

RESOLUTION NO. 2001-54

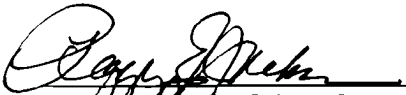
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION AGREEMENT
BETWEEN THE CITY OF ELK GROVE AND WESTERN PACIFIC HOUSING-
FIELDSTONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY
FOR FIELDSTONE UNIT NO. 3-A**

BE IT RESOLVED AND ORDERED that the Mayor be and is hereby authorized and directed to execute an agreement on behalf of the City of Elk Grove in connection with **Western Pacific Housing-Fieldstone, LLC, a Delaware Limited Liability Company** and the subdivision designated as **Fieldstone Unit No. 3-A** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.


PASSED AND ADOPTED by the City Council of the City of Elk Grove on this 1st day of August, 2001.


MICHAEL P. LEARY, MAYOR
CITY OF ELK GROVE

ATTEST:

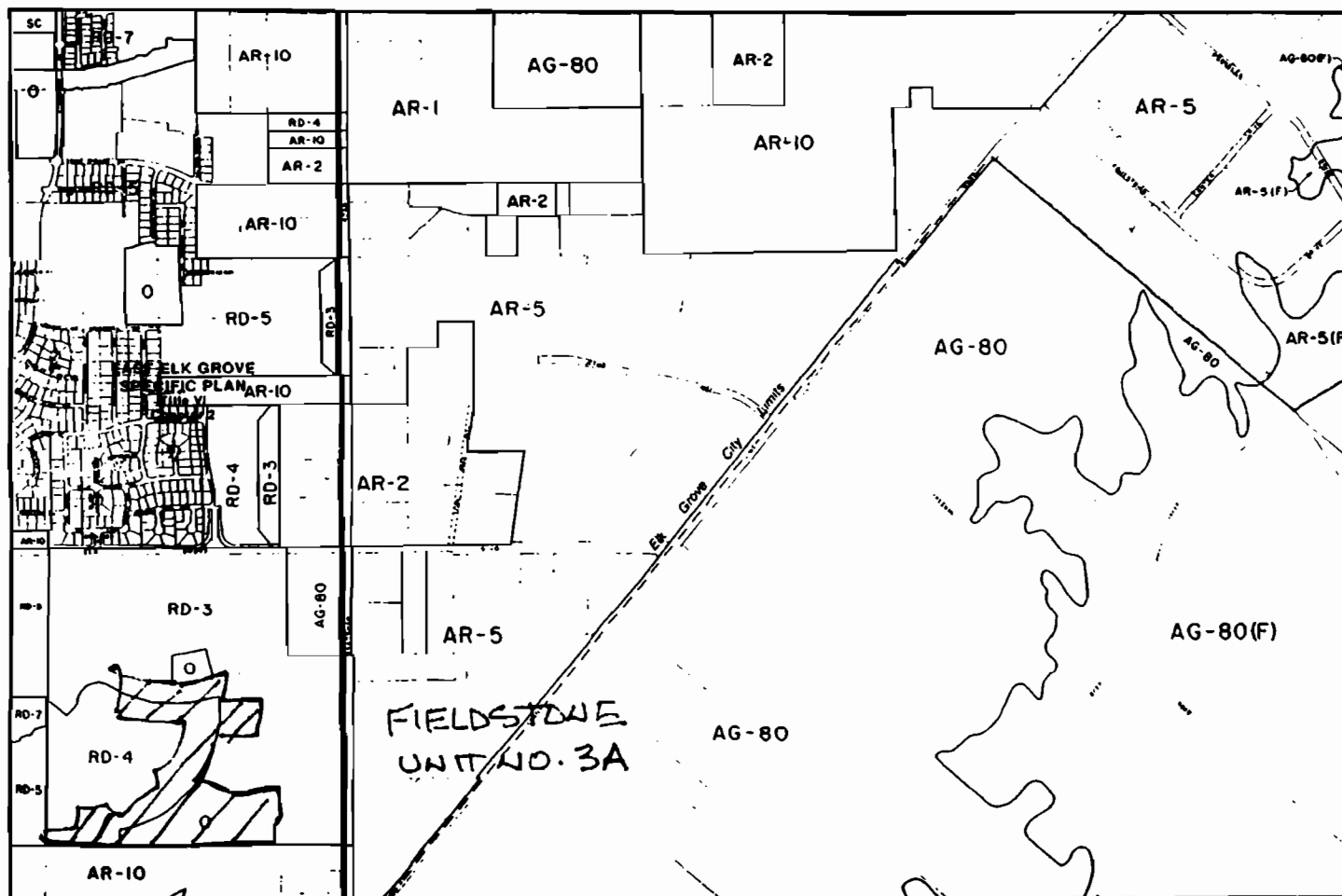

PEGGY JACKSON, CITY CLERK
CITY OF ELK GROVE

APPROVED AS TO FORM:


ANTHONY MANZANETTI,
CITY ATTORNEY
CITY OF ELK GROVE

AYES: Leary, Scherman, Cooper,
Briggs, Soares
NOES: None
ABSTAIN: None
ABSENT: None

