District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.

5. Indemnification. MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.

District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.

6. Taxes. Real property taxes and assessments shall be prorated as of the date of acceptance by the District.

7. Warranties. MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD or its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.

7. Additional Documentation. MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

8. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

9. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

10. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

11. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

12. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. Deferred Work Items. The District has agreed to defer the installation of certain improvements as set forth in Exhibit B. MHD agrees to construct these improvements in accordance with the District Standards and Specifications and to post bonds sufficient to cover the estimated cost of the deferred improvements. MHD agrees complete installation or construction of the improvements within 90 days written notice from the District (weather conditions permitting).

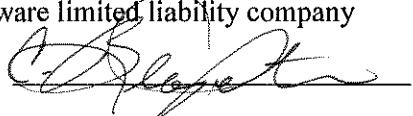
14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

Signatures Continue on the following Page

"MOUNTAIN HOUSE DEVELOPERS, LLC"

a Delaware limited liability company

By:

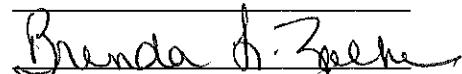


Name: C. Blaine Peterson

President

Its:

By:



Name: Brenda L. Zalke

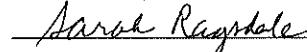
Chief Accounting Officer

Its:

"DISTRICT"

Mountain House Community Services District

By:



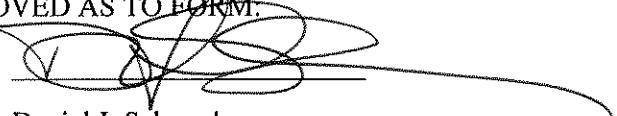
Name: Sarah Ragsdale

Interim

Its: ^A General Manager

APPROVED AS TO FORM:

By:



Name: Daniel J. Schroeder

Its: General Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3850**

Improvements located within Tract 3850 consisting of:

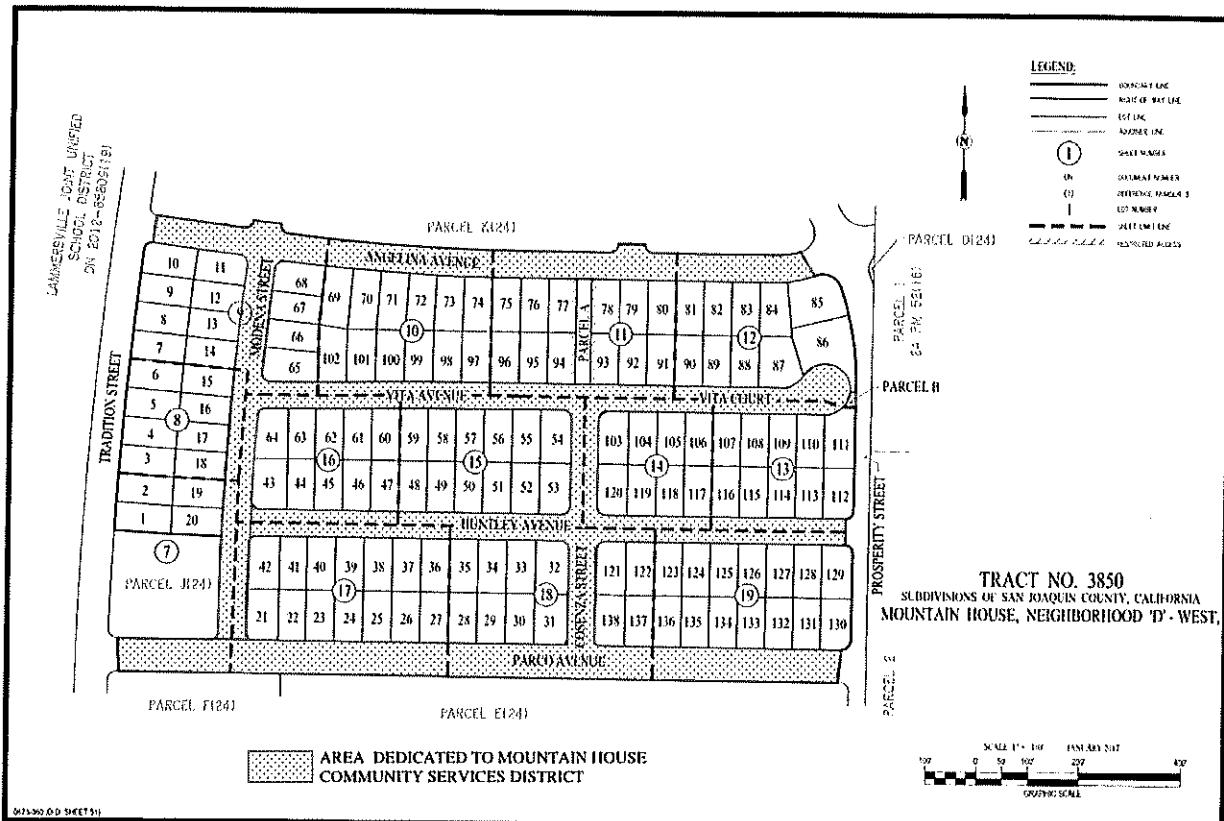
- 1) Sanitary sewer facilities and water facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3850 Improvement Plans dated January 25, 2016, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated March 4, 2016 with a final estimated cost of \$2,251,001 inclusive of change orders 1-16. The location of tract 3850 improvements is shown on Exhibit A.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' West Soundwall Plans dated February 23, 2017, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated March 14, 2017 with a final estimated cost of \$28,062. The location of tract 3850 improvements is shown on Exhibit A.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3850 Joint Trench and Street Light Plans dated April 2016 all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 21, 2016 with a final estimated cost of \$445,459. The location of tract 3850 improvements is shown on Exhibit A.

[PLEASE NOTE: THIS IS A PARTIAL ACCEPTANCE; CONCRETE, LANDSCAPING, NEIGHBORHOOD ENTRY PORTALS (AND ADJACENT CMU BLOCK SOUNDWALLS AND PILASTERS), TRAFFIC SIGNALS, SPARE STREET LIGHTS, SPARE STREET SIGN POLES, SLURRY SEAL, THERMO PLASTIC STRIPING AND SCHOOL RELATED SIGNAGE AND STRIPING ARE NOT INCLUDED IN THIS OFFER OF DEDICATION AND DEDICATION AGREEMENT AND WILL BE DEDICATED AT THE TIME OF COMPLETION AND THROUGH A SEPARATE OFFER OF DEDICATION AND DEDICATION AGREEMENT.]

Exhibit A

Neighborhood D "Cordes"
 Tract 3850 Partial Acceptance

The areas shown in red on the Neighborhood D map below are being transferred to the MHCSD by this Offer of Dedication.



See Description of Assets Transferred for items not accepted by the MHCSD at this time.

Exhibit B
Neighborhood D – Track 3850
List of Deferred Items of Work

| Items | Description | Estimated Cost | Estimated Completion Date |
|-------|--|----------------|---------------------------|
| 1 | Slurry Seal of Track 3850 | \$72,065 | Q4 2019 |
| 2 | Final Thermoplastic Striping of Track 3850 | \$12,910 | Q4 2019 |
| 3 | Repair of all concrete flatwork | \$69,000 | Q4 2019 |
| 4 | Landscaping (Parcel A) | \$58,916 | Q4 2019 |
| 5 | As-Built Drawing | NA | Q4 2019 |
| | Total | \$212,891.00 | |



Harris & AssociatesSM

September 13, 2018

Mr. Nader Shareghi, PE
Public Works Director
Mountain House Community Services District
230 South Sterling Drive, Suite 100
Mountain House, CA 95391

Re: Neighborhood D, Tract 3850 – Partial Acceptance of Work Recommendation with Exceptions

Dear Mr. Shareghi,

Harris & Associates has performed the final inspection of the civil improvements in Neighborhood D, Tract 3850. The improvements are complete with the exception of the items listed below. All other punch list item work is complete and appear to be in compliance with the Mountain House Community Service District (MHCSD) Standards and the approved plans. See attached spreadsheet for a complete summary.

Please note, the following exceptions shall not be a part of this partial acceptance recommendation. This work has been deferred and will be completed by Mountain House Developers (MHD), LLC at a later date:

- Slurry Seal of Tract 3850.
- Inspection / repairs of all concrete flatwork, landscaping and irrigation. This work is deferred because of the high home building activity currently in progress.
- Placement of final thermo-plastic striping.
- Installation of NO DUMPING Button Labels.
- Installation of Identification Number Labels on poles.
- Provide spare street lights & spare street sign posts as per the Subdivision Improvement Agreement.
- AS-BUILT drawings of civil improvements, joint trenching & landscaping.

Therefore, I recommend that Tract 3850 be considered for PARTIAL ACCEPTANCE of the work by Mountain House Community Services District.

We at Harris & Associates appreciate the opportunity of serving you and look forward to many more successful completions within the Mountain House Development.

Sincerely,
HARRIS & ASSOCIATES, INC.

Roman Michael Duarte

Roman Michael Duarte, PE
Resident Engineer

cc: Dave Sargent, Development Manager, MHD
Lisa Mikelonis, PE, LJ Consultants, Vince Graziano, Project Manager, Teichert Construction

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST**Prepared By:** HARRIS & ASSOCIATES**NEIGHBORHOOD:** Cordes (D)**TRACT/ PROJECT:** 3850**Date:** September 13, 2018

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|---|------------|-----------|------------|--|
| CIVL IMPROVEMENTS | | | | |
| Concrete Flatwork | | | | All Remove / Replace concrete flatwork is DEFERRED until all home building activities have been completed. |
| Sidewalks installed / Removed - Replaced | X | | | |
| Curb & Gutters installed / Removed - Replaced | X | | | |
| Driveways installed / Removed - Replaced | X | | | |
| Paseo sidewalks installed / Removed - Replaced | X | | | |
| Asphalt Concrete Pavement (Type PG 64-10) | | | | |
| Slurry Sealed | | X | | Deferred |
| Top Lift (1/2" - 1.5") | X | | | |
| Bottom Lift (3/4" - 2.5") | X | | | |
| Base Material (compaction / proof rolled) | X | | | |
| Pipeline Misc. (Sewer, Storm Drain, Water) | | | | |
| Manholes located / raised / grouted | X | | | |
| Drainage Inlets installed / grouted | X | | | |
| Valves (Water, AR, BO, & TBO) installed | X | | | |
| Field Inlets installed / grouted | X | | | |
| Cathodic Protection installed / operating | X | | | |
| Fire Hydrants installed | X | | | |
| Catch Basin SW Filters installed | X | | | |
| "NO DUMPING" Button Labels installed | X | | | Deferred |
| Pipe Testing: | | | | |
| Sanitary Sewer - Air Pressure Test & Video | X | | | |
| Storm Drain - Air Pressure Test & Video | X | | | |
| Water - 120 psi Hydrostatic Test & Back T Test | X | | | |
| ELECTRICAL IMPROVEMENTS | | | | |

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST**Prepared By: HARRIS & ASSOCIATES****NEIGHBORHOOD: Cordes (D)****TRACT/ PROJECT: 3850****Date: September 13, 2018**

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|---|------------|-----------|------------|-----------------|
| Street Lights | | | | |
| Signal Lights | X | | | X |
| Pole & Lamps installed | X | | | |
| Electrical Boxes installed | X | | | |
| Wiring complete | X | | | |
| Concrete House Keeping Pad / Grout | X | | | |
| Identification number labels on poles | X | | | |
| Programmed & Energized | X | | | |
| TRAFFIC IMPROVEMENTS | | | | |
| Signs & Striping | | | | |
| Traffic Delineation Stripes | X | | | |
| Temporary Striping | X | | | |
| Thermo-Plastic Striping | | X | | Deferred |
| Traffic Signs Installed | X | | | |
| Street Name signs installed | X | | | |
| Poles / Brackets | X | | | |
| Fire Hydrant Markers Installed | X | | | |
| Island Markers Installed | | X | | |
| LANDSCAPE IMPROVEMENTS | | | | |
| Refer to Landscape Inspection Spreadsheet | | | X | |

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST**Prepared By:** HARRIS & ASSOCIATES**NEIGHBORHOOD:** Cordes (D)**TRACT/ PROJECT:** 3850**Date:** September 13, 2018

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|--|------------|-----------|------------|---|
| Soundwalls | | | | |
| Construction of Footings | X | | | |
| Placement of Rebar | X | | | |
| Placement of Blocks | X | | | |
| Installation of Post Tension Rods & Torqued | X | | | |
| Construction of Pilasters | X | | | |
| Placement of Grout & Caps | X | | | |
| Entry Portals | | | | |
| Construction of footings/foundation | | | | |
| Placement of rebar | | | | |
| Construction of stem walls | | | | |
| Construction of Portal Structure | | | | |
| Construction of Entry Plaza | | | | |
| MISCELLANEOUS | | | | |
| Survey Monuments Installed | X | | | |
| Delivery of extra poles & lights per Subdivision Agreement | | X | | Street Lights have been ordered. |
| ADMINISTRATION | | | | |
| Submission of AS-BUILT Plans | | X | | Civil, Joint Trench, Landscape, Cathodic Protection and other |
| Development Improvements (MHCSd per Anthony D.) | X | | | |
| Letter Requesting Acceptance from Developers | X | | | |
| Letter of Acceptance to MHCSd from Harris | X | | | |

Exhibit F

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3851

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood D – In-Tract Improvements – Water Facilities, Sanitary Sewer Facilities, Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping and Soundwalls)
(Final Map Tract No. 3851)
Neighborhood D

This offer of Dedication and Dedication Agreement (“Agreement”, dated October 22, 2018, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “D,” Unit 4 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “D” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “D.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3851 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3851, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Incorporation of Recitals. The Recitals are hereby incorporated into this Agreement.

2. Offer of Dedication. MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").

3. Conditions of Dedication. MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.

4. Operation and Maintenance. District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.

5. Indemnification. MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.

District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.

6. Taxes. Real property taxes and assessments shall be prorated as of the date of acceptance by the District.

7. Warranties. MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including that MHD and its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.

7. Additional Documentation. MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

8. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

9. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

10. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

11. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

12. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. Deferred Work Items. The District has agreed to defer the installation of certain improvements as set forth in Exhibit B. MHD agrees to construct these improvements in accordance with the District Standards and Specifications and to post bonds sufficient to cover the estimated cost of the deferred improvements. MHD agrees to complete installation or construction of the improvements within 90 days written notice from the District (weather conditions permitting).

