SUBDIVISION IMPROVEMENT AGREEMENT

OAK VALLEY SUBDIVISION – PHASE 1 UNIT A
(Subdivision/Unit No.)

CITY OF CHICO/CHICO OAK VALLEY DEVELOPMENT, LLC
(Subdivider)

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement"), executed on December 14, 2015, by the City of Chico, a municipal corporation of the State of California, ("City") and Chico Oak Valley Development, LLC, a California limited liability company, ("Subdivider").

W I T N E S S E T H :

WHEREAS, Subdivider seeks to subdivide the property situate in the City of Chico, County of Butte, State of California, as depicted on Exhibit "A-1" and described in Exhibit "A-2," attached and by this reference incorporated herein ("Subdivision"); and

WHEREAS, Subdivider has filed a tentative map for the Subdivision which has been approved by City subject to any conditions set forth in the resolution of the City Planning Commission or Council approving the tentative map; and

WHEREAS, Subdivider is required to construct and install certain streets, sidewalks, curbs, gutters, storm drainage facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping, and such other improvements delineated on the tentative map for the Subdivision or described in any conditions set forth in the resolution of the City Planning Commission or Council approving the tentative map prior to the approval of a final map by City for the Subdivision; and

WHEREAS, Subdivider, in order to obtain approval of the final map for the Subdivision prior to completing such improvements, desires to enter into an agreement with City undertaking to complete the improvements remaining to be constructed and installed, as provided for by Section 66462 of the California Government Code and Section 18.36.090 of the Chico Municipal Code.

NOW, THEREFORE, in consideration of the approval of the final map, Subdivider agrees as follows:

1. Improvements to be Constructed and Installed

Subdivider agrees to construct and install, at Subdivider's sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping, and all other improvements delineated on the tentative map for the Subdivision or described in any conditions set forth in the resolution of the City Planning Commission or Council approving the Subdivision, which, on the date of this Agreement, remain to be constructed and installed.

2. Improvement Standards

All improvements to be constructed and installed as hereinbefore provided for shall be constructed and installed in accordance with the plans and specifications for the Subdivision which have been or are hereafter approved by City's Public Works Director, the subdivision design criteria and improvement standards adopted in Title 18R of the Chico Municipal Code except to the extent such criteria and standards have been waived in the manner provided by Title 18 of the Chico Municipal Code, and in accordance with the requirements of any other City ordinance or regulation or any applicable federal or state statute or regulation.

3. Time of Completion of Improvements

All improvements to be constructed and installed as hereinbefore provided for shall be completed within two years following the date of this Agreement; provided, however, that the improvements shall not be deemed to be completed until accepted by City's Public Works Director on behalf of City, which acceptance shall not be unreasonably withheld. When good cause for delay in the work of constructing and installing the improvements is shown by Subdivider, City's Public Works Director may extend the time for completion of the improvements for a period or periods not exceeding a total of two additional years.

4. Inspection of Improvements

Subdivider shall permit all authorized employees and agents of City to inspect the improvements constructed and installed pursuant to this Agreement at all times during the performance of the work of constructing and installing such improvements and shall provide such authorized employees and agents of City convenient and safe access to such work as well as all facilities and assistance necessary for such authorized employees to carry out such inspections. Whenever the plans and specifications for the Subdivision, the subdivision design criteria and improvement standards adopted in Title 18R of the Chico Municipal Code, any permit issued by City, and any other City ordinance or regulation or any applicable state or federal statute or regulation requires an inspection to be made by City at a particular stage of the work of constructing and installing such improvements, City shall be given timely notice of Subdivider's readiness for such inspection and Subdivider shall not proceed with additional work until the inspection has been made and the work approved.

5. Indemnification

Subdivider shall hold City, its officers, boards and commissions and members thereof, its employees and agents harmless of and free from any and all liability which might arise out of or relate to this Agreement or the construction and installation of the improvements provided for by this Agreement. Should City or any of its officers, boards and commissions and members thereof, its employees or agents be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same may be

groundless or not, arising out of this Agreement or the construction and installation of the public improvements provided for by this Agreement, Subdivider shall defend City, its officers, boards and commissions and members thereof, its employees and agents and shall indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.

6. Warranties

Subdivider warrants all work performed by it under this Agreement against defects in materials and workmanship for a period of one year from the date the improvements are accepted by City and agrees to correct any defect in materials or workmanship that may appear during the period of such warranty without cost to City and to City's satisfaction; provided, however, that the warranty of Subdivider herein provided for shall not be exclusive of or affect any other warranty or guarantee provided for by operation of law.

7. Liability Insurance

On or before Subdivider's execution of this Agreement, Subdivider shall, at its sole cost and expense, obtain and maintain in full force and effect commercial general liability insurance obtained from one or more U.S. domiciled insurance companies licensed to do business in the State of California and having a financial rating in Best's Insurance Guide of at least "B," or, in the alternative, an unlicensed U.S. domiciled company or companies with a rating of "A," which insures City, City's boards and commissions and members thereof, and City's officers, employees, and agents against any liabilities arising out of this Agreement and/or Subdivider's construction and installation of the improvements provided for by this Agreement. All such insurance shall be in the form or forms approved by the City's Administrative Services Director, shall be in an amount of at least $1,000,000 per occurrence, with a $2,000,000 annual aggregate, shall have a maximum policy deductible of $5,000, and shall name City, City's boards and commissions and members thereof, and City's officers, employees, and agents as additional insureds under the coverage afforded. In addition, such insurance shall be primary to any other insurance or self-insurance available to City, shall include a severability of interests (cross-liability) clause, and shall afford to City at least thirty (30) days' prior notice of cancellation or material change in coverage.

To evidence such coverages, Subdivider shall submit to City's Administrative Services Director for approval as to form and sufficiency, an original certificate of insurance and policy endorsements executed by an authorized official of the insurer. The policy endorsements shall provide that:

a. The City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are additional insureds with respect to any liability arising out of this Agreement, or Subdivider's construction and installation of the improvements provided for hereunder; and

b. The insurance coverage afforded by the policy or policies shall be primary insurance with respect to the additional insureds, and any insurance or self-insurance available to the additional insureds shall be excess and non-contributory to any loss; and

c. The company or companies shall provide to City at least thirty (30) days' prior notice of cancellation or material change in coverage, except in the case of cancellation for non-payment of premium in which case ten (10) days' notice may be provided. Such notice shall be unqualified as to the liability of the insurer for failure to provide such notice.