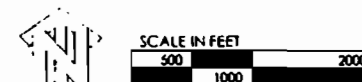
City of Elk Grove ZONING MAP



Zoning Map Sheet 13

zoning description	zoning description
Agricultural	
AG 20	Permanent agriculture - minimum 20 acres
AG 60	Permanent agriculture - minimum 60 acres
A 7	Medium Agriculture - minimum lot size 7 acres
A 19	Medium Agriculture - minimum lot size 19 acres
AE 1	Agricultural/Residential - minimum 1 acre
AE 7	Agricultural/Residential - minimum 7 acre
AE 5	Agricultural/Residential - minimum 5 acre
AE 19	Agricultural/Residential - minimum 19 acre
Residential	
RD 1	Single Family Residential
RD 2	Single Family Residential
RD 3	Single Family Residential
RD 4	Single Family Residential
RD 5	Single Family Residential
RD 7	Single Family Residential
RD 10	Single Family Residential
RD 15	Multiple Family Residential - maximum density 15 dwelling units
RD 20	Multiple Family Residential - maximum density 20 dwelling units
RM 1	Single Family Park
Commercial	
AC	Auto Commercial
BF	Business and Professional
CC	General Commercial
CC	Limited Commercial
CC	Shopping Center
CC	Light Commercial
Industrial	
M 1	Light Industrial
M 2	Heavy Industrial
MP	Industrial Office Park
Other	
O	Recreation
SP	Special Purpose Area
SP	Special Community Use
SP	Public Works Center

AMENDED	
Case Number	Date



MAP SHEET INDEX				
	1	2	3	4
5	6	7	8	9
10	11	12		14
15	16	17	18	
	19			

[illegible]

- [illegible]

10. DELTA UNITED LIMITED
A CALIFORNIA CORPORATION, INCORPORATED
IN CALIFORNIA
GENERAL MANAGER
11. DELTA UNITED LIMITED
A CALIFORNIA CORPORATION, INCORPORATED
IN CALIFORNIA
GENERAL MANAGER
12. DELTA UNITED LIMITED
A CALIFORNIA CORPORATION, INCORPORATED
IN CALIFORNIA
GENERAL MANAGER

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STATE OF CALIFORNIA } 35
COUNTY OF SACRAMENTO }

ON THE _____ DAY OF _____, 20____, BEFORE ME,
a duly qualified Public Notary Public in and for said said State, Pres-
ently residing _____,

I PERSONALLY KNOWN TO BE THE
PERSON WHOSE NAME IS ON THE NAME OF _____
WHEREIN THERE IS SET FORTH CERTAIN POWERS TO BE EXERCISED
BY HIM IN THE STATE OF CALIFORNIA, AND THAT
HE HAS IN EXERCISED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT
HE HAS SIGNED HIS NAME TO THE INSTRUMENT, OR THE COPY THEREOF,
WHICH THE PERSON ACTED EXECUTED THE INSTRUMENT.

WITNESSES MY HAND: _____
PRINTED NAME: _____
COUNTY OF: _____
MY COMMISSION EXPIRES: _____

STATE OF CALIFORNIA } ss
COUNTY OF SACRAMENTO }

ON the _____ day of _____ 19__ before me, _____ a Notary Public in and for said said State, personally appeared _____ known to be the _____ of _____ a person whose name has been furnished to me by _____ and who has acknowledged to me that he executed the foregoing instrument and that by his signature on the instrument the person, or the entity upon whom the person acted, executed the instrument.

Witness my hand _____
_____ at _____
County of _____
My commission expires _____

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS

ON THE _____ DAY OF _____ 200____, BEFORE ME,
A NOTARY PUBLIC IN AND FOR SAID SAID STATE, PRE-
SENTLY APPEARING _____

I PERSONALLY KNEW TO BE AN
EMANCIPATED PERSON, AND I AM
SIGNED TO THE AFFIDAVIT OF
EMANCIPATION OF THE PERSON
TO WHOM HE CREDITED THE SAME IN HIS OWN CAPACITY, AND THE
BY HIS SIGNATURE ON THE AFFIDAVIT OF THE PERSON, OR THE PARTY UPON
WHICH THE PERSON ACTED, CREDITED THE AFFIDAVIT.

WITNESS MY HAND: _____
PRINTED NAME: _____
COUNTY OF: _____
MY COMMISSION EXPIRES: _____

FIRST AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION AS TRUSTEE,
UNACKNOWLEDGED DEED OF TRUST RECORDED OCTOBER 3, 2000 IN BOOK 200010-03,
PAGE 1108, OFFICIAL RECORDS OF SACRAMENTO COUNTY.

STATE OF CALIFORNIA } SS
COUNTY OF SACRAMENTO }

ON THE ____ DAY OF _____, 2015, BEFORE ME,
a Notary Public in and for said State, personally appeared _____,
known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in the capacity of the undersigned capacity, and that he executed the same for the purposes and consideration therein expressed. He acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE ON _____ DAY OF _____, 2015.

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

DATE _____

CARL A. CASH BACA
P.O. BOX 5004
P.O. BOX 5004
P.O. BOX 5004

I HEREBY STATE THAT I HAVE EXAMINED THE MORMON MAP OF PALMSPRING, UTAH MAP 3A AND FOUND IT TO BE SUBSTANTIALLY THE SAME AS THE INFORMATION MAP PROVIDED BY THE BUREAU OF SUPERVISORS OF THE BUREAU OF LAND MANAGEMENT, UTAH AND THE BUREAU OF LAND MANAGEMENT, ARIZONA. THE INFORMATION MAPS AND THE MORMON MAPS ARE BOTH CORRECT. THE CITY OF PALMSPRING HAS BEEN CORRECTLY LOCATED AND THAT I AM Satisfied THAT SAID PLAT IS TECHNICALLY CORRECT.