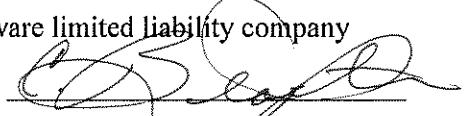
14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

Signatures Continue on the following Page

"MOUNTAIN HOUSE DEVELOPERS, LLC"

a Delaware limited liability company

By:



Name: C. Blaine Peterson
President

Its:

By: 

Name: Brenda L. Zalke
Chief Accounting Officer

Its:

"DISTRICT"

Mountain House Community Services District

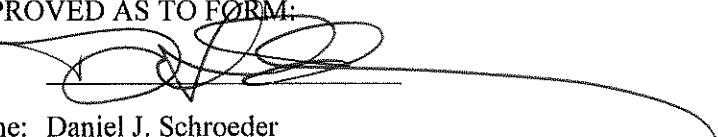
By: 

Name: Sarah Ragsdale

Its: ^{Interim} _A General Manager

APPROVED AS TO FORM:

By:



Name: Daniel J. Schroeder

Its: General Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3851**

Improvements located within Tract 3851 consisting of:

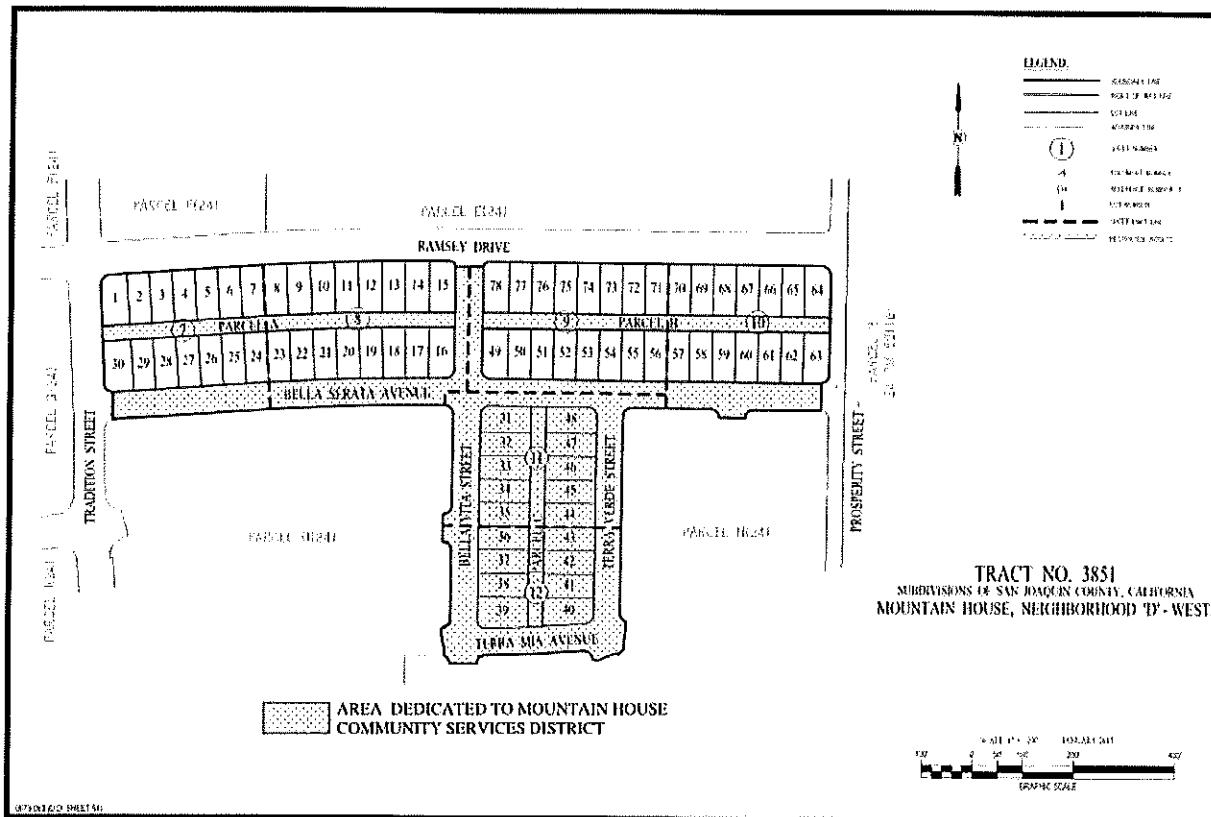
- 1) Sanitary sewer facilities and water facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3851 Improvement Plans dated January 14, 2016, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated March 4, 2016 with a final estimated cost of \$532,219.73 inclusive of change orders 1-16. The location of tract 3851 improvements is shown on Exhibit A.
- 2) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3851 Joint Trench and Street Light Plans dated March 2016 all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 21, 2016 with a final estimated cost of \$217,800. The location of tract 3851 improvements is shown on Exhibit A.

[PLEASE NOTE: THIS IS A PARTIAL ACCEPTANCE; CONCRETE, LANDSCAPING, NEIGHBORHOOD ENTRY PORTALS (AND ADJACENT CMU BLOCK SOUNDWALLS AND PILASTERS), TRAFFIC SIGNALS, SPARE STREET LIGHTS, SPARE STREET SIGN POLES, SLURRY SEAL, THERMO PLASTIC STRIPING AND SCHOOL RELATED SIGNAGE AND STRIPING ARE NOT INCLUDED IN THIS OFFER OF DEDICATION AND DEDICATION AGREEMENT AND WILL BE DEDICATED AT THE TIME OF COMPLETION AND THROUGH A SEPARATE OFFER OF DEDICATION AND DEDICATION AGREEMENT.]

Exhibit A

Neighborhood D "Cordes"
Tract 3851 Partial Acceptance

The areas shown in red on the Neighborhood D map below are being transferred to the MHCSD by this Offer of Dedication.



See Description of Assets Transferred for items not accepted by the MHCSD at this time.

Exhibit B

Neighborhood D – Track 3851
List of Deferred Items of Work

| Items | Description | Estimated Cost | Estimated Completion Date |
|-------|--|----------------|---------------------------|
| 1 | Slurry Seal of Track 3851 | \$45,339 | Q3 2019 |
| 2 | Final Thermoplastic Striping of Track 3851 | \$7,300 | Q3 2019 |
| 3 | Repair of all concrete flatwork | \$39,000 | Q3 2019 |
| 4 | As-Built Drawing | NA | Q3 2019 |
| | Total | \$91,639.00 | |



Harris & Associates.

September 13, 2018

Mr. Nader Shareghi, PE
Public Works Director
Mountain House Community Services District
230 South Sterling Drive, Suite 100
Mountain House, CA 95391

Re: Neighborhood D, Tract 3851 – Partial Acceptance of Work Recommendation with Exceptions

Dear Mr. Shareghi,

Harris & Associates has performed the final inspection of the civil improvements in Neighborhood D, Tract 3851. The improvements are complete with the exception of the items listed below. All other punch list item work is complete and appear to be in compliance with the Mountain House Community Service District (MHCSD) Standards and the approved plans. See attached spreadsheet for a complete summary.

Please note, the following exceptions shall not be a part of this partial acceptance recommendation. This work has been deferred and will be completed by Mountain House Developers (MHD), LLC at a later date:

- Slurry Seal of Tract 3851.
- Inspection / repairs of all concrete flatwork, landscaping and irrigation. This work is deferred until the home building activity is completed.
- Placement of final thermo-plastic striping.
- Installation of Identification Number Labels on poles.
- Installation of NO DUMPING Button Labels.
- Provide spare street lights & spare street sign posts as per the Subdivision Improvement Agreement.
- AS-BUILT drawings of civil improvements, joint trenching & landscaping.

Therefore, I recommend that Tract 3851 be considered for PARTIAL ACCEPTANCE of the work by Mountain House Community Services District.

We at Harris & Associates appreciate the opportunity of serving you and look forward to many more successful completions within the Mountain House Development.

Sincerely,

HARRIS & ASSOCIATES, INC.

Roman Michael Duarte

Roman Michael Duarte, PE

Resident Engineer

cc: Dave Sargent, Development Manager, MHD

Lisa Mikelonis, PE, LJ Consultants, Vince Graziano, Project Manager, Teichert Construction

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LISTPrepared By: **HARRIS & ASSOCIATES****NEIGHBORHOOD: Cordes (D)****TRACT/ PROJECT: 3851****Date: September 13, 2018**

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|---|------------|-----------|------------|--|
| CIVIL IMPROVEMENTS | | | | |
| Concrete Flatwork | | | | All Remove / Replace concrete flatwork is DEFERRED |
| Sidewalks installed / repaired | X | | | |
| Curb & Gutters installed / repaired | X | | | |
| Driveways installed / repaired | X | | | |
| Paseo sidewalks installed / repaired | | X | | |
| Asphalt Concrete Pavement (Type PG 64-10) | | | | |
| Slurry Sealed | | X | | Deferred |
| Top Lift (1/2" - 1.5") | X | | | |
| Bottom Lift (3/4" - 2.5") | X | | | |
| Base Material (compaction / proof rolled) | X | | | |
| Pipeline Misc. (Sewer, Storm Drain, Water) | | | | |
| Manholes located / raised / grouted | X | | | |
| Drainage Inlets installed / grouted | X | | | |
| Valves (Water, AR, BO, & TBO) installed | X | | | |
| Field Inlets installed / grouted | X | | | |
| Cathodic Protection installed / operating | X | | | |
| Fire Hydrants installed | X | | | |
| Catch Basin SW Filters installed | X | | | |
| "NO DUMPING" Button Labels installed | | X | | Deferred |
| Pipe Testing: | | | | |
| Sanitary Sewer - Air Pressure Test & Video | X | | | |
| Storm Drain - Air Pressure Test & Video | X | | | |
| Water - 120 psi Hydrostatic Test & Back T Test | X | | | |

Mountain House CSD Acceptance Check List

Prepared By: HARRIS & ASSOCIATES
NEIGHBORHOOD: Cordes (D)

TRACT/ PROJECT: 3851

Date: September 13, 2018

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|-----------------|
| ELECTRICAL IMPROVEMENTS | | | | |
| Street Lights | X | | | |
| Signal Lights | | X | | |
| Pole & Lamps installed | X | | | |
| Electrical Boxes installed | X | | | |
| Wiring complete | X | | | |
| Concrete House Keeping Pad / Grout | X | | | |
| Identification number/labels on poles | | X | | Deferred |
| Programmed & Energized | X | | | |
| TRAFFIC IMPROVEMENTS | | | | |
| Signs & Striping | | | | |
| Traffic Delineation Stripes | X | | | |
| Temporary Striping | X | | | |
| Thermo-Plastic Striping | | X | | Deferred |
| Traffic Signs Installed | X | | | |
| Street Name signs installed | X | | | |
| Poles / Brackets | X | | | |
| Fire Hydrant Markers installed | X | | | |
| Island Markers installed | | | X | |
| LANDSCAPE IMPROVEMENTS | | | | |
| Refer to Landscape Inspection Spreadsheet | | X | | |

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST
Prepared By: HARRIS & ASSOCIATES
NEIGHBORHOOD: Cordes (D)
TRACT/ PROJECT: 3851
Date: September 13, 2018

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|--|
| Soundwalls | | | | |
| Construction of Footings | | | X | |
| Placement of Rebar | | | | |
| Placement of Blocks | | | | |
| Installation of Post Tension Rods & Torqued | | | | |
| Construction of Pilasters | | | | |
| Placement of Grout & Caps | | | | |
| Entry Portals | X | | | |
| Construction of footings/foundation | | | | |
| Placement of rebar | | | | |
| Construction of stem walls | | | | |
| Construction of Portal Structure | | | | |
| Construction of Entry Plaza | | | | |
| MISCELLANEOUS | | | | |
| Survey Monuments Installed | X | | | |
| Delivery of extra poles & lights per Subdivision Agreement | | X | | Street lights have been ordered. |
| ADMINISTRATION | | | | |
| Submittal of AS-BUILT Plans | X | | | Civil, Joint Trench, Landscape, Cathodic Protection and others |
| Development Improvements (MHCSD per Anthony D.) | X | | | |
| Letter Requesting Acceptance from Developers | X | | | |
| Letter of Acceptance to MHCSD from Harris | X | | | |

Exhibit G

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3852

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood D – In-Tract Improvements – Water Facilities, Sanitary Sewer Facilities, Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping and Soundwalls)
(Final Map Tract No. 3852)
Neighborhood D

This offer of Dedication and Dedication Agreement (“Agreement”, dated October 22, 2018, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “D,” Unit 5 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “D” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “D.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3852 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3852, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Incorporation of Recitals. The Recitals are hereby incorporated into this Agreement.

2. Offer of Dedication. MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").

3. Conditions of Dedication. MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.

4. Operation and Maintenance. District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.

5. Indemnification. MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.

District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.

6. Taxes. Real property taxes and assessments shall be prorated as of the date of acceptance by the District.

7. Warranties. MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including MHD and its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.

7. Additional Documentation. MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

8. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

9. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

10. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

11. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

12. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

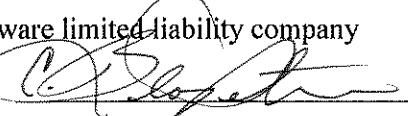
13. Deferred Work Items. The District has agreed to defer the installation of certain improvements as set forth in Exhibit B. MHD agrees to construct these improvements in accordance with the District Standards and Specifications and to post bonds sufficient to cover the estimated cost of the deferred improvements. MHD agrees to complete installation or construction of the improvements within 90 days written notice from the District (weather conditions permitting).