Upon the request of City's Administrative Services Director, Subdivider shall provide to City a copy of the insurance policy or policies required herein.

Following execution of this Agreement, the City's Administrative Services Director may, based on an increase in the Consumer Price Index or by reason of the number or types of claims which have resulted or might result from this Agreement and/or Subdivider's construction and installation of the improvements provided for by this Agreement, require Subdivider to increase the limits of the liability insurance coverage required by this section; provided that the City's Administrative Services Director shall serve Subdivider with a notice of any such change or increase in the limits of public liability insurance coverage at least thirty (30) days prior to the date that such increased insurance coverage must be in effect.

8. Improvement Security - Security Required

a. Bonds. On or before Subdivider's execution of this Agreement, Subdivider shall obtain and maintain in full force and effect the following bonds on behalf of City:

(1) A performance bond in an amount equal to 100% of the total cost of the improvements to be constructed and installed by Subdivider pursuant to this Agreement, as estimated in Exhibit "B" attached hereto and incorporated herein, which bond shall guarantee the construction and installation of such improvements, the performance by Subdivider of all of its duties and obligations under the warranty against defects in materials and workmanship, and the payment of any costs, expenses, or fees, including reasonable attorneys' fees, incurred by City in enforcing the obligations guaranteed by such security.

(2) A labor and materials bond also in an amount equal to 50% of the total cost of the improvements to be constructed and installed by Subdivider pursuant to this Agreement, as estimated in Exhibit "B" attached hereto and incorporated herein, which bond shall guarantee payment of any contractor or subcontractor employed in the construction and installation of such improvements; the payment for any labor, materials, implements, or machinery used in, upon, for, or about the construction and installation of

such improvements; the payment of any sums due under the Unemployment Insurance Code or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board with respect to the wages of employees of any contractor or subcontractor employed in the construction and installation of such improvements; and the payment of any costs, expenses, and fees, including reasonable attorneys' fees, incurred by any person or entity in enforcing performance of the obligations guaranteed by such security.

All bonds furnished to City as hereinbefore provided for shall comply with the requirements relating to the form of a bond given to secure performance under a subdivision improvement agreement provided for by Chapter 5, Division 2, Title 7, of the California Government Code, commencing with Section 66499, and shall be approved as to form by the City Attorney.

(1) Such bonds shall be furnished by surety companies licensed and admitted to do business in the State of California and which are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The surety shall not have less than an "A" minimum current rating by the A.M. Best Company.

(2) If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent, its right to do business in California terminated, or its current rating by the A.M. Best Company drops below the "A" minimum rating, Contractor shall, within five (5) days thereafter, substitute another surety and bond, both of which shall be acceptable to City.

b. Security in Lieu of Bonds. On or before Subdivider's execution of this Agreement, in lieu of the bonds hereinbefore provided for by this section, Subdivider may furnish City with any of the kinds of security hereinafter provided for:

(1) A deposit with the City of money in an amount equal to 150% of the total cost of the improvements to be constructed and installed by Subdivider pursuant to this Agreement, as estimated in Exhibit "B" attached hereto and incorporated herein, which deposit shall be accompanied by an agreement pledging such deposit to guarantee the construction and installation of such improvements and the performance of any other act to be performed by Subdivider pursuant to this Agreement, and/or payment to any contractor or subcontractor engaged in constructing and installing such improvements and to any person furnishing labor, materials, or equipment for such improvements or the performance of any other act to be performed by Subdivider pursuant to this Agreement; or

(2) An instrument of credit from one or more financial institutions subject to regulation by the state or federal government in an amount equal to 150% of

the total cost of the improvements to be constructed and installed by Subdivider pursuant to this Agreement, as estimated in Exhibit "B" attached hereto and incorporated herein, which instrument of credit shall provide that such funds have been credited to City to guarantee the construction and installation of such improvements and the performance of any other act to be performed by Subdivider pursuant to this Agreement, and/or payment to any contractor or subcontractor engaged in constructing and installing such improvements and to any person furnishing labor, materials, or equipment for such improvements or the performance of any other act to be performed by Subdivider pursuant to this Agreement.

All security furnished by Subdivider in lieu of bonds as hereinbefore provided for shall be approved as to form by the City Attorney.

c. Additional Costs, Expenses, and Fees to be Included in Security. As part of the obligations guaranteed by the bond or any other security furnished to City as hereinbefore provided for, and in addition to the face amount thereof, there shall be included costs, reasonable expenses, and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing the obligations secured thereby.

9. Improvement Security - Release of Security

a. Bonds. If the Subdivider furnished Performance and Labor and Materials Bonds as required improvement security, such bonds shall be released by City in the following manner:

(1) Performance Bond. Any bond or bonds furnished to secure the performance of the provisions of this Agreement shall be released at such time as the improvements have been completed and accepted by City's Public Works Director and Subdivider has furnished to City a Warranty Bond in an amount equal to 10% of the estimated cost of the improvements which guarantees Subdivider's performance under the warranty provisions of this Agreement and for costs, reasonable expenses, and fees, including reasonable attorney's fees, incurred by City in enforcing the obligations of this Agreement. Such bond shall be retained by City for one year following the acceptance of such improvements.

(2) Labor and Materials Bond. Any bond or bonds furnished to secure payments to any contractor or subcontractor engaged in constructing and installing the improvements and any person furnishing labor, materials, or equipment to them for the improvements or performance of any other act required to be performed by Subdivider pursuant to this Agreement shall be released six months after the completion and acceptance of such improvements by City's Public Works Director; except that an amount of such security equal to the total of all claims on which an action has been

filed and notice thereof given in writing to City shall be retained by City and shall not be released until such claims have been satisfied in full.

b. Security in Lieu of Bonds. If the Subdivider furnished a deposit or an instrument of credit as required improvement security, such security shall be released by City at such time as Subdivider has furnished City with the following:

(1) Warranty Security. A deposit or instrument of credit in an amount equal to 10% of the estimated cost of the improvements which guarantees Subdivider's performance under the warranty provisions of this Agreement and for costs, reasonable expenses, and fees, including reasonable attorney's fees, incurred by City in enforcing the obligations of this Agreement. Such security shall be retained by City for one year following the date of acceptance of such improvements.