CITY ENGINEER, CLAY CARPENTARY
CLAY CARPENTARY
SIGNATURE DATE _____
DATE: _____

I HEREBY STATE THAT THE COUNCIL OF THE CITY OF SLA BROOK HAS
 ORDERED THE ISSUING OF THE ABOVE MENTIONED LICENSE TO THE
 ABOVE NAMED PERSONS FOR THE PURPOSES OF THE SALE OF THE
 OF THE PUBLIC. ALL LICENSEE(S) AND BEAT-OF-TOWN BEING ISSUED
 AS THE PUBLIC BEING THE UNITED NATIONS WIN ART AND ALL APPEARANCES
 PERFORMANCE THEREIN SUBJECT TO THE APPROPRIATE THOSE.

CLERK OF THE CITY COUNCIL
 CITY OF SLA BROOK, CALIFORNIA
 DATE:

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF
SACRAMENTO COUNTY IN BOOK _____ OF PAGE _____ BY _____
_____ 2001, AT _____ HOURS, _____ MINUTES, _____
P.M. IN THE LEND FOLLOWING IN THE SACRAMENTO BEING VERIFIED AS TRUE
CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

RECORDED OF SACRAMENTO COUNTY
CLERK OF SAID COUNTY

VESTING MAP OF
FIELDSTONE UNIT NO. 3A

LOTS 148, 149, 152 AND
PORTIONS OF LOTS 150, 151 AND 153
OF FIFTH DISTRICT UNIT NO. 2, 2ND BLK. B
(CITY OF LBN. GROVE)
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

FOOD • FOODS INC.
2, 340 1st St., Evansville, IN 47711
Phone: (812) 344-7700

MAY 2001

Sheet 1 of 8

SECTION CORNER AS NOTED
1/4 CORNER AS NOTED
() MISSING DIMENSIONS PER 87 RES 24
O CANTONMENT POINT
O SET 1 1/4" L.
IN PER. 5/8" REBAR CAPTED U.S. 8084
SET 3/4" IRON PIPE W/PAVING U.S. 8084
ALL PUBLIC UTILITY EASEMENT
P.L. POSTHOLE EASEMENT
O. MINIMUM 2' CLEAR OF INTERSECTION

SET 8/8' REBAR CAPPED L.S. BARS AT ALL REAR LOT CORNERS AND ALL FRONT LOT CORNERS ON 1" SPACES. MAX L.S. BARS AT 18" PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS.

BANK ONE, ARIZONA, N.A., A NATIONAL BANKING ASSOCIATION AS TRUSTEE,
UNDER DEED OF TRUST INSTRUMENT DATED 2000 IN BOOK 20012-24,
PAGE 0832, OFFICIAL RECORDS OF SACRAMENTO COUNTY.

6

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO) ss.
ON THE ____ DAY OF _____, 2004, before me,
a Notary Public in and for said State, per-
sonally appeared _____,
known to me to be the same person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed; and that _____ is the owner of the premises therein described. The foregoing instrument is hereby acknowledged.

WITNESS MY HAND: _____
 PRINTED NAME: _____
 COUNTY OF: _____
 MY COMMISSION EXPIRES: _____

PURE AMERICAN WOLF COMPANY, AS INLITER. UNDER DEED OF TRUST RECORDED MARCH 18, 2001 IN BOOK 2001Q318, PAGE 1303 OFFICIAL RECORDS OF SACRAMENTO COUNTY.

6

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STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) SS

ON the ____ DAY OF _____, 200, BEFORE ME,

_____, a NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED,

_____ I PERSONALLY KNOW TO BE OF SOUND MIND AND SOUND MEMORY, AND I AM NOT AWARE OF ANY DISQUALIFICATION OR CHALLENGE TO BE PRESENTED AGAINST HIM. HE IS INTERESTED IN THE MATTER AND IS ENTITLED TO THE PROTECTION OF THE LAWS OF THE STATE OF CALIFORNIA. HE HAS BEEN ADVISED OF HIS RIGHTS AND OF THE CONSEQUENCES OF HIS ACTS. HE HAS SIGNED AND SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE HAS REQUESTED THAT I AFFIX MY SEAL AND SIGNATURE TO THE INSTRUMENT. I HAVE THEREFORE SIGNED AND AFFIXED MY SEAL TO THE INSTRUMENT, AND I HAVE DELIVERED THE INSTRUMENT TO HIM. WITNESS MY HAND AND SEAL OF OFFICE, AT SACRAMENTO, CALIFORNIA, ON THE ____ DAY OF _____, 200.

NOTARY PUBLIC

WITNESS MY HAND: _____
 PRINTED NAME: _____
 COUNTY OF: _____
 MY COMMISSION EXPIRES: _____

WEST AMERICAN TITLE COMPANY, AS TRUSTEE, UNDER DEED OF TRUST RECORDED
MARCH 18, 2001 IN BOOK 20010318, PAGE 1302 OFFICIAL RECORDS
OF SACRAMENTO COUNTY.