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

Signatures Continue on the following Page

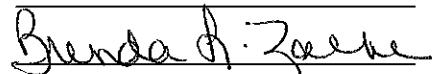
"MOUNTAIN HOUSE DEVELOPERS, LLC"

a Delaware limited liability company

By: 

Name: C. Blaine Peterson
President

Its: _____

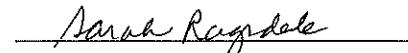
By: 

Name: Brenda L. Zalke
Chief Accounting Officer

Its: _____

"DISTRICT"

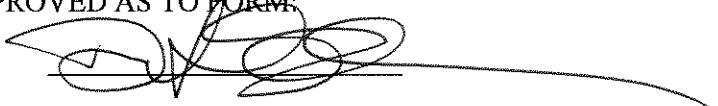
Mountain House Community Services District

By: 

Name: Sarah Ragsdale
^{Interim}

Its: ^A General Manager

APPROVED AS TO FORM:

By: 

Name: Daniel J. Schroeder

Its: General Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3852**

Improvements located within Tract 3852 consisting of:

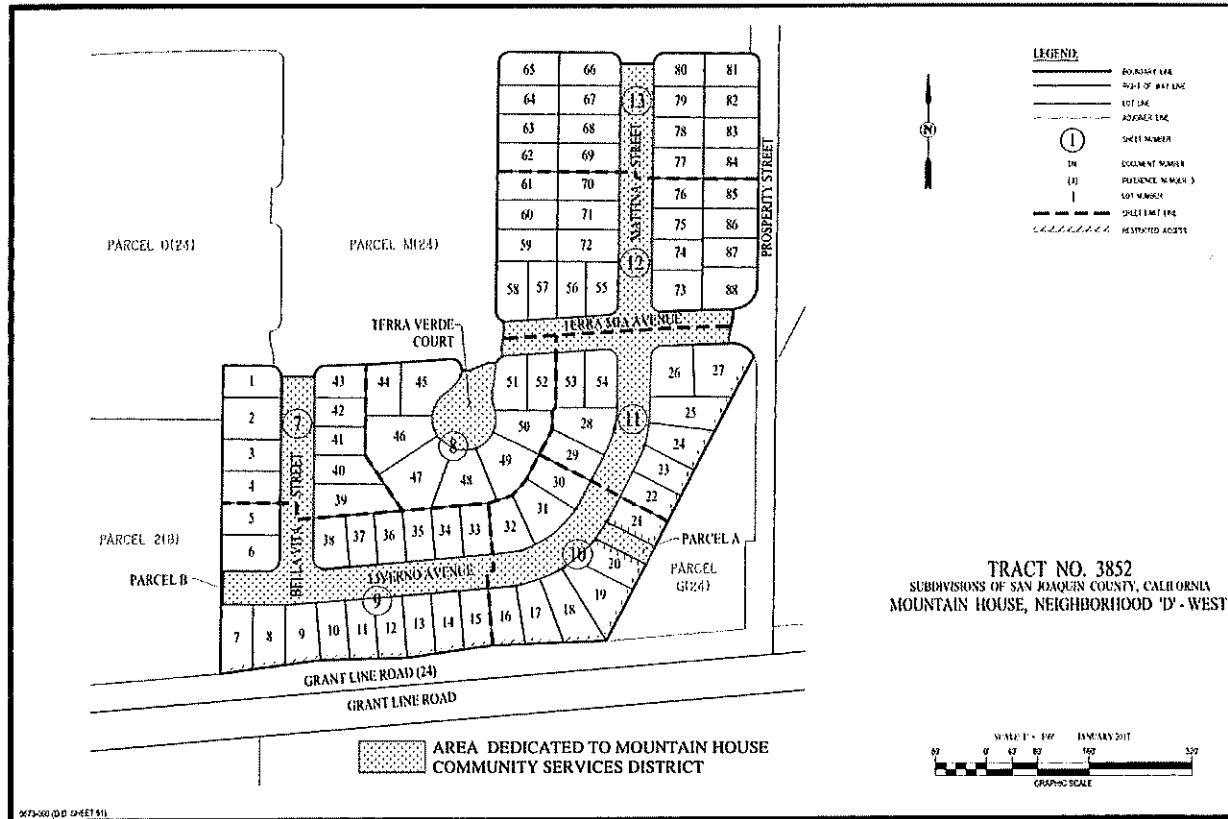
- 1) Sanitary sewer facilities and water facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3852 Improvement Plans dated January 14, 2016, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated March 4, 2016 with a final estimated cost of \$744,979 inclusive of change orders 1-16. The location of tract 3852 improvements is shown on Exhibit A.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' West Soundwall Plans dated February 23, 2017, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated March 14, 2017 with a final estimated cost of \$36,539. The location of tract 3852 improvements is shown on Exhibit A.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3852 Joint Trench and Street Light Plans dated September 2016 all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 21, 2016 with a final estimated cost of \$276,507. The location of tract 3852 improvements is shown on Exhibit A.

[PLEASE NOTE: THIS IS A PARTIAL ACCEPTANCE; CONCRETE, LANDSCAPING, NEIGHBORHOOD ENTRY PORTALS (AND ADJACENT CMU BLOCK SOUNDWALLS AND PILASTERS), TRAFFIC SIGNALS, SPARE STREET LIGHTS, SPARE STREET SIGN POLES, SLURRY SEAL, THERMO PLASTIC STRIPING AND SCHOOL RELATED SIGNAGE AND STRIPING ARE NOT INCLUDED IN THIS OFFER OF DEDICATION AND DEDICATION AGREEMENT AND WILL BE DEDICATED AT THE TIME OF COMPLETION AND THROUGH A SEPARATE OFFER OF DEDICATION AND DEDICATION AGREEMENT.]

Exhibit A

Neighborhood D "Cordes"
Tract 3852 Partial Acceptance

The areas shown in red on the Neighborhood D map below are being transferred to the MHCSD by this Offer of Dedication.



See Description of Assets Transferred for items not accepted by the MHCSD at this time.

Exhibit B
Neighborhood D – Track 3852
List of Deferred Items of Work

| Items | Description | Estimated Cost | Estimated Completion Date |
|-------|--|----------------|---------------------------|
| 1 | Slurry Seal of Track 3852 | \$23,345 | Q3 2019 |
| 2 | Final Thermoplastic Striping of Track 3852 | \$8,300 | Q3 2019 |
| 3 | Repair of all concrete flatwork | \$44,000 | Q3 2019 |
| 4 | Landscaping (Parcel A) | \$25,220 | Q3 2019 |
| 5 | As-Built Drawing | NA | Q3 2019 |
| Total | | \$100,865.00 | |



Harris & Associates_®

September 13, 2018

Mr. Nader Shareghi, PE
Public Works Director
Mountain House Community Services District
230 South Sterling Drive, Suite 100
Mountain House, CA 95391

Re: Neighborhood D, Tract 3852 – Partial Acceptance of Work Recommendation with Exceptions

Dear Mr. Shareghi,

Harris & Associates has performed the final inspection of the civil improvements in Neighborhood D, Tract 3852. The improvements are complete with the exception of the items listed below. All other punch list item work is complete and appear to be in compliance with the Mountain House Community Service District (MHCSD) Standards and the approved plans. See attached spreadsheet for a complete summary.

Please note, the following exceptions shall not be a part of this partial acceptance recommendation. This work has been deferred and will be completed by Mountain House Developers (MHD), LLC at a later date:

- Slurry Seal of Tract 3852.
- Inspection / repairs of all concrete flatwork, landscaping and irrigation. This work is deferred because of the high home building activity currently in progress.
- Placement of final thermo-plastic striping.
- Installation of Identification Number Labels on poles.
- Installation of NO DUMPING Button Labels.
- Provide spare street lights & spare street sign posts as per the Subdivision Improvement Agreement.
- AS-BUILT drawings of civil improvements, joint trenching & landscaping.

Therefore, I recommend that Tract 3852 be considered for PARTIAL ACCEPTANCE of the work by Mountain House Community Services District.

We at Harris & Associates appreciate the opportunity of serving you and look forward to many more successful completions within the Mountain House Development.

Sincerely,

HARRIS & ASSOCIATES, INC.

Roman Michael Duarte

Roman Michael Duarte, PE

Resident Engineer

cc: Dave Sargent, Development Manager, MHD

Lisa Mikelonis, PE, LJ Consultants, Vince Graziano, Project Manager, Teichert Construction

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST

Prepared By: HARRIS & ASSOCIATES

NEIGHBORHOOD: Cordes (D)

TRACT/ PROJECT: 3852

Date: September 13, 2018

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|--|
| CIVIL IMPROVEMENTS | | | | |
| <i>Concrete Flatwork</i> | | | | All Remove / Replace concrete flatwork is DEFERRED |
| Sidewalks installed / repaired | X | | | |
| Curb & Gutters installed / repaired | X | | | |
| Driveways installed / repaired | X | | | |
| Paseo sidewalks installed / repaved | X | | | Deferred |
| <i>Asphalt Concrete Pavement (Type PG 64-10)</i> | | | | |
| Slurry Sealed | X | | | Deferred |
| Top Lift (1/2" - 1.5") | X | | | |
| Bottom Lift (3/4" - 2.5") | X | | | |
| Base Material (compaction / proof rolled) | X | | | |
| <i>Pipeline Misc. (Sewer, Storm Drain, Water)</i> | | | | |
| Manholes located / raised / grouted | X | | | |
| Drainage Inlets installed / grouted | X | | | |
| Valves (Water, AR, BO, & TBO) installed | X | | | |
| Field Inlets installed / grouted | X | | | |
| Cathodic Protection installed / operating | X | | | |
| Fire Hydrants installed | X | | | |
| Catch Basin SW Filters installed | X | | | |
| 'NO DUMPING" Button Labels installed | X | | | Deferred |
| <i>Pipe Testing:</i> | | | | |
| Sanitary Sewer - Air Pressure Test & Video | X | | | |
| Storm Drain - Air Pressure Test & Video | X | | | |
| Water - 120 psi Hydrostatic Test & Bact T Test | X | | | |

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST

Prepared By: HARRIS & ASSOCIATES

NEIGHBORHOOD: Cordes (D)

TRACT/ PROJECT: 3852

Date: September 13, 2018

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|----------|
| ELECTRICAL IMPROVEMENTS | | | | |
| Street Lights | X | | | |
| Signal Lights | | | X | |
| Pole & Lamps installed | X | | | |
| Electrical Boxes installed | X | | | |
| Wiring complete | X | | | |
| Concrete House Keeping Pad / Grout | X | | | |
| Identification number labels on poles | | X | | |
| Programmed & Energized | X | | | |
| TRAFFIC IMPROVEMENTS | | | | |
| Signs & Striping | | X | | |
| Traffic Delineation Stripes | | | | |
| Temporary Striping | X | | X | |
| Thermo-Plastic Striping | | | | |
| Traffic Signs installed | X | | | |
| Street Name signs installed | X | | | |
| Poles / Brackets | X | | | |
| Fire Hydrant Markers installed | X | | | |
| Island Markers installed | | | X | |
| LANDSCAPE IMPROVEMENTS | | | | |
| Refer to Landscape Inspection Spreadsheet | | | X | |

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST**Prepared By:** HARRIS & ASSOCIATES**NEIGHBORHOOD:** Cordes (D)**TRACT/ PROJECT:** 3852**Date:** September 13, 2018

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|--|------------|-----------|------------|--|
| Soundwalls | | | | |
| Construction of Footings | | X | | |
| Placement of Rebar | X | | | |
| Placement of Blocks | X | | | |
| Installation of Post Tension Rods & Torqued | X | | | |
| Construction of Pilasters | X | | | |
| Placement of Grout & Caps | X | | | |
| Entry Portals | | | | X |
| Construction of footings/foundation | | | | |
| Placement of rebar | | | | |
| Construction of stem walls | | | | |
| Construction of Portal Structure | | | | |
| Construction of Entry Plaza | | | | |
| MISCELLANEOUS | | | | |
| Survey Monuments Installed | X | | | |
| Delivery of extra poles & lights per Subdivision Agreement | X | | | Street lights have been ordered. |
| ADMINISTRATION | | | | |
| Submittal of AS-BUILT Plans | | X | | Civil, Joint Trench, Landscaping, Cathodic Protection & others |
| Development Improvements (MHCSD per Anthony D.) | X | | | |
| Letter Requesting Acceptance from Developers | X | | | |
| Letter of Acceptance to MHCSD from Harris | X | | | |

Exhibit H

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3853

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood D – In-Tract Improvements – Water Facilities, Sanitary Sewer Facilities, Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping and Soundwalls)
(Final Map Tract No. 3853)
Neighborhood D

This offer of Dedication and Dedication Agreement (“Agreement”, dated October 22, 2018, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “D,” Unit 6 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “D” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “D.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3853 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3853, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.

District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including MHD and its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.
7. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

8. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

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11. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

12. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. Deferred Work Items. The District has agreed to defer the installation of certain improvements as set forth in Exhibit B. MHD agrees to construct these improvements in accordance with the District Standards and Specifications and to post bonds sufficient to cover the estimated cost of the deferred improvements. MHD agrees to complete installation or construction of the improvements within 90 days written notice from the District (weather conditions permitting).

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

Signatures Continue on the following Page

"MOUNTAIN HOUSE DEVELOPERS, LLC"

a Delaware limited liability company

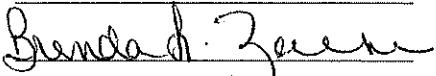
By:



Name: C. Blaine Peterson

President

Its:

By: 

Name: Brenda L. Zalke
Chief Accounting Officer

Its:

"DISTRICT"

Mountain House Community Services District

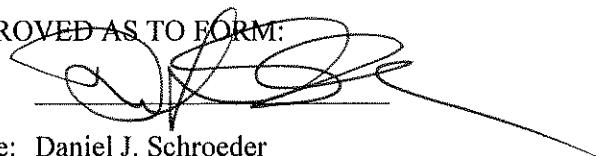
By: 

Name: Sarah Ragsdale

Its: ^{Interim} General Manager

APPROVED AS TO FORM:

By:



Name: Daniel J. Schroeder

Its: General Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3853**

Improvements located within Tract 3853 consisting of:

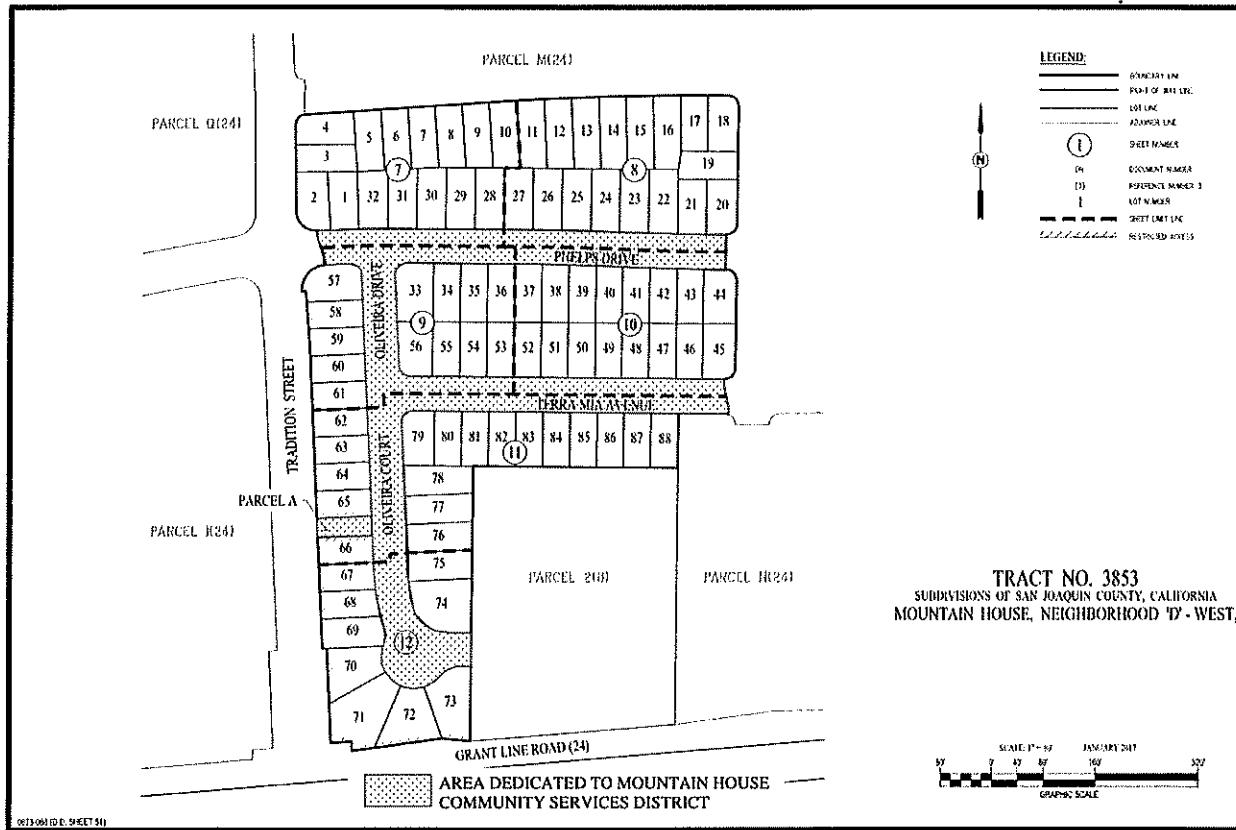
- 1) Sanitary sewer facilities and water facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3853 Improvement Plans dated January 14, 2016, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated March 4, 2016 with a final estimated cost of \$673,068 inclusive of change orders 1-16. The location of tract 3853 improvements is shown on Exhibit A.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' West Soundwall Plans dated February 23, 2017, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated March 14, 2017 with a final estimated cost of \$44,845. The location of tract 3853 improvements is shown on Exhibit A.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3853 Joint Trench and Street Light Plans dated September 2016 all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 21, 2016 with a final estimated cost of \$194,991. The location of tract 3853 improvements is shown on Exhibit A.

