



1 within 24 months of the date of this agreement.

2 3. The parties hereto agree that Subdivider, pursuant  
3 to Sections 11611 and 11612 of the Business and Professions Code  
4 will initiate and consummate proceedings under the Municipal  
5 Improvement Act of 1913 (Streets and Highways Code, Sections  
6 10000, et seq.), for the completion of street improvements,  
7 tract drainage, sewer system, water system and construction of  
8 all improvements as required by applicable Ordinances of the  
9 County of Mariposa, State of California as amended, and all  
10 improvements required in the approved improvement plan entitled  
11 Yosemite West Unit No. 1 Construction Plans as prepared by  
12 Jorgensen-Tolladay Engineers and on file in the Office of the  
13 Board of Supervisors of the County of Mariposa, State of California,  
14 and also on file in the office of the Mariposa County Surveyor  
15 and Engineer.

16 Subdivider further agrees to pay from the proceeds of the  
17 assessment proceedings the cost of inspection of such work by  
18 the officially designated representative of the County of Mariposa,  
19 the cost of all improvements, the cost of servicing bonds and the  
20 cost of relocating existing utilities when such relocation is  
21 necessary to permit the construction of improvements required  
22 for the subdivision.

23 4. Subdivider further agrees to initiate the formation  
24 of a maintenance district of type and character as approved by  
25 the Board of Supervisors of the County of Mariposa in order  
26 that maintenance of public facilities shall be at the expense of  
27 the Subdivider and affected lands and property.

28 5. Subdivider further agrees to set and establish survey  
29 monuments in accordance with the filed map and to the satisfaction  
30 of the Mariposa County Surveyor.

31 6. The Subdivider shall indemnify and hold harmless the  
32 "County" from any and all loss, damage, or liability resulting

1 from Subdivider's performance or non-performance of his duties  
2 under this Agreement, or from negligence of himself or his agents,  
3 servants and employees.

4 7. If the construction of the work of improvement  
5 should be delayed without fault of Subdivider, the time for  
6 the completion thereof may be extended by the County for such  
7 period of time the County may deem reasonable.

8 8. The Subdivider shall obtain and file with the County  
9 a good and sufficient surety bond in favor of the County and in  
10 form approved by the County securing the faithful performance by  
11 "Subdivider" of the work of improvement required, in the penal  
12 sum of \$ 985,400.00

13 9. The procurement and delivery of said surety bond  
14 and payment of applicable fees and costs shall be a conditions  
15 precedent to the filing of the final subdivision map and to the  
16 promises of the County herein.

17 10. Upon the furnishing by the contractor of the labor  
18 and material and faithful performance bonds required by the  
19 Municipal Improvement Act of 1913, the improvement security  
20 deposited herewith by Subdivider may be reduced, at the option  
21 of County, by an amount corresponding to the amount of bonds so  
22 furnished by the contractor.

23 11. Any extension of time hereunder shall not operate to  
24 release the surety on the bond filed pursuant to this Agreement.  
25 In this connection the surety waives the provisions of Section  
26 2819 of the Civil Code of the State of California.

27 12. Subdivider further agrees to set aside and dedicate  
28 a site for a dump area to be used by the residents of this area,  
29 said site to be located in the waste treatment area of subject  
30 subdivision. Subdivider also agrees that the operation and  
31 maintenance of this facility shall be the responsibility of  
32 subdivider or of the maintenance district referred to in Para-

1 graph 4 above. The operation and maintenance of said disposal  
2 facility shall be in accord with the recommendations and subject  
3 to the jurisdiction of the Mariposa County Health Department.

4 13. Subdivider further agrees, that in accord with the letter  
5 of July 18, 1966, to Mr. C. G. Adelsbach, Superintendent of  
6 Schools, Mariposa County Unified School District, or written  
7 agreement modifying the same made within two years after date,  
8 to dedicate to said Mariposa County Unified School District a  
9 five acre site within the area agreed upon with the Mariposa  
10 County Unified School District Board of Trustees. Subdivider  
11 shall cause the five acre site to be surveyed and a conveyance  
12 made to the Mariposa County Unified School District.

13 14. Reference is hereby made to Mariposa County Board  
14 of Supervisors Resolution No. 67-26, passed and adopted on  
15 March 28, 1967, and the provisions of said resolution are  
16 incorporated herein and made a part hereof as though fully set  
17 forth herein. Subdivider agrees to abide, and be bound by, the  
18 provisions of said resolution No. 67-26.

19 15. Subdivider covenants that the land within the  
20 proposed Yosemite West Unit No. 1 Subdivision will be unencumbered  
21 by any lien or deed of trust or mineral reservation at the time  
22 any bonds are to be issued against same.

23 16. Subdivider agrees to present either a written state-  
24 ment or a bond guaranteeing the installation of electric service  
25 to the said subdivision prior to the authorization of any bond  
26 or the authorization of construction of subdivision improvements.

27 17. Subdivider agrees to pay all fees and charges  
28 required under Mariposa County Ordinance No. 201 and amendments  
29 thereto, and agrees to advance the sum required to be advanced  
30 under the provisions of said Resolution No. 67-26.

31 18. In the event the proceeds of any bonds issued and  
32



1 sold for the financing of subdivision improvements, and costs  
2 incidental thereto, should prove insufficient to pay the actual  
3 cost of construction of the said subdivision improvements, and  
4 costs incidental thereto, subdivider agrees to pay, or to cause  
5 to be paid, the difference between the proceeds of said bonds  
6 and such actual costs. In the event the proceeds of such bonds  
7 exceed the actual cost of construction of subdivision improve-  
8 ments and expenses related thereto, such excess shall be  
9 retained as a maintenance fund or disposed of in the manner  
10 provided by law, at the option of County.

11 19. In the event efforts to authorize and sell bonds  
12 and construct subdivision improvements out of the proceeds of  
13 such bonds under the above mentioned special assessment pro-  
14 ceedings should become unfeasible, or should fail, County shall  
15 be freed from any obligation to assist in financing of sub-  
16 division improvements by such special assessment proceedings,  
17 and the cost of constructing subdivision improvements for said  
18 subdivision shall be the obligation of subdivider.

19 20. The Parties agree to cooperate in good faith in  
20 performing the provisions of this agreement.

21 Subdivider

22 A Joint Venture between  
23 YOSEMITE HIGHLANDS, Inc., a  
California Corporation  
24 and  
40 ACRES, Inc., a California  
25 Corporation  
26 YOSEMITE HIGHLANDS, INC., a  
California Corporation

COUNTY OF MARIPOSA, a political  
division of the State of  
California

By [Signature]  
Harry F. Nurlbert, Chairman  
of the Board of Supervisors,  
County of Mariposa

27  
28 By [Signature]  
29 40 ACRES, INC., a California  
Corporation

30  
31 By [Signature]  
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