(2) Labor and Materials Security. A deposit or instrument of credit in an amount equal to 50% of the estimated cost of the improvements to secure payments to any contractor or subcontractor engaged in constructing and installing the improvements and any person furnishing labor, materials or equipment to them for the improvements or performance of any other act required to be performed by Subdivider pursuant to this Agreement. Such deposit or security instrument shall be retained by City for six months following the acceptance of the improvements and may then be released; except that an amount equal to the total of all claims on which an action has been filed and notice thereof given in writing to City shall be retained by City and shall not be released until such claims have been satisfied in full.

10. Utility Services

On or before Subdivider's execution of this Agreement, Subdivider agrees to provide to City a letter from the utility companies providing water, gas, electric, telephone, and cable television services to the Subdivision certifying that such utility companies have agreed to install and will install all of the facilities necessary to provide such services to the Subdivision. The letter from the water company providing water to the Subdivision shall include therein a certification that such company will install all fire hydrants necessary to serve the Subdivision.

11. Fees

Subdivider agrees to pay to City each of the fees set forth in Exhibit "C" attached hereto and by this reference incorporated herein.

12. Public Improvements Financed Under a Special Assessment Act or the Mello-Roos Community Facilities Act

Where City causes all or part of the improvements to be constructed and installed by Subdivider pursuant to this Agreement to be financed, constructed, and installed pursuant to an appropriate special assessment act, or the Mello-Roos Community Facilities Act as set forth in Section 53311 et seq. of the California Government Code, the security required to be furnished or provided by Subdivider to City for such improvements shall be offset or released upon the acceptance of security guaranteeing the construction and installation of such improvements and payment to subcontractors or persons furnishing labor, materials, or equipment for such improvements which is furnished to City by the contractor employed in the course of the special assessment proceedings or the Mello-Roos Community Facilities Act proceedings, and Subdivider shall be released from all obligations under this Agreement to construct such improvements upon the acceptance of the improvements financed, constructed, and installed pursuant to the special assessment act or the Mello-Roos Community Facilities Act by City's Public Works Director. It is understood and agreed by Subdivider that City has no obligation to cause any of the improvements to be constructed and installed by Subdivider pursuant to this Agreement to be financed, constructed, and installed under a special assessment act or the Mello-Roos Community Facilities Act and that the initiation and consummation proceedings to finance, construct, and install such improvements under a special assessment act or the Mello-Roos Community Facilities Act shall be at the sole discretion of City.

13. Personal Nature of Subdivider's Obligations Under This Agreement

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 be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Subdivision subject to this Agreement or any other third party without the express written consent of City.

14. Default

Upon the failure of Subdivider to complete the improvements to be constructed and installed within the time hereinbefore provided for by this Agreement, or upon Subdivider's failure to perform any other act required to be performed pursuant to this Agreement, City may, at its option, construct and install such improvements or perform such act. If, upon Subdivider's default, City undertakes to complete the construction and installation of the improvements or any other act required by this Agreement, City shall be entitled to recover the full costs and expenses incurred by City in completing such improvements or performing such acts from Subdivider or from any security furnished by Subdivider to City as hereinbefore provided for.

15. Notices

All notices or demands to be given, made, or sent, or which may be given, made, or sent by one party to the other pursuant to this Agreement shall be deemed to have been given, made, or sent and made in writing, and deposited in the U.S. mail, registered and postage prepaid, addressed as follows:

a. To City: City of Chico
Attention: City Manager
P.O. Box 3420
Chico, CA 95927-3420

b. To Subdivider: Chico Oak Valley Development, LLC
500 Lyndsey Lane
Yuba City, CA 95993

The address to which any notice, demand, or other writing may be given, made, or sent by any party as above provided may be changed by written notice given by such party as above provided.

16. Special Provisions

This Agreement shall include all special provisions attached hereto marked Exhibit "D," which special provisions are incorporated herein.

CITY OF CHICO

Chris Constantine for

By: Mark Orme, City Manager

SUBDIVIDER

Thomas V. Fogarty, Manager

By: Thomas V. Fogarty, Manager

Authorized pursuant to Section 2R.04.230 of the Chico Municipal Code

APPROVED AS TO FORM:

Vincent C. Ewing, City Attorney

REVIEWED AS TO CONTENT:

Frank Fields, Administrative Services Director*

*Reviewed by Risk Management, Human Resources, Finance, and Information Systems.

EXHIBIT "A"
DESCRIPTION TO ACCOMPANY SUBDIVISION
IMPROVEMENT AGREEMENT
(Fogarty)

All that certain real property situate in the City of Chico, County of Butte, State of California described as follows:

Being a portion of Lot 5, Lot 6, Road "B", "APN 018-500-137 Lands of the City of Chico", and all of "APN 018-500-016 Lands of Fogarty" all as shown on that certain subdivision map entitled "Oak Valley Subdivision" filed for record on December 23, 2008 in Map Book 176, at Pages 28-39, Butte County Official Records and a portion of Parcel 3 per that "Certificate of Compliance for Boundary Line Modification No. 96-3" recorded on January 21, 1997 under Serial Number 97-001701, Butte County Official Records, more particularly described as follows:

BEGINNING at the most westerly corner of said Parcel 3, said point being located on the southerly right-of-way line of State Highway 32 as shown on said Map;

Thence, along the northerly line of said Parcel 3, North 72°06'40" East, 1408.04 feet;

Thence, leaving said northerly line, South 17°53'20" East, 142.32 feet to the beginning of a non-tangent 20.00 foot radius curve, concave northerly, from which the radius point bears North 12°06'40" East;

Thence Easterly, 10.47 feet along said curve, through a central angle of 30°00'00";

Thence South 17°53'15" East, 46.00 feet to the beginning of a non-tangent 20.00 foot radius curve, concave southerly, from which point the radius point bears South 17°53'20" East;

Thence Westerly, 15.51 feet along said curve, through a central angle of 44°25'19";

Thence South 17°53'20" East, 15.46 feet to the beginning of a 536.00 foot radius curve, concave westerly;

Thence Southerly, 106.60 feet along said curve, through a central angle of 11°23'43" to the beginning of a 464.00 foot radius reverse curve, concave easterly;

Thence Southerly, 102.37 feet along said curve, through a central angle of 12°38'29";

Thence South 19°08'06" East, 86.30 feet;

Thence South 65°19'44" East, 51.09 feet;

Thence South 19°08'06" East, 49.00 feet to the southerly line of said Parcel 3;