[PLEASE NOTE: THIS IS A PARTIAL ACCEPTANCE; CONCRETE, LANDSCAPING, NEIGHBORHOOD ENTRY PORTALS (AND ADJACENT CMU BLOCK SOUNDWALLS AND PILASTERS), TRAFFIC SIGNALS, SPARE STREET LIGHTS, SPARE STREET SIGN POLES, SLURRY SEAL, THERMO PLASTIC STRIPING AND SCHOOL RELATED SIGNAGE AND STRIPING ARE NOT INCLUDED IN THIS OFFER OF DEDICATION AND DEDICATION AGREEMENT AND WILL BE DEDICATED AT THE TIME OF COMPLETION AND THROUGH A SEPARATE OFFER OF DEDICATION AND DEDICATION AGREEMENT.]

Exhibit A

Neighborhood D "Cordes"
Tract 3853 Partial Acceptance

The areas shown in red on the Neighborhood D map below are being transferred to the MHCSD by this Offer of Dedication.



See Description of Assets Transferred for items not accepted by the MHCSD at this time.

Exhibit D
Neighborhood D – Track 3853
List of Deferred Items of Work

| Items | Description | Estimated Cost | Estimated Completion Date |
|--------------|--|-----------------------|----------------------------------|
| 1 | Slurry Seal of Track 3853 | \$19,530 | Q4 2019 |
| 2 | Final Thermoplastic Striping of Track 3853 | \$8,300 | Q4 2019 |
| 3 | Repair of all concrete flatwork | \$44,000 | Q4 2019 |
| 4 | Landscaping (Parcel A) | \$24,310 | Q4 2019 |
| 5 | As-Built Drawing | NA | Q4 2019 |
| Total | | \$96,140.00 | |



Harris & Associates.

September 13, 2018

Mr. Nader Shareghi, PE
Public Works Director
Mountain House Community Services District
230 South Sterling Drive, Suite 100
Mountain House, CA 95391

Re: Neighborhood D, Tract 3853 – Partial Acceptance of Work Recommendation with Exceptions

Dear Mr. Shareghi,

Harris & Associates has performed the final inspection of the civil improvements in Neighborhood D, Tract 3853. The improvements are complete with the exception of the items listed below. All other punch list item work is complete and appear to be in compliance with the Mountain House Community Service District (MHCSD) Standards and the approved plans. See attached spreadsheet for a complete summary.

Please note, the following exceptions shall not be a part of this acceptance recommendation. This work has been deferred and will be completed by Mountain House Developers (MHD), LLC at a later date:

- Slurry Seal of Tract 3853.
- Inspection / repairs of all concrete flatwork, landscaping and irrigation. This work is deferred until the home building activity is complete..
- Placement of final thermo-plastic striping.
- Provide spare street lights & spare street sign posts as per the Subdivision Improvement Agreement.
- Installation of Identification Number Labels on poles.
- Installation of NO DUMPING Button Labels.
- AS-BUILT drawings of civil improvements, joint trenching & landscaping.

Therefore, I recommend that Tract 3853 be considered for PARTIAL ACCEPTANCE of the work by Mountain House Community Services District.

We at Harris & Associates appreciate the opportunity of serving you and look forward to many more successful completions within the Mountain House Development.

Sincerely,

HARRIS & ASSOCIATES, INC.

Roman Michael Duarte

Roman Michael Duarte, PE

Resident Engineer

cc: Dave Sargent, Development Manager, MHD, Lisa Mikelonis, PE, LJ Consultants
Vince Graziano, Project Manager, Teichert Construction

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST**Prepared By: HARRIS & ASSOCIATES****NEIGHBORHOOD: Cordes (D)****TRACT/ PROJECT: 3853****Date: September 13, 2018**

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|---|------------|-----------|------------|---|
| CIVIL IMPROVEMENTS | | | | |
| Concrete Flatwork | | | | All Remove / Replace concrete flatwork is deferred. |
| Sidewalks installed / repaired | X | | | |
| Curb & Gutter installed / repaired | X | | | |
| Driveways installed / repaired | X | | | |
| Paseo sidewalks installed / repaired | X | | | |
| Asphalt Concrete Pavement (Type PG 64-10) | | | | |
| Slurry Sealed | | X | | Deferred |
| Top Lift (1/2" - 1.5") | X | | | |
| Bottom Lift (3/4" - 2.5") | X | | | |
| Base Material (compaction / proof rolled) | X | | | |
| Pipeline Misc. (Sewer, Storm Drain, Water) | | | | |
| Manholes located / raised / grouted | X | | | |
| Drainage Inlets installed / grouted | X | | | |
| Valves (Water, AR, BO, & TBO) installed | X | | | |
| Field Inlets installed / grouted | X | | | |
| Cathodic Protection installed / operating | X | | | |
| Fire Hydrants installed | X | | | |
| Catch Basin SW Filters installed | X | | | |
| "NO DUMPING" Button Labels installed | | X | | Deferred |
| Pipe Testing: | | | | |
| Sanitary Sewer - Air Pressure Test & Video | X | | | |
| Storm Drain - Air Pressure Test & Video | X | | | |
| Water - 120 psi Hydrostatic Test & Bact I Test | X | | | |

Mountain House CSD Acceptance Check List

Prepared By: **HARRIS & ASSOCIATES**
NEIGHBORHOOD: Cordes (D)

TRACT/ PROJECT: 3853

Date: September 13, 2018

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|-----------------|
| ELECTRICAL IMPROVEMENTS | | | | |
| Street Lights | X | | | |
| Signal Lights | | X | | |
| Pole & Lamps installed | X | | | |
| Electrical Boxes installed | X | | | |
| Wiring complete | X | | | |
| Concrete House Keeping Pad / Grout | X | | | |
| Identification number labels on poles | | X | | Deferred |
| Programmed & Energized | X | | | |
| TRAFFIC IMPROVEMENTS | | | | |
| Signs & Striping | | | | |
| Traffic Delineation Stripes | X | | | |
| Temporary Striping | X | | X | |
| Thermo-Plastic Striping | | X | | Deferred |
| Traffic Signs installed | X | | | |
| Street Name signs installed | X | | | |
| Poles / Brackets | X | | | |
| Fire Hydrant Markers installed | X | | | |
| Island Markers installed | | X | | |
| LANDSCAPE IMPROVEMENTS | | | | |
| Refer to Landscape Inspection Spreadsheet | | X | | |

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST

Prepared By: HARRIS & ASSOCIATES
NEIGHBORHOOD: Cordes (D)
TRACT/ PROJECT: 3853

Date: September 13, 2018

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|--|
| Soundwalls | | | | |
| Construction of Footings | X | | | |
| Placement of Rebar | X | | | |
| Placement of Blocks | X | | | |
| Installation of Post Tension Rods & Torqued | X | | | |
| Construction of Pilasters | X | | | |
| Placement of Grout & Caps | X | | | |
| Entry Portals | | | X | |
| Construction of footings/foundation | | | | |
| Placement of rebar | | | | |
| Construction of stem walls | | | | |
| Construction of Portal Structure | | | | |
| Construction of Entry Plaza | | | | |
| MISCELLANEOUS | | | | |
| Survey Monuments Installed | X | | | |
| Delivery of extra poles & lights per Subdivision Agreement | | X | | Street lights have been ordered. |
| ADMINISTRATION | | | | |
| Submittal of AS-BUILT Plans | X | | | Civil, Joint Trench, Landscaping, Cathodic Protection & others |
| Development Improvements (MHCSD per Anthony D.) | | | | |
| Letter Requesting Acceptance from Developers | X | | | |
| Letter of Acceptance to MHCSD from Harris | X | | | |

Exhibit I

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3854

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood D – In-Tract Improvements – Water Facilities, Sanitary Sewer Facilities, Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping and Soundwalls)
(Final Map Tract No. 3854)
Neighborhood D

This offer of Dedication and Dedication Agreement (“Agreement”, dated October 22, 2018, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and Mountain House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The approval of the Tentative Subdivision Map Mountain House Neighborhood “D,” Unit 7 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Neighborhood “D” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “D.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3854 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3854, all in accordance with, and as required by, the plans and specifications for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., (“Plans and Specifications”) and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.

2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").

3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.

4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement, with the exception of offsite potable water storage capacity. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.

5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.

District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.

6. **Taxes.** Real property taxes and assessments shall be prorated as of the date of acceptance by the District.

7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith and Denison on file with the District and incorporated herein by reference, including MHD and its Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition or acceptance of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one year warranty on all items of work from the date of acceptance of the Offer of Dedication.

7. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

8. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

9. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

10. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

11. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

12. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. Deferred Work Items. The District has agreed to defer the installation of certain improvements as set forth in Exhibit B. MHD agrees to construct these improvements in accordance with the District Standards and Specifications and to post bonds sufficient to cover the estimated cost of the deferred improvements. MHD agrees to complete installation or construction of the improvements within 90 days written notice from the District (weather conditions permitting).

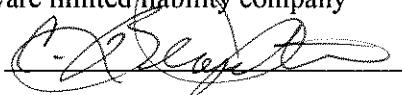
14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

Signatures Continue on the following Page

"MOUNTAIN HOUSE DEVELOPERS, LLC"

a Delaware limited liability company

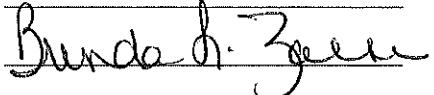
By:



Name: C. Blaine Peterson
President

Its:

By:



Name: Brenda L. Zalke
Chief Accounting Officer

Its:

"DISTRICT"

Mountain House Community Services District

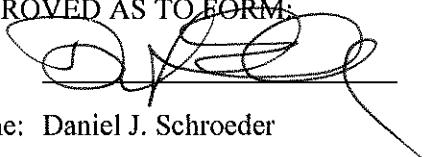
By: Sarah Ragsdale

Name: Sarah Ragsdale

Its: ^{Interim} General Manager

APPROVED AS TO FORM:

By:



Name: Daniel J. Schroeder

Its: General Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3854**

Improvements located within Tract 3854 consisting of:

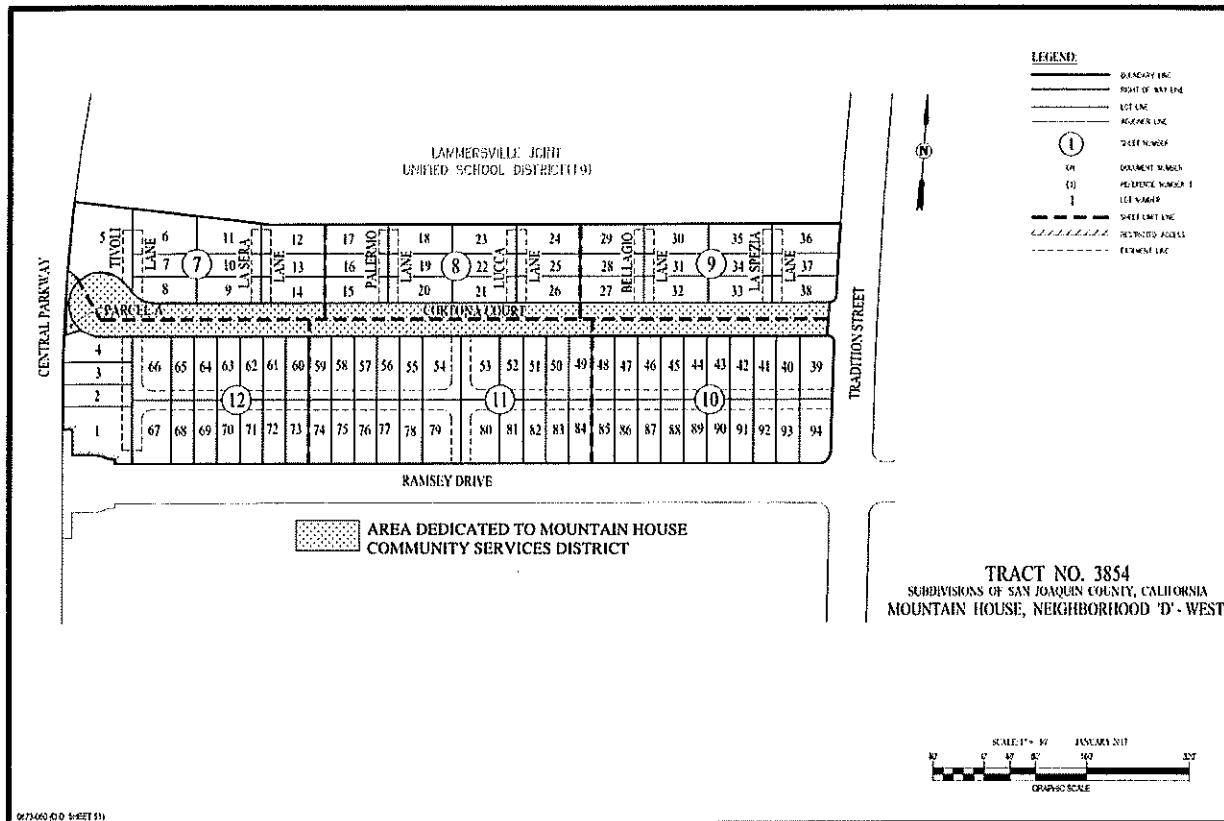
- 1) Sanitary sewer facilities and water facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3854 Improvement Plans dated January 14, 2016, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated March 4, 2016 with a final estimated cost of \$1,023,831 inclusive of change orders 1-16. The location of tract 3854 improvements is shown on Exhibit A.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' West Soundwall Plans dated February 23, 2017, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated March 14, 2017 with a final estimated cost of \$2,764. The location of tract 3854 improvements is shown on Exhibit A.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3854 Joint Trench and Street Light Plans dated November 2016 all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 21, 2016 with a final estimated cost of \$322,733. The location of tract 3854 improvements is shown on Exhibit A.