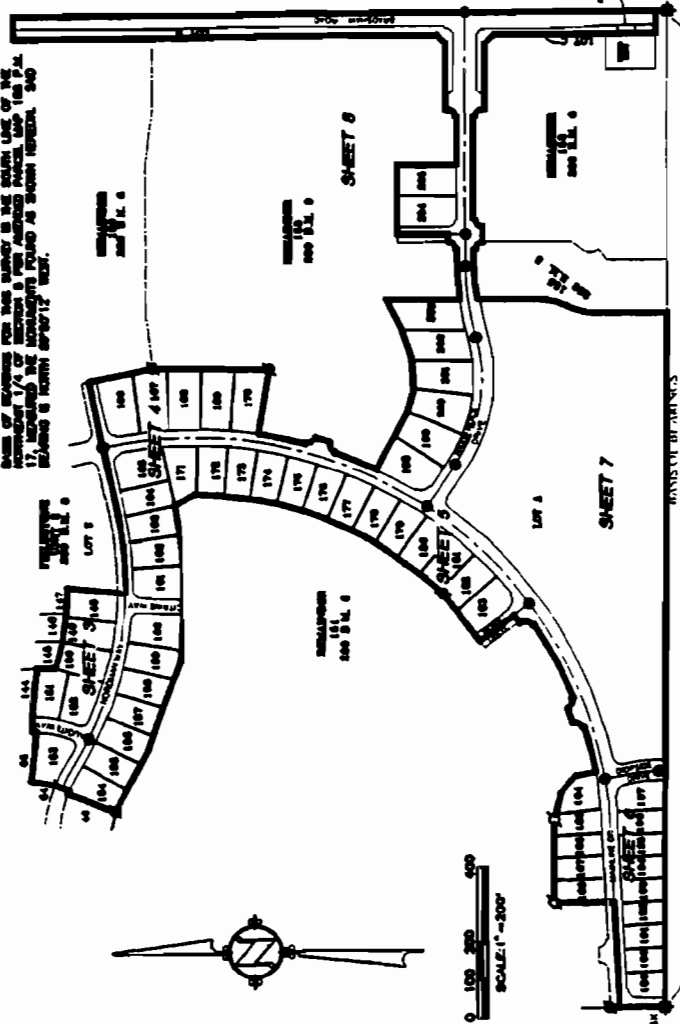
6

1. *Journal of the American Medical Association*, 1997; 277: 103-107.

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS
ON the _____ DAY OF _____ 200____, before me, _____, a Notary Public in and for said State, personally appeared _____, of _____, a _____, who is personally known to me, or whose identity is known to me by reason of my being a Notary Public, and who acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, and that he was the free and lawful owner of the same, and that he executed the same voluntarily.

WITNESS MY HAND _____
 PRINTED NAME _____
 COUNTY OF _____
 BY COMMISSIONER EXCISE: _____

SPACE OF SEVERALS FEET BENEATH IN THE SOUTH LANE OF THE
INTERSECTION 1/4 OF SECTION 8 FOR APPROX. PACE. MAP 108 P.M.
117, MEASURED THE MONUMENTS FOUND AS SOUTH HEREIN. 240
EASTING IS NORTH 89°47'12" WEST.



9. TOTAL AREA OF THIS SUBSECTION IS 32,294 ACRES GROSS.

- [illegible]

VESTING MAP OF FIELDSTONE UNIT NO. 3A

PORTIONS OF LOTS 150, 151 AND 153
OF TIDSTONE UNIT NO. 2, 280 HAZEL
CLIFF OR LILAC GROVE.

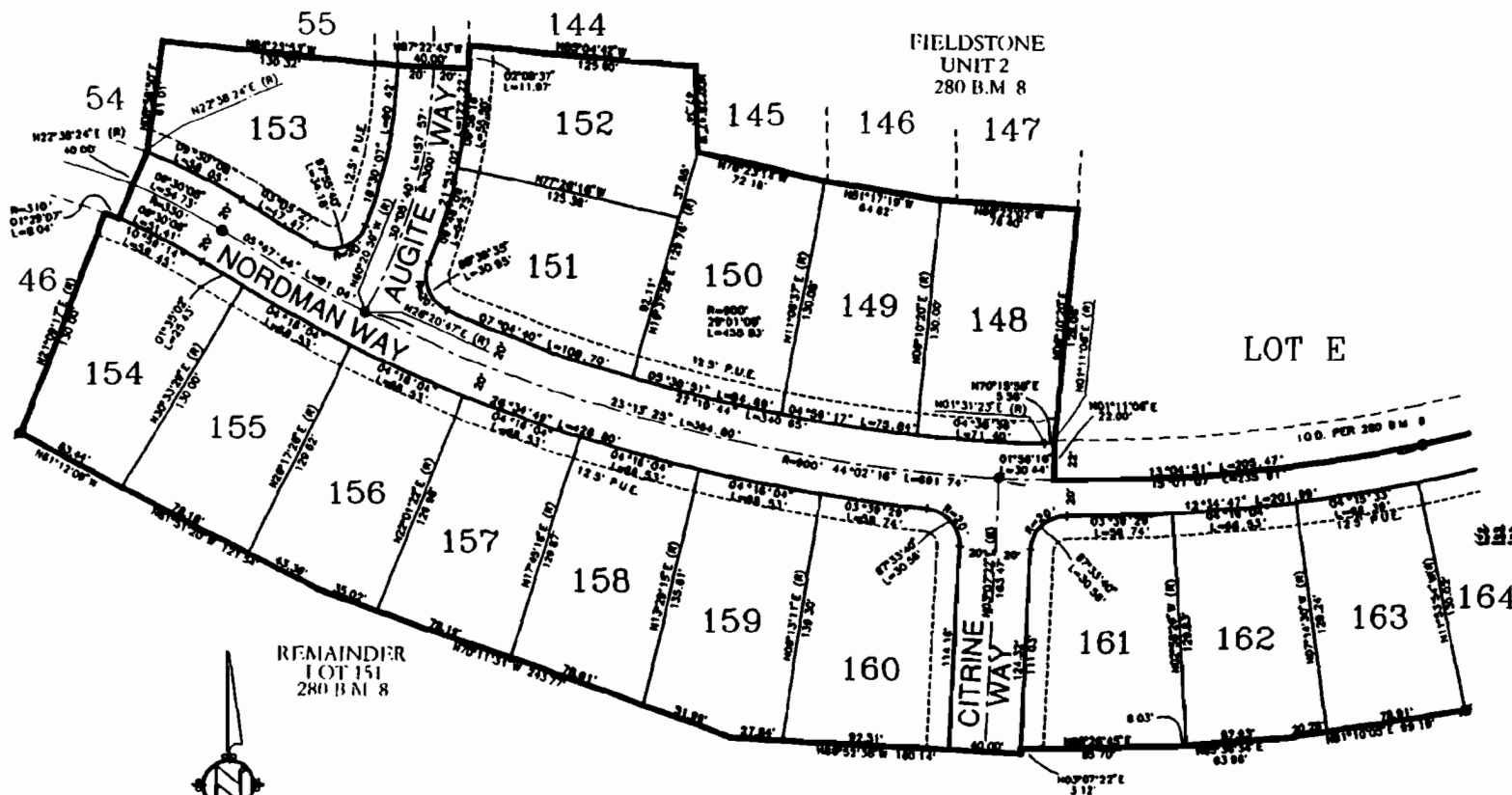
CITY OF THE GROVE
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