Thence, along the southerly boundary of said Parcel 3, North 70°52'10" East, 304.10 feet to the northwesterly corner of Lot 8 as shown on said Map;

Thence, along the westerly line of said Lot 8, South 19°07'50" East, 270.14 feet to the northerly line of Lot "F" as shown on said Map;

Thence, along the northerly boundary of said Lot "F" the following five (5) courses:

1) South 24°29'59" West, 13.63 feet;

2) South 42°11'47" West, 108.13 feet;

3) South 86°09'26" West, 161.73 feet;

4) South 70°37'20" West, 41.12 feet;

5) South 82°42'17" West, 46.53 feet to the northeasterly corner of Road "A" as shown on said Map

Thence, along the northerly line of said Road "A", South 69°09'45" West, 60.03 feet to the northeasterly corner of Lot "D" as shown on said Map;

Thence, along the northerly boundary of said Lot "D" the following three (3) courses:

1) South 51°48'36" West, 142.28 feet;

2) South 79°20'29" West, 141.90 feet;

3) South 75°00'05" West, 18.27 feet to the southeasterly corner of Lot 7 as shown on said Map;

Thence, along the westerly line of said Lot 7, North 19°07'50" West, 193.91 feet to the northeasterly corner of said Lot 7;

Thence, along the northerly boundary of said Lot 7 the following two (2) courses:

1) South 69°37'17" West, 532.05 feet;

2) South 68°17'40" West, 82.45 feet to the northeasterly corner of said Lot 6 as shown on said Map;

Thence, along the easterly line of said Lot 6, South 27°31'57" East, 119.54 feet to the southeasterly corner of said Lot 6;

Thence, along the southerly boundary of said Lot 6 the following twelve (12) courses:

1) North 82°03'09" West, 189.56 feet;

2) South 63°49'54" West, 143.42 feet;

3) South 35°31'22" West, 264.21 feet;

4) South 68°55'32" West, 460.60 feet;

5) North 21°04'28" West, 229.02 feet;

6) South 68°55'32" West, 23.73 feet;

7) North 85°22'41" West, 38.38 feet;

8) South 24°55'20" West, 47.27 feet;

9) South 41°23'25" West, 16.75 feet;

10) South 30°07'03" West, 69.15 feet;

11) South 58°30'20" West, 68.52 feet;

12) South 65°52'06" West, 55.69 feet to the southeasterly corner of said Lot 5;

Thence, along the southerly boundary of said Lot 5 the following nine (9) courses:

1) South 65°52'06" West, 13.34 feet;

2) South 67°38'52" West, 181.39 feet;

3) South 58°00'43" West, 72.93 feet;

4) South 60°08'25" West, 54.63 feet;

5) South 52°23'37" West, 77.27 feet;

6) South 86°35'25" West, 27.50 feet;

7) North 44°49'51" West, 28.41 feet;

8) North 47°43'59" West, 23.91 feet;

9) South 40°57'02" West, 186.64 feet to a point located 10.00 feet northeasterly of, measured at right angles to the northeasterly right-of-way line of Bruce Road as shown on said Map, said point being located on a non-tangent 860.00 foot radius curve, concave southwesterly, from which the radius point bears South 40°57'02" West;

Thence, parallel to the said northeasterly right-of-way line, Southeasterly, 59.27 feet along said curve, through a central angle of 03°56'56";

Thence South 44°53'58" West, 10.00 feet to the northeasterly right-of-way line of said Bruce Road, said point being located on a non-tangent 850.00 foot radius curve, concave southwesterly, from which point the radius point bears South 44°53"58" West;

Thence, along said right-of-way line, Southerly, 380.52 feet along said curve, through a central angle of 25°38'58" to the beginning of a 20.00 radius reverse curve, concave northeasterly;

Thence, along said right-of-way line, Southeasterly, 19.84 feet along said curve, through a central angle of 56°49'54";

Thence, leaving said right-of-way line, South 71°39'16" West, 59.22 feet to the centerline of Bruce Road as shown on said Map, said point being located on a non-tangent 800.00 foot radius curve, concave southwesterly from which point the radius point bears South 71°39'58" West;

Thence, along the centerline of Bruce Road, Northwesterly, 555.96 feet along said curve, through a central angle of 39°49'03";

Thence leaving said centerline, North 31°50'55" East, 50.00 feet to the most westerly corner of said Road "B";

Thence, along the northerly line of said Road "B" the following eight (8) courses:

1) North 78°58'16" East, 28.89 feet;

2) North 35°11'08" East, 140.98 feet to the beginning of a 331.00 foot radius curve, concave southeasterly;

3) Northeasterly, 139.32 feet along said curve, through a central angle of 24°06'56";

4) North 59°18'04" East, 550.64 feet to the beginning of a 331.00 foot radius curve, concave southerly;

5) Easterly, 120.60 feet along said curve, through a central angle of 20°52'35";

6) North 80°10'39" East, 379.46 feet to the beginning of a 269.00 foot radius curve, concave northwesterly;

7) Northeasterly, 187.80' along said curve, through a central angle of 40°00'00";

8) North 40°10'39" East, 57.20 feet to the westerly line of said Parcel 3 as shown on said Map;

Thence, along said westerly line, North 17°53'20" West, 575.93 feet to the point of beginning.