[PLEASE NOTE: THIS IS A PARTIAL ACCEPTANCE; CONCRETE, LANDSCAPING, NEIGHBORHOOD ENTRY PORTALS (AND ADJACENT CMU BLOCK SOUNDWALLS AND PILASTERS), TRAFFIC SIGNALS, SPARE STREET LIGHTS, SPARE STREET SIGN POLES, SLURRY SEAL, THERMO PLASTIC STRIPING AND SCHOOL RELATED SIGNAGE AND STRIPING ARE NOT INCLUDED IN THIS OFFER OF DEDICATION AND DEDICATION AGREEMENT AND WILL BE DEDICATED AT THE TIME OF COMPLETION AND THROUGH A SEPARATE OFFER OF DEDICATION AND DEDICATION AGREEMENT.]

Exhibit A

Neighborhood D "Cordes"
Tract 3854 Partial Acceptance

Rge areas shown in red on the Neighborhood D amp below are being transferred to the MHCSD by this Offer of Dedication.



See Description of Assets Transferred for items not accepted by the MHCSD at this time.

Exhibit B**Neighborhood D – Track 3854**
List of Deferred Items of Work

| Items | Description | Estimated Cost | Estimated Completion Date |
|-------|--|----------------|---------------------------|
| 1 | Slurry Seal of Track 3854 | \$12,763 | Q4 2019 |
| 2 | Final Thermoplastic Striping of Track 3854 | \$2,000 | Q4 2019 |
| 3 | Repair of all concrete flatwork | \$47,000 | Q4 2019 |
| 4 | Landscaping (Parcel A) | \$14,014 | Q4 2019 |
| 5 | As-Built Drawing | NA | Q4 2019 |
| Total | | \$75,777 | |



Harris & Associates[®]

September 18, 2018

Mr. Nader Shareghi, PE
Public Works Director
Mountain House Community Services District
230 South Sterling Drive, Suite 100
Mountain House, CA 95391

Re: Neighborhood D, Tract 3854 – Partial Acceptance of Work Recommendation with Exceptions

Dear Mr. Shareghi,

Harris & Associates has performed the final inspection of the civil improvements in Neighborhood D, Tract 3854. The improvements are complete with the exception of the items listed below. All other punch list item work is complete and appear to be in compliance with the Mountain House Community Service District (MHCSD) Standards and the approved plans. See attached spreadsheet for a complete summary.

Please note, the following exceptions shall not be a part of this partial acceptance recommendation. This work has been deferred and will be completed by Mountain House Developers (MHD), LLC at a later date:

- Slurry Seal of Tract 3854.
- Inspection / repairs of all concrete flatwork, landscaping and irrigation. This work is deferred until the home building activity is finished.
- Placement of final thermo-plastic striping.
- Installation of Identification Number Labels on poles.
- Installation of NO DUMPING Button Labels.
- Provide spare street lights & spare street sign posts as per the Subdivision Improvement Agreement.
- AS-BUILT drawings of civil improvements, joint trenching & landscaping.

Therefore, I recommend that Tract 3854 be considered for PARTIAL ACCEPTANCE of the work by Mountain House Community Services District.

We at Harris & Associates appreciate the opportunity of serving you and look forward to many more successful completions within the Mountain House Development.

Sincerely,

HARRIS & ASSOCIATES, INC.

Roman Michael Duarte

Roman Michael Duarte, PE

Resident Engineer

cc: Dave Sargent, Development Manager, MHD, Lisa Mikelonis, PE, LJ Consultants
Vince Graziano, Project Manager, Teichert Construction

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST**Prepared By: HARRIS & ASSOCIATES****NEIGHBORHOOD: Cordes Village (D)****TRACT / PROJECT: 3854****Date: September 18, 2018**

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|---|------------|-----------|------------|--|
| CIVIL IMPROVEMENTS | | | | |
| Concrete Flatwork | | | | All Remove & Replace concrete flatwork is DEFERRED until all home building activities have been completed. |
| Sidewalks installed / Removed - Replaced | X | | | |
| Curb & Gutters installed / Removed - Replaced | X | | | |
| Driveways installed / Removed - Replaced | X | | | |
| Paseo sidewalks installed / Removed - Replaced | X | | | |
| Asphalt Concrete Pavement (Type PG 64-10) | | | | |
| Slurry Sealed | | X | | Deferred |
| Top Lift (1/2" - 1.5") | X | | | |
| Bottom Lift (3/4" - 2.5") | X | | | |
| Base Material (compaction / proof rolled) | X | | | |
| Pipeline Misc. (Sewer, Storm Drain, Water) | | | | |
| Manholes located / raised / grouted | X | | | |
| Drainage Inlets installed / grouted | X | | | |
| Valves (Water, AR, BC, & TBO) installed | X | | | |
| Field Inlets installed / grouted | X | | | |
| Cathodic Protection installed / operating | X | | | |
| Fire Hydrants installed | X | | | |
| Pipe Testing: | | | | |
| Sanitary Sewer - Air Pressure Test & Video | X | | | |
| Storm Drain - Air Pressure Test & Video | X | | | |
| Water - 120 psi Hydrostatic Test & Bact T Test | X | | | |
| ELECTRICAL IMPROVEMENTS | | | | |
| Street Lights | | | | |
| Signal Lights | | | | X |
| Pole & Lamps installed | X | | | |
| Dedicated street light electrical Boxes installed | X | | | |

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LISTPrepared By: **HARRIS & ASSOCIATES****NEIGHBORHOOD:** Cordes Village (D)**TRACT/ PROJECT:** 3854**Date:** September 18, 2018

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|---|------------|-----------|------------|---|
| Wiring complete | X | | | |
| Street light inline fuses installed per specification | X | | | |
| Concrete House Keeping Pad / Grout | X | | | |
| Identification number labels on poles | | X | | Deferred |
| Programmed & Energized | X | | | |
| TRAFFIC IMPROVEMENTS | | | | |
| Signs & Striping | | | | |
| Traffic Delineation Stripes | X | | | |
| Temporary Striping | X | | | |
| Thermo-Plastic Striping | | X | | Deferred |
| Traffic Signs installed | X | | | |
| Street Name signs installed | X | | | |
| Poles / Brackets | X | | | |
| Fire Hydrant markers installed | X | | | |
| Island Markers installed | | | X | |
| High Visibility Cross Walks installed | X | | | |
| Traffic Control for School Areas | X | | | |
| LANDSCAPE IMPROVEMENTS | | | | |
| Refer to Landscape Inspection Spreadsheet | | | X | |
| Sound walls | | | | |
| Construction of Footings | X | | | |
| Placement of Rebar | X | | | |
| Placement of Blocks | X | | | |
| Installation of Post Tension Rods & Torqued | X | | | |
| Construction of Pilasters | X | | | |
| Placement of Grout & Caps | X | | | |
| Entry Portals | | | X | DEFERRED - To be built with Landscape Plans |
| Construction of footings/foundation | | | | |

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST**Prepared By: HARRIS & ASSOCIATES****NEIGHBORHOOD: Cordes Village (D)****TRACT / PROJECT: 3854****Date: September 18, 2018**

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|--|------------|-----------|------------|---|
| Placement of rebar | | | | |
| Construction of stem walls | | | | |
| Construction of Portal Structure | | | | |
| Construction of Entry Plaza | | | | |
| Miscellaneous | | | | |
| Survey Monuments Installed | X | | | |
| Delivery of extra poles & lights per Subdivision Agreement | | X | | Street lights have been ordered |
| Administration | | | | |
| Submittal of AS-BUILT Plans | | X | | Civil, Joint Trench, Landscape & others |
| Development Improvements (MHCSD per Anthony D.) | | X | | |
| Letter Requesting Acceptance from Developers | X | | | |
| Letter of Acceptance to MHCSD from Harris | X | | | |

Exhibit J

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3848 [NEIGHBORHOOD D
BACKBONE]

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

(Neighborhood D – In-Tract Improvements – Water Facilities, Sanitary Sewer Facilities, Storm Drain Facilities, Asphalt Facilities, Joint Trench Facilities, Street Lights, Signage, Striping and Soundwalls)

(Final Map Tract No. 3848)

Neighborhood D

This offer of Dedication and Dedication Agreement (“Agreement”), dated MAY 1, 2018, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and MOUNTAIN House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District have entered into the Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000 that details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. Tentative Subdivision Map Mountain House Neighborhood “D,” Unit 1 contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter dated February 7, 2007 for Mountain House Neighborhood “D” (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval and the Will Serve Letter and in accordance with the MARA, Project Acquisition Agreement Number PAA-2 dated February 11, 2002 (PAA-2) and Project Reimbursement Agreement Number PRA-3 dated December 7, 2004 (PRA-3), MHD has constructed and is offering for dedication the partial Improvements described herein to serve Neighborhood “D.”

E. MHD and the District entered into Subdivision Improvement Agreements for Final Map Tract No. 3848 requiring construction and dedication of Improvements, including all streets, highways, and public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (“Subdivision”) designated in the Final Map Tract 3848, all in accordance with, and as required by, the plans and specifications dated December 2006, and subsequent amendments thereto, for all or any of said Improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications were prepared by Carlson, Barbee & Gibson, Inc., and are now on file in the office of the General Manager of the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement. District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction, MHD and Smith Denison Construction Company and MHD and David Smith Masonry Inc. and on file with the District and incorporated herein by reference, including that the Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements.

MHD shall provide a one-year warranty on all items of work from the date of acceptance of the Offer of Dedication.

7. Additional Documentation. MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

8. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

9. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

10. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

11. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

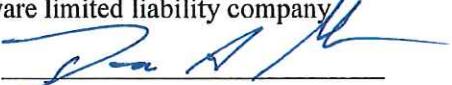
12. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

Signatures Continue on the following Page

“MHD”

Mountain House Developers, LLC

a Delaware limited liability company
By: 

Name: Donald S. Grant
Executive Vice President

Its: _____

By: 

Name: Brenda L. Zalke
Chief Accounting Officer

Its: _____

“DISTRICT”

Mountain House Community Services District

By: 

Name: Edwin Pattison

Its: General Manager

APPROVED AS TO FORM:

By: 

Name: Daniel J. Schroeder

Its: General Counsel

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3848**

Improvements located within Tract 3848 consisting of:

- 1) Sanitary sewer facilities, water facilities, storm drain facilities, joint trench facilities, asphalt roadway facilities, street light facilities, signage, and striping as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3848 Improvement Plans dated January 20, 2016, and Backbone Improvement Plans dated December 2, 2015 and all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated March 4, 2016 with a final estimated cost of \$5,908,769.55 inclusive of change orders 1-16. The location of tract 3848 improvements is shown on Exhibit A.
- 2) Soundwall facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' West Soundwall Plans dated February 23, 2017, all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and David Smith Masonry for the construction of the improvements dated March 14, 2017 with a final estimated cost of \$1,557,768.98. The location of tract 3848 improvements is shown on Exhibit A.
- 3) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Neighborhood 'D' Tract No. 3848 Joint Trench and Street Light Plans dated March 2016, and Backbone Joint Trench and Street Light Plans dated September 2016 all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Smith Denison Construction for the construction of the improvements dated June 21, 2016 with a final estimated cost of \$2,654,967.50. The location of tract 3848 improvements is shown on Exhibit A.

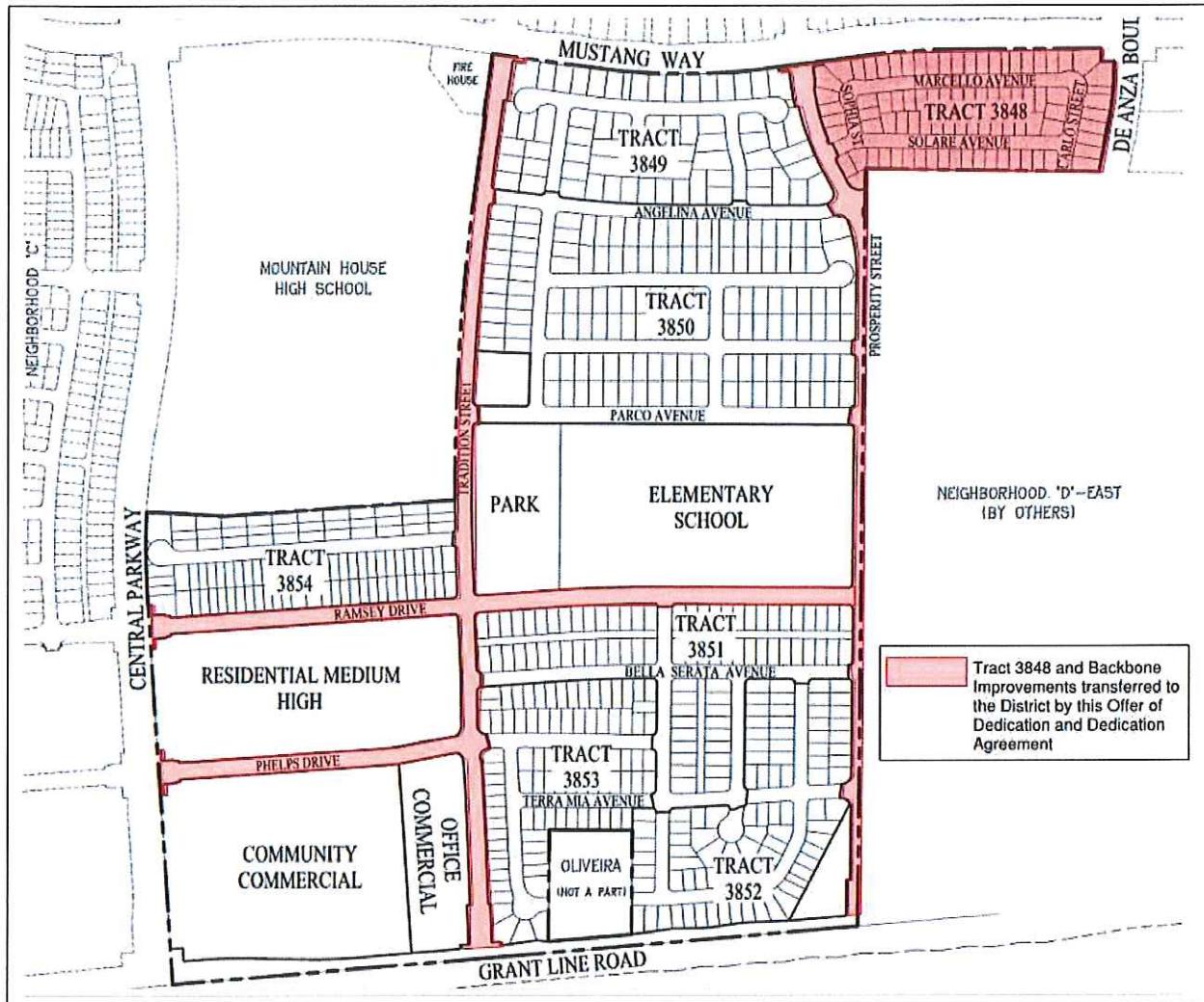
[PLEASE NOTE: THIS IS A PARTIAL ACCEPTANCE; CONCRETE, LANDSCAPING, NEIGHBORHOOD ENTRY PORTALS (AND ADJACENT CMU BLOCK SOUNDWALLS AND PILASTERS), TRAFFIC SIGNALS, SPARE STREET LIGHTS, SPARE STREET SIGN POLES, SLURRY SEAL, THERMO PLASTIC STRIPING AND SCHOOL RELATED SIGNAGE AND STRIPING AND OTHER ITEMS IDENTIFIED ON THE HARRIS AND ASSOCIATES ACCEPTANCE OF WORK RECOMMENDATION LETTERS AND CHECKLISTS DATED APRIL 30, 2018 ARE NOT INCLUDED IN THIS OFFER OF DEDICATION AND DEDICATION AGREEMENT AND WILL BE DEDICATED AT THE TIME OF COMPLETION AND THROUGH A SEPARATE OFFER OF DEDICATION AND DEDICATION AGREEMENT.]