MAY 2001

WOOD·RODENTS INC.

Sheet 2 of 8

100%



VESTING MAP OF FIELDSTONE UNIT NO. 3A

LOTS 148, 149, 152 AND
PORTIONS OF LOTS 150, 151 AND 153
OF FIELDSTONE UNIT NO. 2, 280 B.M. 8
CITY OF ELK GROVE

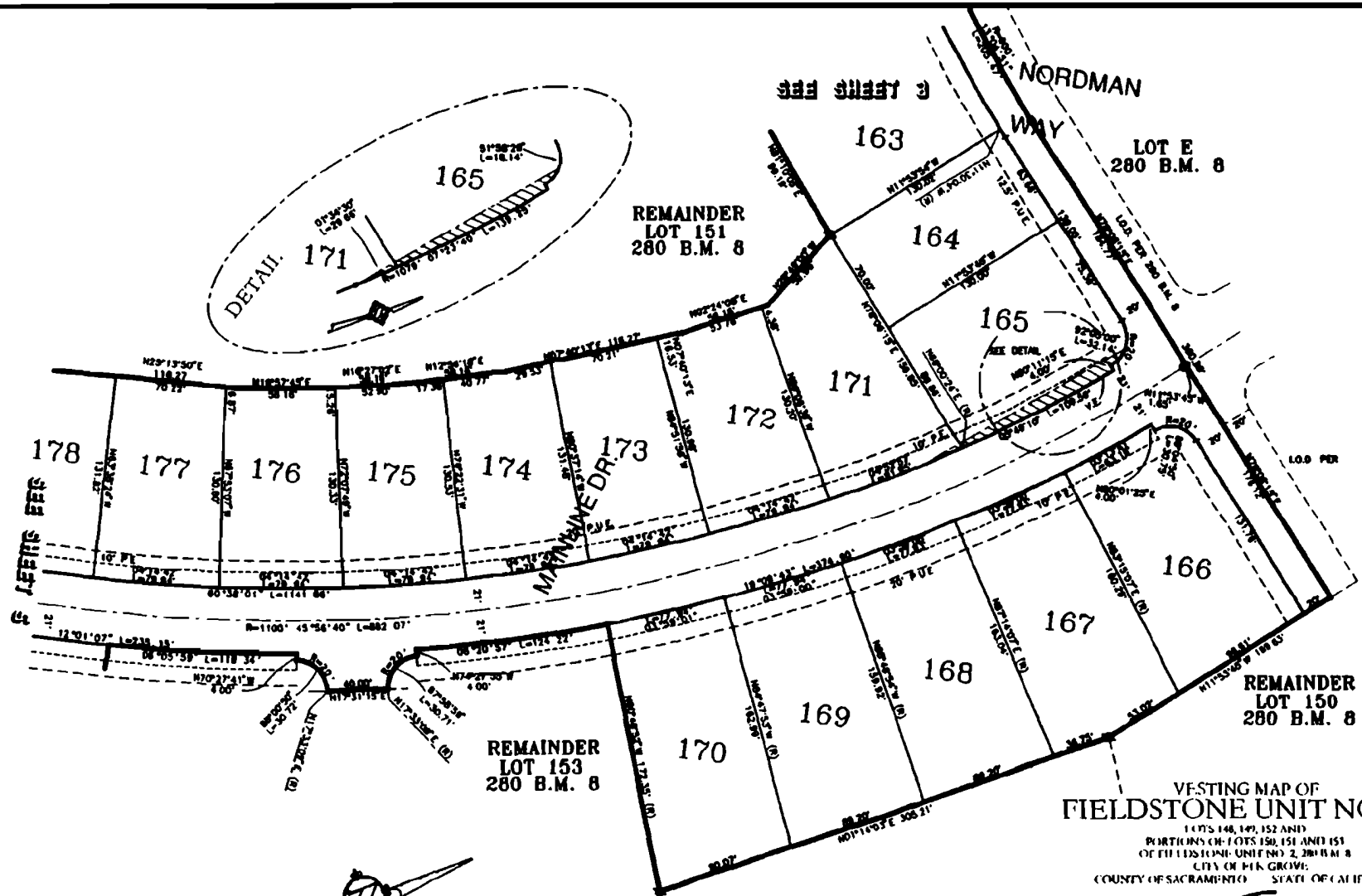
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

WOOD-RODGENS INC.

MARCH 2001

Sheet 3 of 8

WDS 009



**REMAINDER
LOT 151
280 B.M. 8**



NO FEE DOCUMENT per Government Code § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ELK GROVE
P. O. Box 1776
Elk Grove, CA 95759
Attention: City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

This Agreement is made and entered into this _____ day of _____, _____, by and between the City of Elk Grove, hereinafter referred to as "City," and Western Pacific Housing-Fieldstone, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Subdivider."

