

**COUNTY OF SHASTA
STATE OF CALIFORNIA
MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into between the County of Shasta, a political subdivision of the State of California ("County"), and Albert L. Shufelberger, President of Stillwater Properties, a California Corporation, ("Developer"), this _____ day of _____, 2023.

WHEREAS, Developer has constructed public improvements applicable to Stillwater Ranches Unit 2 Phase 2, Tract 18-0001, (the "Development") and in accordance with the improvement plans prepared by Ed Whitson Engineering, Inc. approved by the Public Works Director on August 19, 2019, and identified as Project Improvement Plans, Stillwater Ranches Unit 2 Phase 2, Tract 18-0001 (the "Approved Plans"); and

WHEREAS, the Public Works Director is recommending that County accept for maintenance the following public improvements in the Development: White Antler Court, White Deer Court, White Antler Court at Stillwater Creek bridge, and the Stillwater Ranches Emergency Fire Escape Road (EFER) as depicted on the Approved Plans (the "Improvements"); and

WHEREAS, Developer has requested approval of the Final Map; and

WHEREAS, Shasta County Code section 15.16.050 requires Developer to enter into an agreement with County to maintain the Improvements prior to approval of the Final Map.

NOW, THEREFORE, Developer agrees and covenants with County as follows:

1. The recitals in this Agreement ("WHEREAS" paragraphs) are hereby incorporated by reference to these terms, conditions, and covenants.
2. For purposes of any and all laws, rules, or County Codes applicable to this Agreement, including but not limited to Shasta County Code Chapter 15.16, the term Developer shall also refer to and mean subdivider.
3. Developer shall maintain the Improvements, at its sole cost and expense and at no cost to County, for one year beginning the date of County's acceptance of the Improvements.
4. Developer shall immediately make good any defects in the Improvements including, but not limited to, defects relating to work or labor done or materials used or furnished in the performance of the construction of the Improvements; for one year beginning the date of acceptance by County of the Improvements. For purposes of this agreement, a defect in work, labor, or materials includes, but is not limited to, the failure of any of the Improvements, during the term of this Agreement, to meet applicable County standards or to be fit for its intended purpose, as determined by County.
5. Prior to County's approval of the Final Map and acceptance of the Improvements, Developer shall, at Developer's sole cost and expense, provide security acceptable to County in the sum of \$83,847.00 (EIGHTY THREE THOUSAND EIGHT HUNDRED

FORTY SEVEN DOLLARS AND NO CENTS) to secure Developer's performance of the obligations in this agreement in accordance with Chapter 15.16 of the Shasta County Code Chapter and, Government Code section 66499, as any or all of the foregoing provisions of County Code or law may be amended from time to time, to the satisfaction of the Public Works Director.

6. In the event that the term of this Maintenance Agreement requires a longer period as may be determined by the Public Works Director pursuant to Shasta County Code 15.16.50, or as any other provisions of law or County Code may so dictate, require or allow, then Developer shall promptly present sufficient improvement security in an amount and form determined by the Public Works Director.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the County and Developer have executed this agreement on the day and year set forth above.

COUNTY OF SHASTA

Date: _____

PATRICK JONES, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

MATTHEW M. MCOMBER
Acting County Counsel

By: Alan B. Cox 8/18/23
Alan B. Cox
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 08/17/2023
James Johnson
Risk Management Analyst III

DEVELOPER

*ALBERT L. SHUFELBERGER, on behalf of himself individually
and as President of Stillwater Properties*

By: Albert L. Shufelberger

Date: 8-11-2023