Exhibit "A"

Neighborhood D "Cordes"

Tract 3848 Partial Acceptance Exhibit

The areas shown in red on the Neighborhood D map below are being transferred to the MHCSD by this Offer of Dedication.



See Description of Assets Transferred for items not accepted by the MHCSD at this time.



April 30, 2018

Mr. Nader Shareghi, PE
Public Works Director
Mountain House Community Services District
230 South Sterling Drive, Suite 100
Mountain House, CA 95391

Re: Neighborhood D, Backbone (Prosperity St., Tradition St., Ramsey Dr., Phelps Dr.) – Acceptance of Work Recommendation with Exceptions

Dear Mr. Shareghi,

Harris & Associates has performed the final inspection of the civil improvements in Neighborhood D, Backbone. The improvements are complete with the exception of the items listed below. All other punch list item work is complete and appear to be in compliance with the Mountain House Community Service District (MHCSD) Standards and the approved plans. See attached spreadsheet for a complete summary.

Please note, the following exceptions shall not be a part of this acceptance recommendation. This work has been deferred and will be completed by Mountain House Developers (MHD), LLC at a later date:

- Slurry Seal of Backbone.
- Inspection / repairs of all concrete flatwork, landscaping and irrigation. This work is deferred until the home building activity is finished.
- Placement of final thermo-plastic striping.
- Provide spare street lights & spare street sign posts as per the Subdivision Improvement Agreement.
- Programming of Street Lights
- Installation of Traffic Control for School Areas, including Rectangular Rapid Flash Beacons.
- Installation of NO DUMPING Button Labels
- AS-BUILT drawings for civil improvements, joint trenching, landscaping and other plans as determined by the MHCSD.
- MHD to secure an easement or Right of Way Dedication from LUSD in favor of the MHCSD for 1) a northbound turn-pocket lane on Central Parkway into the Central Parkway entrance of the high school.
2) an eastbound turn-pocket lane on Mustang Way into the Mustang Way entrance of the high school
3) the sidewalk on the east side of the Fire Station, at the southern property line in the southeast corner of the Fire Station property.

Therefore, I recommend that Backbone be considered for partial acceptance by Mountain House Community Services District.

We at Harris & Associates appreciate the opportunity of serving you and look forward to many more successful completions within the Mountain House Development.



**Re: Neighborhood D, Backbone (Prosperity St., Tradition St., Ramsey Dr., Phelps Dr.) – Acceptance of Work
Recommendation with Exceptions**

Sincerely,
HARRIS & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Roman Michael Duarte".

Roman Michael Duarte, PE
Resident Engineer

cc: Dave Sargent, Development Manager, MHD
Lisa Mikelonis, PE, LJ Consultants
Vince Graziano, Project Manager, Teichert Construction

| MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST | | | | |
|--|-----|----|-----|--|
| Prepared By: HARRIS & ASSOCIATES | | | | |
| NEIGHBORHOOD: Cordes Village (D) | | | | |
| TRACT/ PROJECT: Backbone | | | | |
| Date: April 26, 2018 | | | | |
| DESCRIPTION | YES | NO | N/A | COMMENTS |
| CIVIL IMPROVEMENTS | | | | |
| Concrete Flatwork | | | | All Remove / Replace concrete flatwork is DEFERRED until all home building activities have been completed. |
| Sidewalks installed / Removed - Replaced | X | | | |
| Curb & Gutters installed / Removed - Replaced | X | | | |
| Driveways installed / Removed - Replaced | X | | | |
| Paseo sidewalks installed / Removed - Replaced | | | X | |
| WELCOME CENTER | | X | | Deferred - Need to close driveway & install C/G & SW |
| Asphalt Concrete Pavement (Type PG 64-10) | | | | |
| Slurry Sealed | | X | | Deferred |
| Top Lift (1/2" - 1.5") | X | | | |
| Bottom Lift (3/4" - 2.5") | X | | | |
| Base Material (compaction / proof rolled) | X | | | |
| Pipeline Misc. (Sewer, Storm Drain, Water) | | | | |
| Manholes located / raised / grouted | X | | | |
| Drainage Inlets installed / grouted | X | | | |
| Valves (Water, AR, BO, & TBO) installed | X | | | |
| Field Inlets installed / grouted | X | | | |
| Cathodic Protection installed / operating | X | | | |
| Fire Hydrants installed | X | | | |
| Catch Basin SW Filters Installed | X | | | |
| "NO DUMPING" Button Labels Installed | | X | | Deferred |
| Pipe Testing: | | | | |
| Sanitary Sewer - Air Pressure Test & Video | X | | | |
| Storm Drain - Air Pressure Test & Video | X | | | |
| Water - 120 psi Hydrostatic Test & Back T Test | X | | | |
| ELECTRICAL IMPROVEMENTS | | | | |
| Street Lights | | | | |
| Signal Lights | | | X | |
| Pole & Lamps installed | X | | | |
| Dedicated street light electrical Boxes installed | X | | | |
| Wiring complete | X | | | |
| Street light Inline fuses installed per specification | X | | | |
| Concrete House Keeping Pad / Grout | X | | | |
| Identification number labels on poles | X | | | |
| Programmed / Energized | X | X | | Deferred - Lights need to be programmed & certified |
| TRAFFIC IMPROVEMENTS | | | | |
| Signs & Striping | | | | |
| Traffic Delineation Stripes | X | | | |
| Temporary Striping | X | | | |
| Thermo-Plastic Striping | | X | | Deferred |
| Traffic Signs installed | X | | | |
| Street Name signs installed | X | | | |
| Poles / Brackets | X | | | |
| Fire Hydrant markers installed | X | | | |
| Island Markers installed | X | | | |
| High Visibility Cross Walks installed | X | | | |
| Traffic Control for School Areas (includes RRFBs) | | X | | Deferred |
| LANDSCAPE IMPROVEMENTS | | | | |
| Refer to Landscape Inspection Spreadsheet | | X | | Deferred |
| Sound walls | | | | |
| Construction of Footings | X | | | |
| Placement of Rebar | X | | | |
| Placement of Blocks | X | | | |
| Installation of Post Tension Rods & Torqued | X | | | |
| Construction of Pilasters | X | | | |
| Placement of Grout & Caps | X | | | |
| Entry Portals | | | X | Deferred - To be Installed with Landscape Plans |
| Construction of footings/foundation | | | | |
| Placement of rebar | | | | |
| Construction of stem walls | | | | |
| Construction of Portal Structure | | | | |
| Construction of Entry Plaza | | | | |
| MISCELLANEOUS | | | | |
| Survey Monuments Installed | X | | | |
| Delivery of extra poles & lights per Subdivision Agreement | | X | | Poles are to be arriving within the next 4 weeks |
| ADMINISTRATION | | | | |
| Submittal of AS-BUILT Plans | | X | | Civil, Joint Trench, Landscape, Cathodic and other. |
| Development Improvements (MHCSD per Anthony D.) | | X | | |
| Letter Requesting Acceptance from Developers | X | | | |
| Letter of Acceptance to MHCSD from Harris | X | | | |



April 30, 2018

Mr. Nader Shareghi, PE
Public Works Director
Mountain House Community Services District
230 South Sterling Drive, Suite 100
Mountain House, CA 95391

Re: Neighborhood D, Tract 3848 – Acceptance of Work Recommendation with Exceptions

Dear Mr. Shareghi,

Harris & Associates has performed the final inspection of the civil improvements in Neighborhood D, Tract 3848. The improvements are complete with the exception of the items listed below. All other punch list item work is complete and appear to be in compliance with the Mountain House Community Service District (MHCSD) Standards and the approved plans. See attached spreadsheet for a complete summary.

Please note, the following exceptions shall not be a part of this acceptance recommendation. This work has been deferred and will be completed by Mountain House Developers (MHD), LLC at a later date:

- Slurry Seal of Tract 3848.
- Inspection / repairs of all concrete flatwork, landscaping and irrigation. This work is deferred because of the high home building activity currently in progress.
- Placement of final thermo-plastic striping.
- Installation of NO DUMPING Button Labels
- Programming of Street Lights
- Provide spare street lights & spare street sign posts as per the Subdivision Improvement Agreement.
- AS-BUILT drawings for civil improvements, joint trenching, landscaping and other plans as determined by the MHCSD.

Therefore, I recommend that Tract 3848 be considered for partial acceptance by Mountain House Community Services District.

We at Harris & Associates appreciate the opportunity of serving you and look forward to many more successful completions within the Mountain House Development.

Sincerely,

A handwritten signature in blue ink that reads "Roman Michael Duarte".

HARRIS & ASSOCIATES, INC.

Roman Michael Duarte, PE

Resident Engineer

cc: Dave Sargent, Development Manager-MHD, Lisa Mikelonis, PM-LJ Consultants, Vince Graziano, PM-Teichert Construction

MOUNTAIN HOUSE CSD ACCEPTANCE CHECK LIST

Prepared By: HARRIS & ASSOCIATES

NEIGHBORHOOD: Cordes (D)

TRACT/ PROJECT: 3848

Date: April 26, 2018

| DESCRIPTION | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|--|
| CIVIL IMPROVEMENTS | | | | |
| Concrete Flatwork | | | | All Remove / Replace concrete flatwork is DEFERRED until all home building activities have been completed. |
| Sidewalks installed / Removed - Replaced | X | | | |
| Curb & Gutters installed / Removed - Replaced | X | | | |
| Driveways installed / Removed - Replaced | X | | | |
| Paseo sidewalks installed / Removed - Replaced | | | X | To be Installed per the Landscape Plans |
| Asphalt Concrete Pavement (Type PG 64-10) | | | | |
| Slurry Sealed | | X | | Deferred |
| Top Lift (1/2" - 1.5") | X | | | |
| Bottom Lift (3/4" - 2.5") | X | | | |
| Base Material (compaction / proof rolled) | X | | | |
| Pipeline Misc. (Sewer, Storm Drain, Water) | | | | |
| Manholes located / raised / grouted | X | | | |
| Drainage Inlets installed / grouted | X | | | |
| Valves (Water, AR, BO, & TBO) Installed | X | | | |
| Field Inlets installed / grouted | X | | | |
| Cathodic Protection Installed / operating | X | | | |
| Fire Hydrants installed | X | | | |
| Catch Basin SW Filters Installed | X | | | |
| "NO DUMPING" Button Labels Installed | | X | | Deferred |
| Pipe Testing: | | | | |
| Sanitary Sewer - Air Pressure Test & Video | X | | | |
| Storm Drain - Air Pressure Test & Video | X | | | |
| Water - 120 psi Hydrostatic Test & Bact T Test | X | | | |
| ELECTRICAL IMPROVEMENTS | | | | |
| Street Lights | | | | |
| Signal Lights | | | X | |
| Pole & Lamps installed | X | | | |
| Electrical Boxes installed | X | | | |
| Wiring complete | X | | | |
| Concrete House Keeping Pad / Grout | X | | | |
| Identification number labels on poles | X | | | |
| Programmed & Energized | X | X | | Programming needs to be performed |
| TRAFFIC IMPROVEMENTS | | | | |
| Signs & Striping | | | | |
| Traffic Delineation Stripes | X | | | |
| Temporary Striping | X | | | |
| Thermo-Plastic Striping | | X | | Deferred |
| Traffic Signs installed | X | | | |
| Street Name signs installed | X | | | |
| Poles / Brackets | X | | | |
| Fire Hydrant Markers Installed | X | | | |
| Island Markers Installed | | | X | |
| LANDSCAPE IMPROVEMENTS | | | | |
| Refer to Landscape Inspection Spreadsheet | | | X | |
| Soundwalls | | | | |
| Construction of Footings | X | | | |
| Placement of Rebar | X | | | |
| Placement of Blocks | X | | | |
| Installation of Post Tension Rods & Torqued | X | | | |
| Construction of Pilasters | X | | | |
| Placement of Grout & Caps | X | | | |
| Entry Portals | | | | Prosperity - East Side |
| Construction of footings/foundation | | | X | To be Installed with the Landscape Plans |
| Placement of rebar | | | X | |
| Construction of stem walls | | | X | |
| Construction of Portal Structure | | | X | |
| Construction of Entry Plaza | | | X | |
| MISCELLANEOUS | | | | |
| Survey Monuments Installed | X | | | |
| Delivery of extra poles & lights per Subdivision Agreement | | X | | Should be arriving within the next 4 weeks |
| ADMINISTRATION | | | | |
| Submittal of AS-BUILT Plans | | X | | Civil, Joint Trench, Landscape, Cathodic Protection and other. |
| Development Improvements (MHCSD per Anthony D.) | | X | | |
| Letter Requesting Acceptance from Developers | X | | | |
| Letter of Acceptance to MHCSD from Harris | X | | | |

Exhibit K

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3925 [TOWN CENTER PHASE
I]

**PARTIAL OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

Town Center Infrastructure Phase 1 – Main Street (from Central Parkway to Providence Street) and
Providence Street (from Main Street to Vivaldi Street), Water Facilities, Sanitary Sewer Facilities, Storm
Drain Facilities, Joint Trench Facilities, Concrete, Asphalt, Street Lights and Street Signage.
(Final Map No. 3925)
Town Center

This offer of Dedication and Dedication Agreement (“Agreement”), dated March 10, 2020, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and MOUNTAIN HOUSE DEVELOPERS, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District are parties to that certain Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000, which was partially assigned by MHD’s predecessor to MHD. The MARA details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The Tentative Subdivision Map for the Mountain House Town Center contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter dated March 9, 2015 for Mountain House Town Center (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval, MHD has constructed and is offering for dedication the Improvements described herein to serve the Town Center.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement. With the exception of those certain "Deferred Work" items described in Section 15 of this Agreement, District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
- District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction and on file with the District and incorporated herein by reference, including that the Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one-year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement. By virtue of this acceptance, the District will own the real property upon which the Improvements were constructed, since MHD had dedicated the land on the final map and the District had accepted it subject to improvement.