RECITALS

A. Subdivider has presented to the City a parcel map or final map of a proposed subdivision of land located within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the tentative map of the subdivision previously approved by the City Council.

B. The proposed subdivision of land is commonly known and described as Fieldstone Unit No. 3A, and is hereinafter referred to as "the Subdivision."

C. Subdivider has requested approval of the parcel map or final map prior to the construction and completion of the public improvements, including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, storm drainage facilities, public utility facilities, design standards which are part of the provisions for lot grading and drainage in or appurtenant to the Subdivision, and other public improvements that are required by the Subdivision Map Act, the subdivision ordinances of the City, the tentative map (and approvals given in connection therewith), and final grading plan, if any, approved by the City. The foregoing improvements are hereinafter referred to as "the Required Improvements."

NOW, THEREFORE, the parties agree as follows:

1. Performance of Work. Subdivider agrees to furnish, construct and install at Subdivider's own expense the Required Improvements as shown on the plans and specifications of the Subdivision, a copy of which is on file in the office of the City Manager, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Manager or the City Manager's designee (hereinafter "City Manager") due to errors, omissions, or changes in conditions. The plans and specifications of the Required Improvements may be modified by the Subdivider as the development progresses, subject to the prior written

approval of the City Manager. The total estimated cost of the Required Improvements, as determined by the City Manager, is TWO MILLION FIVE HUNDRED FIFTY SEVEN THOUSAND ONE HUNDRED AND NO/100 Dollars (\$2,557,100.00).

2. Work; Satisfaction of City Manager. All of the work on the Required Improvements is to be done at the places, of the materials, and in the manner and at the grades, all as shown upon the approved plans and specifications and the City's Improvement Standards and Specifications, to the satisfaction of the City Manager.

3. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Manager.

4. Inspection by City. Subdivider shall at all times provide safe access for inspection by the City to all parts of the Required Improvements and to all places where the Required Improvements are in preparation.

5. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Required Improvements, Subdivider shall give good and adequate warning to the public of each and every dangerous condition existing in said improvements, and will take reasonable actions to protect the public from such dangerous condition.

6. Superintendence by Subdivider. Subdivider shall require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Subdivider shall maintain an office with a telephone and Subdivider or a person authorized to make decisions and to act for Subdivider in Subdivider's absence shall be available on the job site within three (3) hours of being called at such office by the City during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

7. Work; Time for Commencement and Performance. Work on the Required Improvements [has been commenced by the Subdivider/shall commence on or before the 1st day of May, 2001,] and shall be completed on or before the 1st day of May, 2003; provided, however, that the Required Improvements shall not be deemed to be completed until accepted in writing by the City.

8. Time of Essence; Extension.

a. Time is of the essence of this Agreement. The dates for commencement and completion of the Required Improvements may not be extended, except as provided in this

paragraph. The City Manager may extend the dates for a maximum of one hundred and eighty (180) days due to delays in the work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, or for other reason beyond the control of the Subdivider. Extension of the dates for any other cause or beyond one hundred and eighty (180) days shall be made only by the City Council. Extensions shall be granted only upon a showing of good cause by the Subdivider. The City Council or City Manager, as appropriate, shall be the sole and final judge as to whether good cause has been shown to entitle the Subdivider to an extension.

b. Requests for extension of the commencement and/or completion date shall be in writing and delivered to the City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the City.

c. In the event the City extends the time of commencement and/or completion of the Required Improvements, such extension may be granted without notice by the City to the Subdivider's surety and shall in no way release any guarantee or security given by the Subdivider pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of time, the City may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the Required Improvements or impose other conditions to protect its interests and ensure the timely completion of the Required Improvements.

9. Utility Undergrounding and Relocation Costs. Subdivider shall assume all costs for utility and cable television undergrounding and/or relocation which is not the responsibility of the cable television, gas, electric, telephone, or other utility company under the terms of the franchises with the City or otherwise imposed upon the utility companies by law.

10. Improvement Security. Concurrently with the execution of this Agreement, the Subdivider shall furnish the City with:

a. Faithful Performance Security. Subdivider shall provide faithful performance security as set forth in the Elk Grove Municipal Code section 22.80.050 to secure faithful performance of this Agreement (the "faithful performance" security). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Manager.

b. Payment Security. Subdivider shall also provide payment security as set forth in the Elk Grove Municipal Code section 22.80.050 to secure payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials to them for the work (the "payment security"). This security shall be in the amount of fifty percent (50%) of the total estimated cost of the Required Improvements, as determined by the City Manager and shall secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

c. Guarantee and Warranty Security. Subdivider shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the total estimated cost of the Required Improvements, as determined by the City Manager, to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance against any defective work or labor done, or defective materials furnished.

d. Monument Security. Subdivider shall also file with this Agreement a "monument security" in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments in the Subdivision, as determined by the City Manager, which total cost is in the amount of SIX THOUSAND ONE HUNDRED AND NO/100 Dollars (\$6,100.00), to guarantee and secure the placement of such monuments.

e. All required securities shall be in a form approved by the City Attorney.

f. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. These bonds shall be furnished on the forms enclosed following this Agreement and shall be satisfactory to the City. The bonds shall be obtained from a responsible corporate surety (or sureties) acceptable to the City, which is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the City. The premiums for said bonds shall be paid by Subdivider.

g. (1) Any bonds submitted as security pursuant to this section shall be furnished by companies who are authorized and licensed by the Insurance Commissioner as "admitted surety insurers." The surety shall provide the City with the documentation required by Section 995.660 of the California Code of Civil Procedure. Bonds must be approved by City. Before approving the proposed surety and in order to assess the sufficiency of the Surety, the Surety shall provide the City with the documentation set forth in Section 995.660 of the California Code of Civil Procedure.