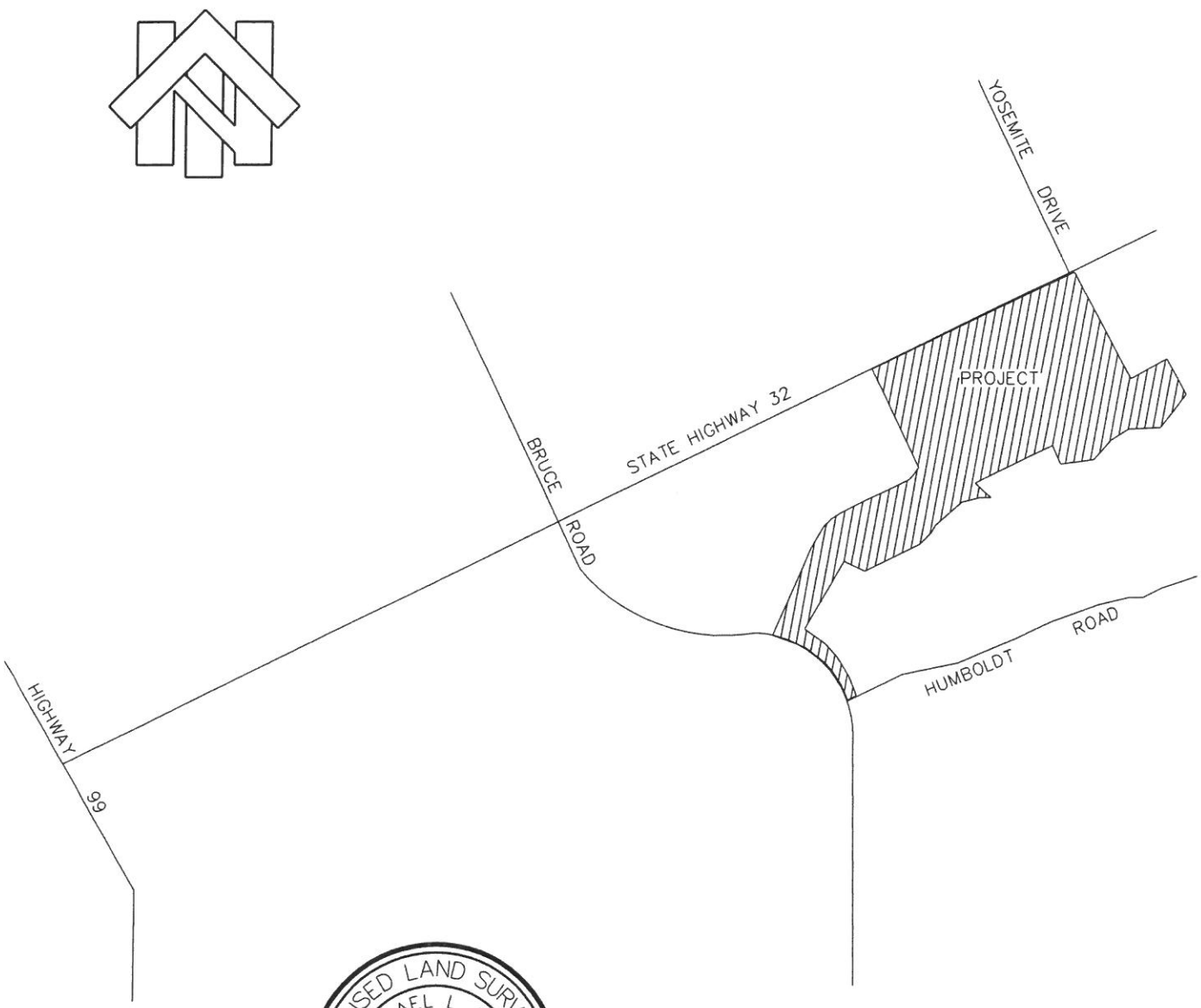
Containing 36.91 acres more or less.

By: NorthStar Engineering
Checked: MLM
Approved: MJ
Date: 11/24/15

NorthStar Engineering

LICENSED LAND SURVEYOR
MICHAEL L. MAYS
NO. PLS 6967
STATE OF CALIFORNIA

11/24/15
Date



LICENSED LAND SURVEYOR
MICHAEL L. MAYS
NO. 6967
STATE OF CALIFORNIA

11/24/15

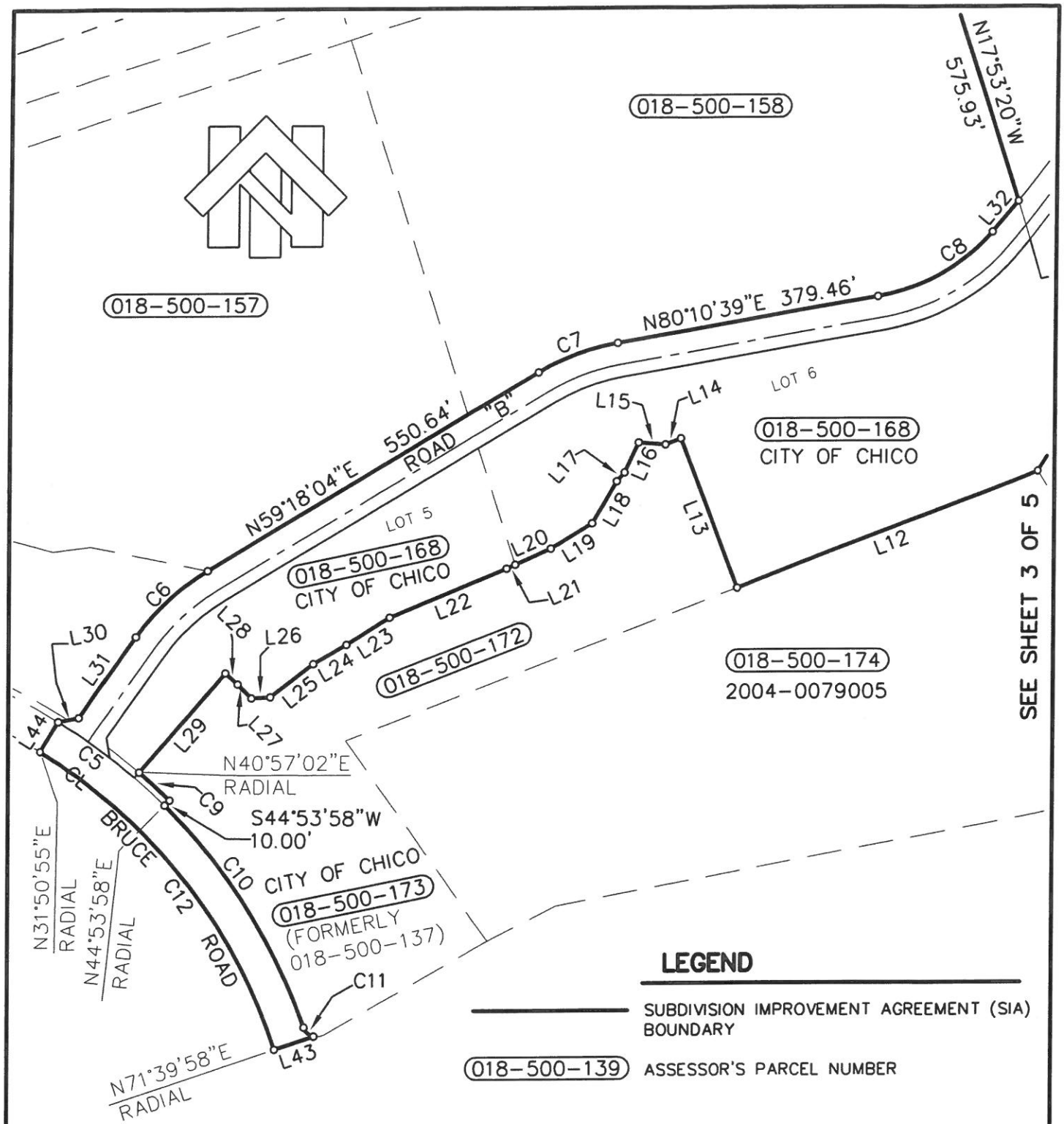
NORTHSTAR ENGINEERING
MICHAEL L. MAYS, PLS 6967

