

**THIRD AMENDMENT TO
AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY AND OWNER**

THIS THIRD AMENDMENT, to that certain Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner (hereinafter referred to as the “Agreement”), made and entered by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as “County”), and **AKT PROMONTORY, LLC**, a limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 7700 College Town Drive, Suite 101, Sacramento, California 95826 (hereinafter referred to as “Owner”); concerning **PROMONTORY VILLAGE 2C, TM 98-1356-R-3** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 14th day of November, 2017.

RECITALS

WHEREAS, County, and Owner entered into that certain Subdivision Improvements Agreement on November 14, 2017, entered into the First Amendment to Agreement on November 26, 2019, and the Second Amendment to Agreement on October 13, 2020, in connection with the Subdivision, copy of which Agreement is incorporated herein and made by reference a part hereof (hereinafter referred to as “Agreement”);

WHEREAS, the Agreement, as amended, requires Owner to complete the subdivision improvements thereunder on or before November 14, 2021, and Owner has not completed all of the improvements but has requested an extension of time to complete the subdivision improvements subject to the terms and conditions contained herein, to November 14, 2022;

WHEREAS, the parties notice recipients have changed, amending Section 27;

WHEREAS, the County officer or employee with responsibility for administering this Agreement has changed, amending Section 28;

NOW, THEREFORE, the parties hereto, in consideration of the recitals, terms, and conditions herein, do hereby agree to amend the terms of the Agreement in this Second Amendment to read as follows:

- I.** Section 3 is amended to read as follows:
3. Complete the Subdivision improvements contemplated under this Agreement on or before November 14, 2022.

II. Section 27 is hereby amended to read as follows:

27. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Natalie Porter, P.E., T.E.
Supervising Civil Engineer
Transportation Planning
and Land Development

Attn.: Adam Bane, P.E.
Senior Civil Engineer

or to such other locations as County directs.

Notices to Owner shall be addressed as follows:

AKT Promontory, LLC
7700 College Town Drive, Suite 101
Sacramento, California 95826

Attn.: Larry Ito,
Project Manager

or to such other location as Owner directs.

III. Section 28 is hereby amended to read as follows:

28. The County Officer or employee with responsibility for administering this Agreement is Natalie Porter, P.E., T.E., Supervising Civil Engineer, Transportation Planning and Land Development, Department of Transportation, or successor.

Except as herein amended, all other parts and sections of that certain Agreement dated November 14, 2017, shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Department Concurrence:

By: 
Natalie Porter, P.E., T.E.
Supervising Civil Engineer
Transportation Planning
and Land Development
Department of Transportation

Dated: 11/1/21

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 11/2/21

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that certain Subdivision Improvement Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

By:  Dated: 11-4-21
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By:  Dated: 11-4-21
Deputy Clerk

-- AKT PROMONTORY, LLC --
a California Limited Liability Company

By: Russell-Promontory, LLC,
An Illinois Limited Liability Company
Its: Managing Member

By: AKT Development Corporation
A California corporation
Its: Manager

By:  Dated: 10-27-21
Angelo K. Tsakopoulos
President and CEO
"Owner"

Notary Acknowledgment Attached

OWNER

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

On October 27, 2021 before me, Dianna S. George, Notary Public,
(here insert name and title of the officer)

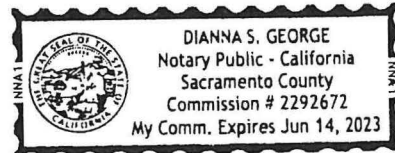
personally appeared
Angelo K. Tsakopoulos

who 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~~ authorized capacity(ies), and that by ~~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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dianna S. George



(Seal)