(2) Execution of this document shall constitute the City's formal request to the insurer to provide the City with the documentation set forth in Section 995.660 of the California Code of Civil Procedure, including but not limited to:

(a) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so;

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner;

(c) A certificate from the clerk of Sacramento County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and

(d) Copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

h. No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.

i. The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the City Manager and as provided in paragraph 11. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the City for Subdivider's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the City.

11. Release of Security.

a. Guarantee and Warranty Security. Any unused portion of the guarantee and warranty security may be released one year after acceptance of the Required Improvements by the City Council. The amount to be released shall first be reduced by the amount deemed necessary by the City to correct any defects in the Required Improvements that are known or believed by the City to exist at the end of the guarantee and warranty period.

b. Payment Security. The payment security may be released thirty-five (35) days after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 of Chapter 2 of Title 15 of Part 4 of Division 3 of the Civil Code (commencing with Section 3114), but in no event shall such security be released prior to one hundred and twenty (120) days after acceptance of the Required Improvements by the City Council. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

c. Faithful Performance Security. The faithful performance security may be released upon acceptance of the Required Improvements by the City Council.

d. Monument Security. The monument security may be released upon acceptance of the required monument installation by the City Manager.

12. Inspection and Other Fees. The Subdivider shall pay to the City all fees imposed in connection with the construction and inspection of the Required Improvements. These fees must be paid in full prior to the City's acceptance of the Required Improvements. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the Subdivision and its development, and this Agreement shall in no way exonerate or relieve the Subdivider from paying such other applicable fees, charges, and/or costs.

13. Defense, Indemnification and Hold Harmless. The Subdivider shall defend, indemnify, and hold harmless the City, its officers, employees, agents, and elective and appointive boards from any and all claims, losses, damages, including property damage, personal injury, including death, costs, including attorney fees, and liability of any kind or nature directly or indirectly arising out of or in any way connected with performance under this Agreement and/or the construction of the Required Improvements by the Subdivider, contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the Subdivider, contractor or any subcontractor, save and except those matters arising from the sole, active negligence of the City.

This defense, indemnification and hold harmless provision shall extend to claims, losses, damage, injury, costs, including attorney fees, and liability for injuries occurring after completion of the construction of the Required Improvements as well as during construction, and shall apply regardless of whether or not the City has prepared, supplied or approved the plans and/or specifications for the Required Improvements or has inspected or accepted the same. Acceptance of insurance required under this Agreement shall not relieve Subdivider from liability under this defense, indemnification and hold harmless provision.

The parties intend that this provision shall be broadly construed to effectuate its purpose.

14. Environmental Warranty.

a. Prior to the acceptance of any dedications or improvements by City, Subdivider shall certify and warrant that: neither the property to be dedicated nor Subdivider are in violation of any environmental law and neither the property to be dedicated nor the Subdivider are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with any environmental law. Neither Subdivider nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance, except in compliance with all applicable environmental laws. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:

(i) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

(ii) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(iii) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability, or suit under any environmental law.

b. As used in this Agreement, the term "hazardous substance" includes any hazardous or toxic substance or material or waste, including but not limited to all types of gasoline, oil, and other petroleum hydrocarbons, asbestos, radon, polychlorinated biphenols (PCBs), or any other chemical, material, controlled substance, object, condition, waste, living organism or any combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful properties of effects, which is now, or in the future becomes, listed, defined or regulated in any manner by any federal, state, or local City based directly or indirectly upon such properties.

15. Subdivider's Insurance. Before signing this Agreement, Subdivider shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and sufficiency. Subdivider shall not allow any contractor or subcontractor to commence work until similar insurance first shall have been so obtained by such contractor or subcontractor and approved by the City Attorney. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. Any deductibles or self-insured retentions must be declared to and approved by the City. Upon request by the City, Subdivider shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

a. Worker's Compensation Insurance. Subdivider shall maintain, during the term of this Agreement, workers' compensation insurance for all of Subdivider's employees employed at the site of improvement, and in case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all contractor's employees or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider. Subdivider shall indemnify and hold harmless the City for any damage resulting to it, including attorney fees, from failure of either Subdivider or any contractor or subcontractor to take out or maintain such insurance.

b. Commercial General Liability Insurance. Subdivider shall take out and maintain during the term of this Agreement such commercial general liability insurance as shall insure the City, its elective and appointive boards and commissions, officers, agents and employees, Subdivider and any contractor or subcontractor performing work covered by this Agreement against claims for damages for personal injury, including death, as well as against claims for property or other damage which may arise from Subdivider's or any contractor's or subcontractor's operations hereunder, whether such operations are by Subdivider or any contractor or subcontractor or by anyone directly or indirectly employed by either Subdivider or any contractor or subcontractor. The insurance shall be in an amount not less than one million dollars (\$1,000,000) per occurrence.

16. Endorsements. Promptly upon execution of this Agreement and prior to commencement of any work, the Subdivider shall provide the City with certificates of insurance

and original endorsements effecting coverage for all insurance policies required by this Agreement. The endorsements and policies shall provide that thirty (30) days written notice of any change or cancellation of the insurance policies will be provided to the City. Such insurance and endorsements shall name the City, its officers, employees, agents, boards, commissions, and volunteers as additional insureds with respect to liability arising out of the performance of any work under this Agreement, and shall provide that such insurance is primary insurance with respect to the interest of the City and that of any other insurance maintained by the City. The endorsements and policies shall include a severability of interests (cross-liability) clause, and shall provide that no failure by the Subdivider to comply with any reporting requirements in the policy will injure the rights of the City. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf, and shall be in a form approved by the City Attorney. If requested by the City, Subdivider agrees to furnish one copy of each required policy or endorsement to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Subdivider.