15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work item shown on Exhibit B as soon as commercially reasonable, in each case pursuant to the terms of the Plans and Specifications.

Signatures Continue on the following Page

"MHD"

Mountain House Developers, LLC
a Delaware limited liability company

By: Land Management Company, LLC,
a California limited liability company
Its: Sole Member

By: Resmark Equity Partners VI, LLC,
a Delaware limited liability company
Its: Authorized Agent

By: 
Peter Bridges
Its: Authorized Signatory

"DISTRICT"

Mountain House Community Services District

By: 

Name: Steven J. Pinkerton

Its: General Manager

APPROVED AS TO FORM:

By: 

Name: John Bakker

Its: Interim District Counsel

Exhibit "A"

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3925**

Improvements located within Main Street from Central Parkway to Providence Street and Providence Street from Main Street to Vivaldi Street:

- 1) Storm drain facilities, water, sewer and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Town Center Infrastructure Phase 1 Improvement Plans dated October 22, 2018, Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Town Center Phase 1 Joint Trench and Street Light Plans dated May 2018 all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated December 26, 2018, as amended with Change Orders 1 through 6 with a final estimated cost of \$4,756,895.77. with the exception of the deferred items on the attached list, Exhibit "B".

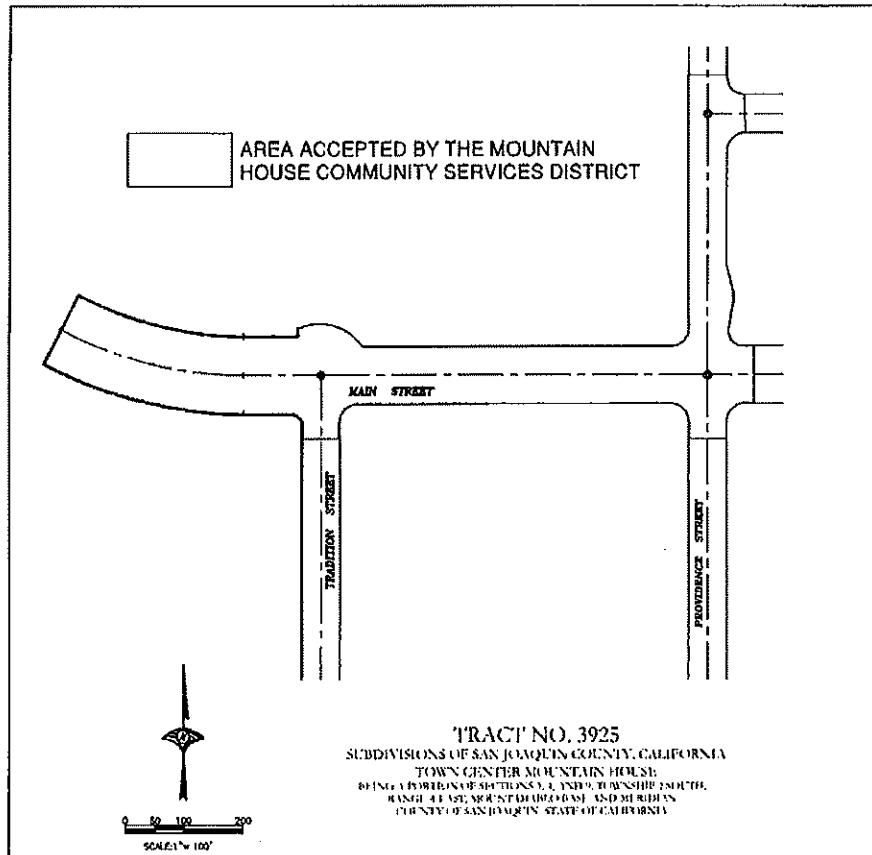


Exhibit 'B'
Description of Deferred Work Items

| Item | Description | Amount | Estimated Completion |
|----------------------------|--|---------------|----------------------|
| 1 | Slurry per MHCSD Specifications | \$ 24,325.00 | 2022 Q3 |
| 2 | Install Thermoplastic Striping | \$ 10,000.00 | 2022 Q3 |
| 3 | Landscape - Median Island and Planter Areas Along Main Street and Providence Street | \$ 443,300.00 | 2021 Q2 |
| 4 | Traffic Circle Improvements at Main Street and Tradition Street - Per MHCSD Standard Detail SC-19. | \$ 12,584.00 | 2021 Q1 |
| 5 | Wayfinding Signs | \$ 5,000.00 | 2022 Q3 |
| 6 | Spare Street Lights (1 per 15) & Street Name Signs per Off-Site Improvement Agreement | | 2020 Q4 |
| 6A | 55w\35w LED = 4 Total | \$ 17,975.00 | |
| 6B | 72w\35w LED = 18 Total | \$ 35,950.00 | |
| 6c | 35W Post Top Electrolies | \$ 8,785.00 | |
| 6d | Street Name Signs, posts, brackets per Improvement Agreement | \$ 2,500.00 | |
| 7 | Record Drawings - Civil and Joint Trench | \$ 5,000.00 | 2020 Q4 |
| 8 | Punch List Items Noted Below - Only those not per Standards | \$ 20,000.00 | 2020 Q2 |
| TOTAL \$ 585,419.00 | | | |

| | | |
|------|--|---|
| PL1 | NW corner of Providence and Vivaldi. Missing sidewalk not per plans. | |
| PL2 | SW corner of Providence and Vivaldi. Hairline cracks. Chipped concrete. | |
| PL3 | Providence between Vivaldi and Main on east side, bark mulch covering roadway, sidewalk, and curb/gutter. Could not inspect. | |
| PL4 | Extend maintenance pad approximately 6" at the SL on Providence - just south of the entry to the secured parking area to the TH. | |
| PL5 | Adjust gas valve cover. It is near the pedestrian gate near the TH (town hall) enclosed parking lot. | |
| PL6 | (General comment) Catch basin screens missing. | |
| PL7 | On east side of Providence, north of Main and Providence, touch up the red paint. | |
| PL8 | At CB #7, there are missing expansion joints. Hairline cracks. | * |
| PL9 | At the SE corner of Main and Providence, there is chipped concrete. | |
| PL10 | At the SW corner of Main and Providence, there is chipped concrete. | |
| PL11 | At the NW corner of Main and Providence, there is a cracked gutter pan. | * |
| PL12 | On the north side of the Main St TH entrance, 3 parking spots west of the Main St and Providence St intersection, there is a cracked gutter pan. | * |
| PL13 | On the Main St driveway, there is a cracked gutter pan. | * |
| PL14 | West of CB #12, there is a cracked gutter pan. | * |
| PL15 | At the first tree well west of Main St driveway on the north side, there is cracked concrete. | * |
| PL16 | At roughly S7+50 on the north side of Main St, there is a cracked valley gutter. | * |
| PL17 | On SL #T020, the T label is missing. | |
| PL18 | West of the traffic circle, on the north side, there is a cracked valley gutter on the angled parking bay. (Near SL #T009 and SL #T010) | * |
| PL19 | On north side of Main St from start of new sidewalk to east of the traffic circle's handicap spot, there is cracked concrete. | * |
| PL20 | East of SL #T001, on the north side of Main St, there is chipped concrete. | |
| PL21 | On the east side of Central and Main, the R4-7 and OM2-1H signs are missing. | |
| PL22 | (General comment) All street name signs need to be stacked correctly per Detail SG.01A. | |
| PL23 | South of Main and Central on Main St, the CB (catch basin) has chipped concrete. | |
| PL24 | On the south side of Main St at the concrete color transition, the sidewalk is chipped. | |
| PL25 | West of SL #T004, there is chipped curb concrete. | |

Exhibit 'B'
Description of Deferred Work Items

| | | |
|------|---|---|
| PL26 | On the south side of Main St, west of SL #T007 on the driveway and gutter pan there is chipped concrete. | |
| PL27 | Near SL #T011, next to the angled parking there is chipped concrete. | |
| PL28 | (General comment) Color inconsistency on sidewalk. | * |
| PL29 | West of the traffic circle, on the south side of Main St, next to the handicap ramp, the concrete gap needs to be filled. | |
| PL30 | South of the traffic circle, west of the handicap ramp there is chipped concrete and a chipped gutter pan. | * |
| PL31 | On the south side of Main St, south of the town hall entrance there is bark mulch covering the roadway and gutter pan. These areas were not able to be inspected. | |
| PL32 | South of the town hall entrance on Main St, chip at expansion joint. | * |
| PL33 | On the south side of Main St, near the town hall entrance, there is bark mulch in the inlet | |
| PL34 | (General comment) Missing "T" SL (street light) #'s. It should be like "T001" and not "001". | |
| PL35 | On the south side of Main St, just west of Providence St at the first angled handicap parking spot next to the street light, fix sign post pole. | |
| PL36 | Dim street lights need to be repaired. | |
| PL37 | Street light WiSCAPE needs to be programmed. | |
| * | Those items with the (*) are hairline cracks that will be monitored in the Warrenty Period | |

Exhibit L

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3925 [TOWN CENTER PHASE
II]

**OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

Town Center Infrastructure Phase 2 – Providence Street (from Vivaldi Street to Giotto Street) and Giotto Street (from Providence Street to Central Parkway), Water Facilities, Sanitary Sewer Facilities, Storm Drain Facilities, Joint Trench Facilities, Concrete, Asphalt, Street Lights and Street Signage.
(Final Map No. 3925)
Town Center

This offer of Dedication and Dedication Agreement (“Agreement”), dated _____, 2020, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and MOUNTAIN House Developers, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District are parties to that certain Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000, which was partially assigned by MHD’s predecessor to MHD. The MARA details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The Tentative Subdivision Map for the Mountain House Town Center contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter for Mountain House Town Center (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval, MHD has constructed and is offering for dedication the Improvements described herein to serve Town Center and agreeing to complete certain deferred improvements depicted and described in Exhibit B.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the “Improvements”).
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD’s right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PRA-3. Excepting the Deferred Work Items described in Section 15, District hereby finds that the Improvements have been fully inspected and reviewed and found to be “complete and operational” within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Taxes.** Taxes and assessments shall be prorated as of the date of acceptance by the District.
6. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and St. Francis Electric and on file with the District and incorporated herein by reference, including that the Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one-year warranty on all items of work from the date of acceptance of the Offer of Dedication.
7. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.
8. **Interpretation.** This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

9. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

10. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

11. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

12. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement.

14. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work Item shown on Exhibit B as soon as commercially reasonable, in each case pursuant to the MHCSD Standards as applicable for the type of work associated with each item.

Signatures Continue on the following Page

“MHD”

Mountain House Developers, LLC,
a Delaware limited liability company

By: Land Management Company, LLC,
a California limited liability company
Its: Sole Member

By: Resmark Equity Partners VI, LLC,
a Delaware limited liability company

Its: Authorized Agent

DocuSigned by:

By: Peter Bridges

Name: QP52ED56QD5412, Peter Bridges, Authorized Signatory

“DISTRICT”

Mountain House Community Services District

DocuSigned by:
By: Steve Pinkerton
4DAD8C075F124D08...

Name: Steven J Pinkerton

Its: General Manager

APPROVED AS TO FORM:

DocuSigned by:
By: JB
4D33BDE7E6D8453...

Name: John Bakker

Its: Interim District Counsel

Exhibit A

DESCRIPTION OF ASSETS TRANSFERRED

MOUNTAIN HOUSE IMPROVEMENTS

Improvements located within Providence Street from Vivaldi Street to Giotto Street and Giotto Street from Providence Street to Central Parkway:

- 1) Storm drain facilities, water, sewer and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Town Center Infrastructure Phase 2 Improvement Plans dated February 25, 2019 with a final estimated cost of \$978,382The location of the Improvements is shown on the following page.
- 2) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Town Center Joint Trench and Street Light Plans dated November 2018 with a final estimated cost of \$476,970.

Exhibit "A"

Town Center Infrastructure Phase 2 – Providence Street (from Vivaldi Street to Giotto Street) and Giotto Street (from Providence Street to Central Parkway)



VICINITY MAP

NOT TO SCALE



LOCATION MAP

NOT TO SCALE

EXHIBIT B

Description of Deferred Work Items

| Item | Description | Amount | Estimated Completion |
|------|---|---------------|----------------------|
| 1 | Slurry per MHCSD Specifications | \$ 20,000.00 | 2021 Q3 |
| 2 | Install Thermoplastic Striping | \$ 10,000.00 | 2021 Q3 |
| 3 | Landscaping | \$ 323,000.00 | 2021 Q2 |
| 4 | Wayfinding Signs | \$ 5,000.00 | 2022 Q3 |
| 5 | Spare Street Lights (1 per 15) & Street Name Signs per Off-Site Agreement | \$ 23,000.00 | 2021 Q2 |
| 6a | Civil As-Builts | \$ 2,000.00 | 2020 Q4 |
| 6b | JT As-Builts | \$ 2,000.00 | 2020 Q4 |
| 6c | Landscape As-Builts | \$ 2,000.00 | 2021 Q2 |
| | Total | \$ 387,000.00 | |

Exhibit M

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3925 [RAPHAEL STREET]

**PARTIAL OFFER OF DEDICATION
AND
DEDICATION AGREEMENT**

Town Center Infrastructure Phase 3 – Raphael Street (from approximately three hundred feet south of Grand Avenue to Byron Road), Water Facilities, Sanitary Sewer Facilities, Storm Drain Facilities, Joint Trench Facilities, Concrete, Asphalt, Street Lights and Street Signage.

(Final Map No. 3925)

Town Center

This offer of Dedication and Dedication Agreement (“Agreement”), dated 2/9/2021, 2020, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and MOUNTAIN HOUSE DEVELOPERS, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District are parties to that certain Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000, which was partially assigned by MHD’s predecessor to MHD. The MARA details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The Tentative Subdivision Map for the Mountain House Town Center contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter dated March 9, 2015 for Mountain House Town Center (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval, MHD has constructed and is offering for dedication the Improvements described herein to serve the Town Center.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement. With the exception of those certain "Deferred Work" items described in Section 15 of this Agreement, District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Indemnification.** MHD agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of MHD arising out of the acts or omissions of MHD, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
- District agrees to defend, indemnify and hold harmless MHD, its officers, agents, employees and volunteers for any and all liability related to the Improvements to the extent caused by the negligence or willful act of District arising out of the acts or omissions of District, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto.
6. **Taxes.** Taxes and assessments shall be prorated as of the date of acceptance by the District.
7. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction and on file with the District and incorporated herein by reference, including that the Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one-year warranty on all items of work from the date of acceptance of the Offer of Dedication.
8. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and

control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.