DATE

NorthStar
ENGINEERING
111 MISSION RANCH BLVD., STE. 100
CHICO, CALIFORNIA 95926
(530) 893-1600 FAX (530) 893-2113

JOB NO. 13-280

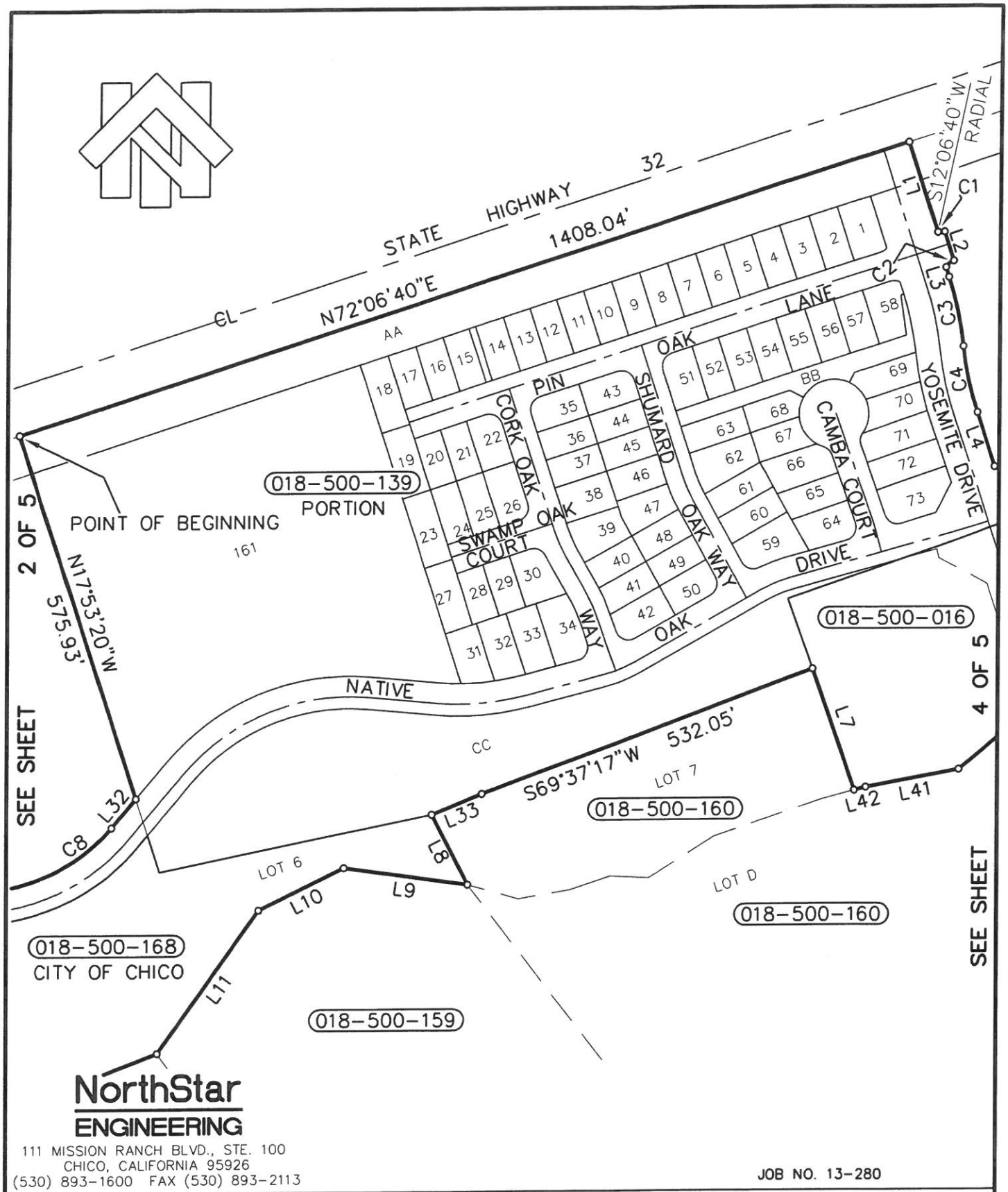
CITY OF CHICO	ENGINEERING DIVISION	
DRAWN BY NS. E. DATE NOVEMBER, 2015 CHECKED MJ SCALE NO SCALE APPROVED for PUBLIC WORKS DIRECTOR	PLAT TO ACCOMPANY SUBDIVISION IMPROVEMENT AGREEMENT (Fogarty)	EXHIBIT "A-2" SHEET 1 OF 5