17. Prevailing Wage. In the event it is determined that the Subdivider is required to pay prevailing wages for the work performed under this Agreement, the Subdivider shall pay all penalties and wages as required by applicable law.

18. Title to Required Improvements. The City shall not accept any real property to be dedicated or the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Improvement Standards and Specifications, to the satisfaction of the City Manager. Until such time as the Required Improvements are accepted by the City, Subdivider shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed.

Title to and ownership of any real property to be dedicated and the Required Improvements constructed under this Agreement by Subdivider shall vest absolutely in the City upon completion and acceptance in writing of such Required Improvements by City. The City shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien. Prior to acceptance, Subdivider shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

19. Repair or Reconstruction of Defective Work. If, within a period of one year after final acceptance by the City Council of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Subdivider fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Subdivider can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City.

20. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

21. Notice of Breach and Default. The following shall constitute a default under this Agreement: If Subdivider refuses or fails to prosecute the work on the Required Improvements, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the Required Improvements within such time; if Subdivider should be adjudged a bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed in the event of Subdivider's insolvency; or if Subdivider or any of Subdivider's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement. In the event of Subdivider's default, Subdivider shall be deemed to be in breach of this Agreement and the City may serve written notice upon Subdivider and Subdivider's surety, if any, of the breach of this Agreement. Subdivider shall have fifteen (15) days from receipt of written notice by City to cure any default.

22. Breach of Agreement; Performance By Surety or City. In the event Subdivider is in default under this Agreement, and the applicable cure period set forth in paragraph 21 has expired without such default having been cured by Subdivider, the City may thereafter deliver a notice of breach to Subdivider's surety, if any, and such surety shall have the duty to take over and complete the work on the Required Improvements; provided, however, that if the surety within fifteen (15) days after the serving of such notice of breach upon it does not give the City written notice of the surety's intent to take over the performance of the Agreement, or does not commence performance thereof within fifteen (15) days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Subdivider, and the Subdivider's surety shall be liable to the City for any excess cost or damages incurred by the City. In such event, the City, without liability for so doing, may take possession of and utilize in completing the work such materials, appliances, plants or other property belonging to Subdivider as may be on the site of the work and necessary therefor. The remedy provided by this paragraph is in addition to, and not in lieu of, other remedies available to the City. The City reserves to itself all remedies available to it at law or in equity for a breach of Subdivider's obligations under this Agreement. In addition to any other remedy the City may have, a breach of this Agreement by the Subdivider shall constitute consent to the filing by the City of a notice of violation against all the lots in the Subdivision. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City.

If the form of improvement security is other than a bond, the City, after giving notice of breach of the Agreement, may proceed to collect against the improvement security in the manner provided by law and by the terms of the security instrument.

23. Building Permit Sign-Off or Issuance of Certificate of Occupancy. The City will not final or sign off as complete any building permit or issue any certificate of occupancy for any building constructed within the Subdivision until and after such time the City accepts the Required Improvements.

24. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Manager
City of Elk Grove
P. O. Box 1776
Elk Grove, CA 95759

Notices required to be given to Subdivider shall be addressed as follows:

Western Pacific Housing
1210 Central Blvd
Brentwood, CA. 94513

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

25. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

26. Attorney Fees. In the event any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, in addition to any other relief to which it may be entitled.

27. Personal Nature of Subdivider's Obligations/Assignment. All of Subdivider's obligations under this Agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the Subdivision subject to this Agreement, and Subdivider shall not assign any of its obligations under this Agreement without the prior written consent of the City.

28. Acquisition and Dedication of Easements or Rights-of-Way. If any of the Required Improvements are to be constructed or installed on land not within the Subdivision or an already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Required Improvements, or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. Subdivider shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to Subdivider for completion of the Required Improvements.

29. Compliance with Laws. Subdivider, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement, including but not limited to obtaining all applicable permits and licenses.

30. No Vesting of Rights. Entering into this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

31. Approvals by City. Any approval or consent that is to be given by the City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on the City.

32. Construction and Interpretation. It is agreed and acknowledged by Subdivider that the provisions of this Agreement have been arrived at through negotiation, and that Subdivider has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

33. Successors and Assigns -- Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. A memorandum of this Agreement in the form attached hereto shall be recorded in the Office of the Recorder of Sacramento County concurrently with the final map or parcel map of the Subdivision. This Agreement shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

34. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

35. Actions. Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Sacramento, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

36. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

37. Modification. This Agreement may be amended only by a written instrument signed by the parties. Subdivider shall bear all costs of amendments to this Agreement that are requested by the Subdivider.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:


CITY OF ELK GROVE

By: _____
MICHAEL P. LEARY, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

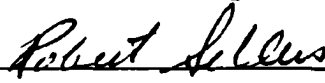



Anthony B. Manzanetti, City Attorney

SUBDIVIDER

Western Pacific Housing-Fieldstone, LLC,
A Delaware Limited Liability Company

By: Lamco Housing, Inc., A California Corporation
Administrative Manager Member

By:  _____

Title:  _____

ACKNOWLEDGMENT

State of California)
) ss.
County of ~~Sacramento~~)
 Contra Costa

On May 31, 2001 before me, *Sherrie Blum*, personally
appeared *Robert Selders*, personally known to me or
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same
in ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Sherrie Blum
NOTARY PUBLIC