9. Interpretation. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.

10. Inurement. This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

11. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

12. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

13. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement. By virtue of this acceptance, the District will own the real property upon which the Improvements were constructed, since MHD had dedicated the land on the final map and the District had accepted it subject to improvement.

15. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work item shown on Exhibit B as soon as commercially reasonable, in each case pursuant to the terms of the Plans and Specifications.

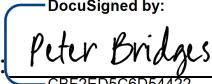
Signatures Continue on the following Page

“MHD”

Mountain House Developers, LLC
a Delaware limited liability company

By: Land Management Company, LLC,
a California limited liability company
Its: Sole Member

By: Resmark Equity Partners VI, LLC,
a Delaware limited liability company
Its: Authorized Agent

By: 
Peter Bridges
Peter Bridges
Its: Authorized Signatory

“DISTRICT”

Mountain House Community Services District

By: 
Steve Pinkerton
4DAB8C075F124D8...

Name: Steven J. Pinkerton

Its: General Manager

APPROVED AS TO FORM:

By: 
John Bakker
4D33BDE7E6D8453...

Name: John Bakker

Its: Interim District Counsel

Exhibit "A"

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3925**

Improvements located within Raphael Street from Grand Avenue to Byron Road:

- 1) Storm drain facilities, water, sewer and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Town Center Raphael Street Improvement Plans dated September 2019, Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Town Center Raphael Street Joint Trench and Street Light Plans dated October 2017 all as described in the applicable sections of the construction agreement between Mountain House Developers, LLC and Teichert Construction for the construction of the improvements dated October 3, 2019, with a final estimated cost of \$895,268 with the exception of the deferred items on the attached list, Exhibit "B".

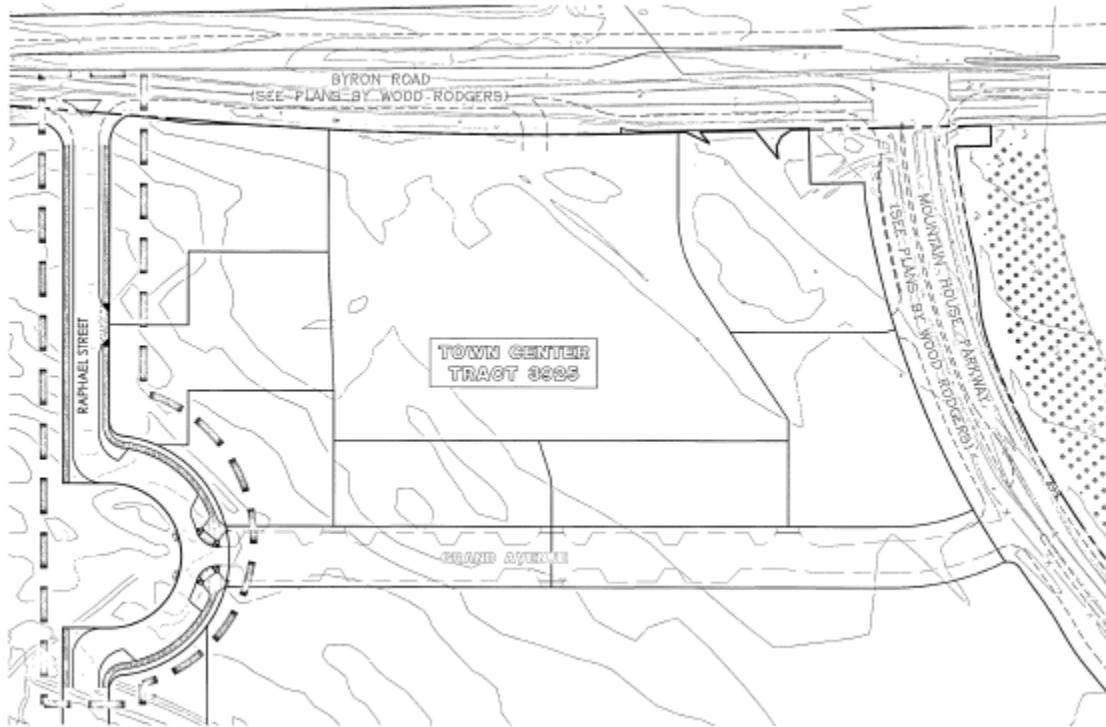


EXHIBIT B
Description of Deferred Work Items

| Item | Description | Amount | Estimated Completion |
|------|---|-----------|----------------------|
| 1 | Slurry per MHCSD Specifications | \$12,500 | Q3 2021 |
| 2 | Install Thermoplastic Striping | \$7,000 | Q3 2021 |
| 3 | Landscape | \$100,500 | Q1 2022 |
| 4 | Spare Street Lights (1 per 15) & Spare Street Name Signs per Off Site Improvement Agreement | \$13,500 | Q3 2021 |
| 5a | Civil As-Builts | \$2,000 | Q1 2021 |
| 5b | Joint Trench As-Builts | \$2,000 | Q1 2021 |
| 5c | Landscape As-Builts | \$2,000 | Q1 2022 |
| | Total | \$139,500 | |

Exhibit N

OFFER OF DEDICATION AGREEMENT - FINAL MAP TRACT NO. 3925 [GRAND AVE.]

OFFER OF DEDICATION AND DEDICATION AGREEMENT

Town Center Infrastructure Phase 3 – Grand Avenue, Water Facilities, Sanitary Sewer Facilities, Storm
Drain Facilities, Joint Trench Facilities, Concrete, Asphalt, Street Lights and Street Signage.
(Final Map No. 3925)
Town Center

This offer of Dedication and Dedication Agreement (“Agreement”), dated 3/23/2021, 2021, is entered into by and between MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (“District”) and MOUNTAIN HOUSE DEVELOPERS, LLC, a Delaware limited liability company (“MHD”).

Recitals

A. MHD and the District are parties to that certain Master Acquisition and Reimbursement Agreement (“MARA”) dated August 22, 2000, which was partially assigned by MHD’s predecessor to MHD. The MARA details the terms and conditions under which MHD may provide funding and seek reimbursement for the design and construction of infrastructure facilities to serve the Mountain House Community.

B. The Tentative Subdivision Map for the Mountain House Town Center contains a number of Conditions of Approval (“Conditions of Approval”) that must be satisfied prior to the issuance of building permits.

C. The District issued a Will Serve Letter dated March 9, 2015 for Mountain House Town Center (“Will Serve Letter”) that requires the construction and dedication of certain public facilities including the water treatment plant; wastewater treatment and storm water facilities, and related collection, storage and distribution lines and facilities; and certain roadway arterials, collectors and landscaping.

D. To satisfy the terms and conditions of the Conditions of Approval, MHD has constructed and is offering for dedication the Improvements described herein to serve the Town Center.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement.
2. **Offer of Dedication.** MHD hereby offers for dedication the Improvements described in more detail in Exhibit A, attached hereto and incorporated herein (the "Improvements").
3. **Conditions of Dedication.** MHD hereby gives, grants, bargains, sells, transfers, assigns, conveys, and delivers to District, all of MHD's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Improvements, including, without limitation: (i) all plans, specifications, maps, drawings and other renderings relating to the Improvements; and (ii) all warranties, claims and any similar rights relating to and benefiting the Improvements or the assets transferred hereby.
4. **Operation and Maintenance.** District hereby assumes total responsibility for the operation and maintenance of the Improvements, pursuant to the provisions of PAA-2 and PRA-3, and agrees that the Exhibit B to PAA-2 and PRA-3 – Conditions of Approval have been satisfied for the Improvements that are the subject of this Agreement. With the exception of those certain "Deferred Work" items described in Section 14 of this Agreement, District hereby asserts that the Improvements have been fully inspected and reviewed and found to be "complete and operational" within the required performance standards as defined in the MHCSD Standard Specifications & Details and other requirements and are ready for public use.
5. **Taxes.** Taxes and assessments shall be prorated as of the date of acceptance by the District.
6. **Warranties.** MHD hereby assigns all warranties and covenants contained in the Construction Agreement between MHD and Teichert Construction and on file with the District and incorporated herein by reference, including that the Contractor agrees to correct all work performed which proves to be defective in workmanship and materials within a period of one year from acquisition of the work by the ultimate public entity end user. MHD disclaims any warranty of any kind, unless otherwise required by California law or specified in this Agreement or the Construction Agreements. MHD shall provide a one-year warranty on all items of work from the date of acceptance of the Offer of Dedication.
7. **Additional Documentation.** MHD hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to District, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other reasonable acts which District, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the title rights of District, its nominees, successors and/or assigns in, all the assets of MHD intended to be transferred and assigned hereby.
8. **Interpretation.** This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. Captions are for convenience and shall not be used in construing meaning.
9. **Inurement.** This Agreement and its terms shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, permitted assigns, and other successors in interest.

10. Attorney's Fees. Should any action be filed to interpret, enforce the performance or any term or condition of this Agreement, or to recover damages for the breach of this Agreement, as between District and MHD, the prevailing party therein shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing. The prevailing party shall be the party who is entitled to costs of suit.

11. Survivability. This Agreement shall be continuous and shall survive the acceptance of the Offer of Dedication and the receipt of consideration.

12. Severability. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. Acceptance of Offer of Dedication. In signing this Agreement, District accepts MHD's Offer of Dedication of the Improvements subject to the terms of this Agreement. This offer of dedication is contingent upon the recording of the grant deed from MHD dedicating the right-of-way of Grand Avenue.

14. Deferred Work Items. MHD shall complete, or cause to be completed, each Deferred Work item shown on Exhibit B as soon as commercially reasonable, in each case pursuant to the terms of the Plans and Specifications.

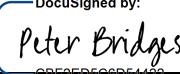
Signatures Continue on the following Page

“MHD”

Mountain House Developers, LLC
a Delaware limited liability company

By: Land Management Company, LLC,
a California limited liability company
Its: Sole Member

By: Resmark Equity Partners VI, LLC,
a Delaware limited liability company
Its: Authorized Agent

By: 
Peter Bridges

Peter Bridges
Its: Authorized Signatory

“DISTRICT”

Mountain House Community Services District

By: 
Steve Pinkerton

4DAD80075F124D9...

Name: Steven J. Pinkerton
Its: General Manager

APPROVED AS TO FORM:

By: 
John Bakker

4D33BDE7E6D8453...

Name: John Bakker
Its: Interim District Counsel

Exhibit "A"

**DESCRIPTION OF ASSETS TRANSFERRED
MOUNTAIN HOUSE IMPROVEMENTS
WITHIN TRACT 3925**

Improvements located within Grand Avenue:

- 1) Storm drain facilities, water, sewer and roadway facilities, as shown on the Mountain House Community Services District approved Mountain House Town Center Grand Avenue Improvement Plans dated September 2019 with an estimated final cost of \$1,375,758.
- 2) Joint trench and street light facilities as shown on the Mountain House Community Services District approved Mountain House Town Center Grand Avenue Joint Trench and Street Light Plans dated October 2017 with a final estimated cost of \$414,400.

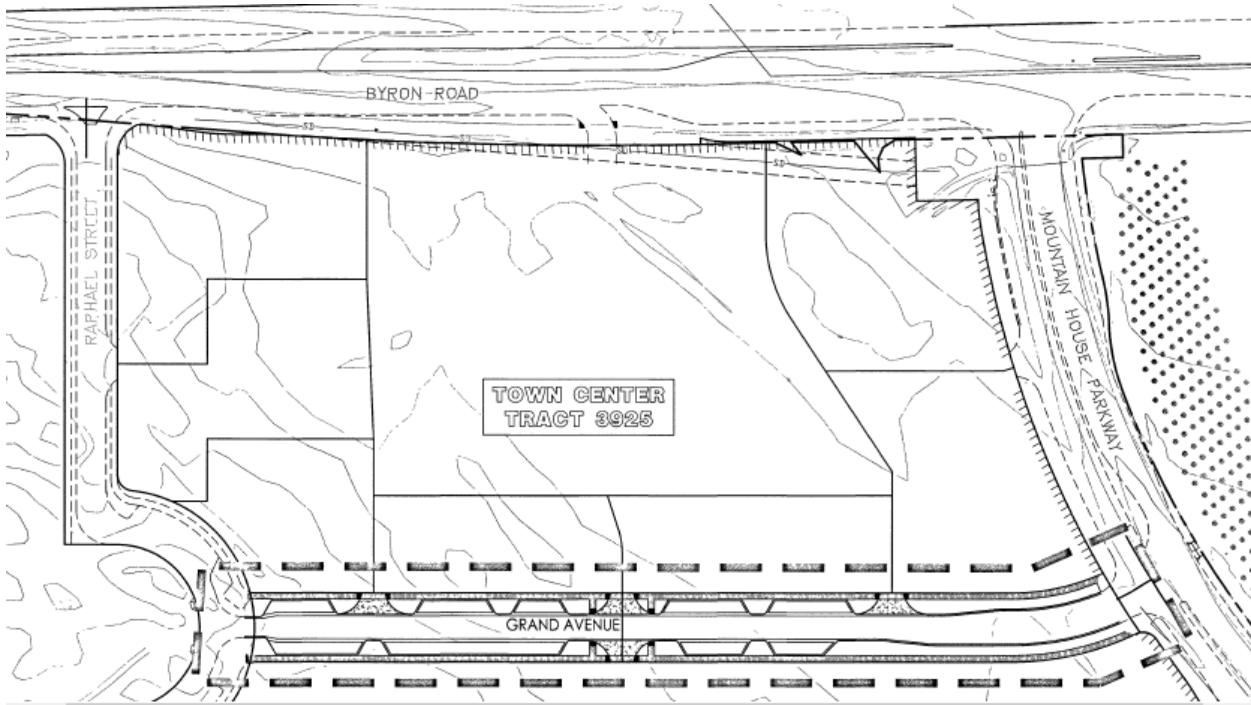


EXHIBIT B

Description of Deferred Work Items

| Item | Description | Amount | Estimated Completion |
|------|---|-----------|----------------------|
| 1 | Slurry per MHCSD Specifications | \$12,500 | Q3 2021 |
| 2 | Install Thermoplastic Striping | \$7,000 | Q3 2021 |
| 3 | Landscape | \$100,500 | Q1 2022 |
| 4a | Civil As-Builts | \$2,000 | Q1 2021 |
| 4b | Joint Trench As-Builts | \$2,000 | Q1 2021 |
| 4c | Landscape As-Builts | \$2,000 | Q1 2022 |
| 5 | Remove Water Meter and Backflow (RFI-TC-0568-003) | \$10,000 | Q1 2021 |
| | Total | \$139,500 | |