NorthStar ENGINEERING
111 MISSION RANCH BLVD., STE. 100
CHICO, CALIFORNIA 95926
(530) 893-1600 FAX (530) 893-2113

JOB NO. 13-280

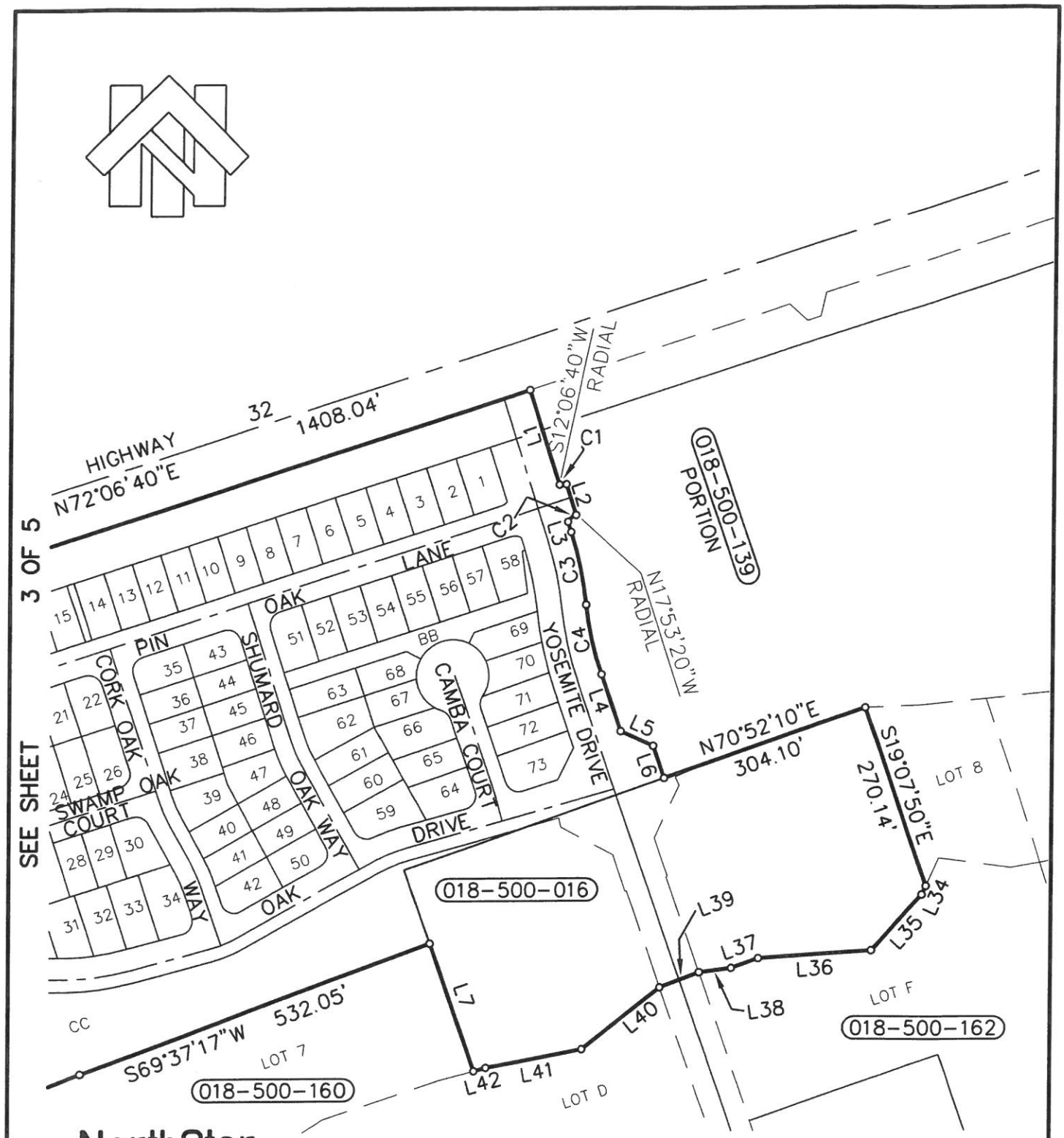
CITY OF CHICO	ENGINEERING DIVISION	
DRAWN BY NS. E. DATE NOVEMBER, 2015 CHECKED MJ SCALE 1" = 200' APPROVED Matt J for PUBLIC WORKS DIRECTOR	PLAT TO ACCOMPANY SUBDIVISION IMPROVEMENT AGREEMENT (Fogarty)	EXHIBIT "A-2" SHEET 2 OF 5



NorthStar
ENGINEERING
111 MISSION RANCH BLVD., STE. 100
CHICO, CALIFORNIA 95926
(530) 893-1600 FAX (530) 893-2113

JOB NO. 13-280

CITY OF CHICO	ENGINEERING DIVISION	
DRAWN BY NS. E. DATE NOVEMBER, 2015 CHECKED MJ SCALE 1" = 200' APPROVED Matt H for PUBLIC WORKS DIRECTOR	PLAT TO ACCOMPANY SUBDIVISION IMPROVEMENT AGREEMENT (Fogarty)	EXHIBIT "A-2" SHEET 3 OF 5



NorthStar ENGINEERING
111 MISSION RANCH BLVD., STE. 100
CHICO, CALIFORNIA 95926
(530) 893-1600 FAX (530) 893-2113

JOB NO. 13-280

CITY OF CHICO	ENGINEERING DIVISION	
DRAWN BY NS. E. DATE NOVEMBER, 2015 CHECKED MJ SCALE 1" = 200' APPROVED Matt K for PUBLIC WORKS DIRECTOR	PLAT TO ACCOMPANY SUBDIVISION IMPROVEMENT AGREEMENT (Fogarty)	EXHIBIT "A-2" SHEET 4 OF 5

Line Table		
Line	Direction	Length
L1	S17°53'20"E	142.32'
L2	S17°53'15"E	46.00'
L3	S17°53'20"E	15.46'
L4	S19°08'06"E	86.30'
L5	S65°19'44"E	51.09'
L6	S19°08'06"E	49.00'
L7	S19°07'50"E	193.91'
L8	S27°31'57"E	119.54'
L9	N82°03'09"W	189.56'
L10	S63°49'54"W	143.42'
L11	S35°31'22"W	264.21'
L12	S68°55'32"W	460.60'
L13	N21°04'28"W	229.02'
L14	S68°55'32"W	23.73'
L15	N85°22'41"W	38.38'
L16	S24°55'20"W	47.27'
L17	S41°23'25"W	16.75'
L18	S30°07'03"W	69.15'
L19	S58°30'20"W	68.52'
L20	S65°52'06"W	55.69'
L21	S65°52'06"W	13.34'
L22	S67°38'52"W	181.39'

Line Table		
Line	Direction	Length
L23	S58°00'43"W	72.93'
L24	S60°08'25"W	54.63'
L25	S52°23'37"W	77.27'
L26	S86°35'25"W	27.50'
L27	N44°49'51"W	28.41'
L28	N47°43'59"W	23.91'
L29	S40°57'02"W	186.64'
L30	N78°58'16"E	28.89'
L31	N35°11'08"E	140.98'
L32	N40°10'39"E	57.20'
L33	S68°17'40"W	82.45'
L34	S24°29'59"W	13.63'
L35	S42°11'47"W	108.13'
L36	S86°09'26"W	161.73'
L37	S70°37'20"W	41.12'
L38	S82°42'17"W	46.53'
L39	S69°09'45"W	60.03'
L40	S51°48'36"W	142.28'
L41	S79°20'29"W	141.90'
L42	S75°00'05"W	18.27'
L43	S71°39'16"W	59.22'
L44	S31°50'55"W	50.00'

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	30°00'00"	10.47'
C2	20.00'	44°25'19"	15.51'
C3	536.00'	11°23'43"	106.60'
C4	464.00'	12°38'29"	102.37'
C5	850.00'	09°06'07"	135.03'
C6	331.00'	24°06'56"	139.32'
C7	331.00'	20°52'35"	120.60'
C8	269.00'	40°00'00"	187.80'
C9	860.00'	03°56'56"	59.27'
C10	850.00'	25°38'58"	380.52'
C11	20.00'	56°49'54"	19.84'
C12	800.00'	39°49'03"	555.96'

NorthStar
ENGINEERING
111 MISSION RANCH BLVD., STE. 100
CHICO, CALIFORNIA 95926
(530) 893-1600 FAX (530) 893-2113

JOB NO. 13-280

CITY OF CHICO — ENGINEERING DIVISION

DRAWN BY NS. E. DATE NOVEMBER, 2015
CHECKED MW SCALE NO SCALE
APPROVED _____ for PUBLIC WORKS DIRECTOR

PLAT TO ACCOMPANY SUBDIVISION IMPROVEMENT AGREEMENT (Fogarty)

EXHIBIT "A-2"

SHEET 5 OF 5

EXHIBIT "B"

SUBDIVISION IMPROVEMENT AGREEMENT

OAK VALLEY SUBDIVISION – PHASE 1 UNIT A
(Subdivision/Unit No.)

CITY OF CHICO/CHICO OAK VALLEY DEVELOPMENT, LLC
(Subdivider)

IMPROVEMENTS REQUIRED/COST

	Improvement	Estimated Cost
1.	Streets	$ 46,748.40
2.	Sidewalks (including driveway approaches)	$ 0.00
3.	Curbs and gutters	$ 0.00
4.	Storm drainage facilities	$ 25,219.50
5.	Sanitary sewer facilities	$ 0.00
6.	Subdivision monumentation	$ 13,160.00
7.	Other facilities	
	A. Landscaping	$ 762,000.00
	B. Street Lights	$ 45,655.55
	C. Keystone Wall	$ 15,190.00
8.	Contingency allowance (20%)	$ 181,594.69
9.	TOTAL ESTIMATED COST-IMPROVEMENTS REQUIRED	$1,089,568.14

EXHIBIT "C"

SUBDIVISION IMPROVEMENT AGREEMENT

OAK VALLEY SUBDIVISION – PHASE 1 UNIT A
(Subdivision/Unit No.)

CITY OF CHICO/CHICO OAK VALLEY DEVELOPMENT, LLC
(Subdivider)

SUBDIVISION FEES TO BE PAID

	Fee	Fund/Acct.	Due	Paid	Balance
1.	Sewer Main Installation Rate	322-000-42310	$ 0.00	<$ 0.00>	$ 0.00
2.	Storm Drainage Fee	309-000-42422	$ 0.00	<$ 0.00>	$ 0.00
3.	Checking of Final Map & Improvement Plans & Specifications	863-000-21212	$ 0.00	<$ 0.00>	$ 0.00
4.	Public Improvement Inspection Fee	863-000-21212	$ 0.00	<$ 0.00>	$ 0.00
5.	Other Fees		$ 0.00	<$ 0.00>	$ 0.00
6.	TOTAL SUBDIVISION FEES REQUIRED		$ 0.00	<$ 0.00>	$ 0.00

EXHIBIT "D"

SUBDIVISION IMPROVEMENT AGREEMENT

OAK VALLEY SUBDIVISION – PHASE 1 UNIT A
(Subdivision/Unit No.)

CITY OF CHICO/CHICO OAK VALLEY DEVELOPMENT, LLC
(Subdivider)

SPECIAL PROVISIONS

None.

Bond Number: 704543S
Premium: $19,612.00

PERFORMANCE BOND: SUBDIVISION IMPROVEMENT AGREEMENT

OAK VALLEY SUBDIVISION – PHASE 1 UNIT A
(Subdivision/Unit No.)

CHICO OAK VALLEY DEVELOPMENT, LLC
(Subdivider)

Chico Oak Valley Development, LLC, a California limited liability company, as Principal, and Developers Surety and Indemnity Company, a corporation duly licensed to transact business as a corporate surety in the State of California, as Surety, are held firmly bound unto the City of Chico, a municipal corporation of the State of California, in the sum of $1,089,568.14, for which payment well and truly to be made, Principal and Surety hereby bind themselves, their heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into that certain Subdivision Improvement Agreement with the City of Chico, dated December 1, 2015, in which Principal has agreed to construct and install certain public improvements within the above subdivision located in the City of Chico, County of Butte, State of California, which agreement is by reference made a part hereof and is hereinafter referred to as the "Agreement"; and

WHEREAS, by the terms of the Agreement, Principal is required to furnish a bond to the City of Chico in an amount equal to 100 percent of the estimated cost of the public improvements to be constructed and installed under the Agreement to guarantee the faithful performance of every act to be performed by Principal pursuant to the Agreement.

NOW, THEREFORE, the condition of this obligation is such that if the Principal, or Principal's heirs, executors and administrators, successors and assigns, shall in all things abide by and well and truly keep and perform the covenants, conditions, and provisions of the Agreement on Principal's part to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the City of Chico, its boards and commissions and members thereof, its employees and agents, as provided by the Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified herein, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by the City of Chico in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered by a court thereon.
The Surety hereby stipulates and agrees that no change, extension of time, or addition to the terms of the Agreement, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, or to the work to be performed thereunder, or the specifications accompanying the

same.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety on December 2, 2015.

Chico Oak Valley Development, LLC

By: Thomas V. Fogarty, Manager
Thomas V. Fogarty, Manager

Developers Surety and Indemnity Company
(Name of Surety)

17771 Cowan, Suite 100
(Mailing Address of Surety)

Irvine, CA 92614

(800) 924-8655
(Telephone Number of Surety)

By: Elizabeth Collodi
Attorney-in-Fact Elizabeth Collodi

APPROVED AS TO FORM*:

Vincent C. Ewing, City Attorney

*Pursuant to the Charter of
The City of Chico §906(D)