

**OFFSITE ROAD IMPROVEMENT AGREEMENT
FOR MALCOLM DIXON AREA OF BENEFIT,
TM05-1401-E, TM06-1408, TM06-1421-E, AND TM08-1463
BETWEEN THE COUNTY AND THE DEVELOPERS**

AGMT #19-54910

THIS ROAD IMPROVEMENT AGREEMENT, hereinafter called “Agreement” made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as “County”) and **OMNI FINANCIAL, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 1260 41st Avenue, Suite O, Capitola, California 95010; **ALTO, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 791 University Avenue, Sacramento, California 95825; **SALMON FALLS LAND AND CATTLE COMPANY, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 6029 Monet Way, El Dorado Hills, California 95762; **DIAMANTE DEVELOPMENT, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 2020 Via Veritas, El Dorado Hills, California 95762; and **CHRISTOPHER A. LABARBERA REVOCABLE TRUST, 2019**, whose principal place of business is 2020 Via Veritas, El Dorado Hills, California 95762 (hereinafter collectively referred to as “Developers”) concerning the offsite road and drainage improvements for the **Malcolm Dixon Road Multi Project Area of Benefit** (hereinafter referred to as “Project”) in accordance with the improvement plans entitled **Improvement Plans for Malcolm Dixon Road Multi Project Area of Benefit** and cost estimates prepared by CTA Engineering & Surveying, David Robert Crosariol, P.E. Registered Civil Engineer, and approved by Adam Bane, Senior Civil Engineer, Development/Right of Way/Environmental, Department of Transportation (hereinafter referred to as “Transportation”).

RECITALS

WHEREAS, Developers have prepared the Malcolm Dixon Road Multi Project Area of Benefit Improvement Plans and cost estimates for the construction of the Project that have been approved by County Engineer;

WHEREAS, Developers shall provide County satisfactory security in the form of cash payments or Performance Bond and Laborers and Materialmens Bonds (“Bonds”) for the Project work prior to advertisement for bids;

WHEREAS, it is the intent of the parties hereto that the performance of Developers' obligations shall be in conformance with the terms and conditions of this Agreement and shall be in conformity with all applicable state and local laws, rules, and regulations;

NOW, THEREFORE, the parties hereto in consideration of the recitals, terms, and conditions herein, do hereby agree as follows:

SECTION 1. THE WORK

Developers will, at its own cost and expense, in a workmanlike manner, faithfully and fully design and construct or cause to be constructed all drainage and road related improvements for the "Area of Benefit" improvements listed in the Table 2 below, as commonly required by the Conditions of Approval for the La Canada Subdivision (TM08-1463), Malcolm Dixon Road Estates (TM05-1401-E), Alto, LLC (TM06-1408), and Diamante Estates (TM06-1421-E) Tentative Maps. Developers will perform the requirements of this Agreement in accordance with the plans, change orders, and itemized cost estimates approved by County and hereby made a part of this Agreement for all purposes as if fully incorporated herein. Developers shall improve Malcolm Dixon Road from STA 10+00 to STA 28+20 and STA 28+20 to 40+51, and improve New Connection from STA 20+20 to STA 21+70 and STA 10+00 to STA 15+44 to the standards listed in the table below. All construction work shall be in accordance with all applicable state and local rules, regulations, and County policies. The improvements described herein are considered public works for purposes of the state prevailing wage laws (California Labor Code § 1720 et seq.). Developers' obligations herein are for the completion of the improvements and shall not be relieved by contracting for the improvements.

| ROAD NAME | | ROAD WIDTH | EXCEPTIONS/NOTES |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AREA OF BENEFIT Off-Site Malcolm Dixon Road Widening From STA: 10+00 to STA: 28+20 | Std Plan 101B County Maintained System | 24ft (50ft R/W) EP to EP | Two 12 foot wide lanes and 3 foot wide shoulder per Exhibit X. 2"AC overlay over existing section. No vertical profile change. 3"AC/8"AB section for pavement extension or as recommended in Soils report. |
| AREA OF BENEFIT Off-Site Malcolm Dixon Road Reconstruction From STA: 28+20 to STA: 40+51 | Std Plan 101B County Maintained System | 24ft (50ft R/W) Including slope casements. EP to EP | Two 12 foot wide lanes, AC dike and 3 foot wide shoulder per Exhibit X. Omit shoulders at (c) Box Culvert location. 3"AC/8"AB or as recommended in Soils report. For design speed see Exhibit X. |
| AREA OF BENEFIT New Connection Reconstruction portion From STA: 20+20 to STA: 21+70. | Std Plan 101B County Maintained System | 24ft (50ft R/W) Including slope casements. EP to EP | Two 12 foot wide lanes, AC dike and 2 foot wide shoulder per Exhibit X. 3"AC/8"AB section or as recommended in Soils report. For design speed see Exhibit X. |
| AREA OF BENEFIT Off-Site New Connection From STA: 10+00 to STA: 15+44 | Std Plan 101B County Maintained System | 36ft (60ft R/W) Including slope casements. FC to FC | 36 foot travel way, curb, gutter and 6 foot wide shoulder per Exhibit X. 3"AC/8"AB section or as recommended in Soils report. For design speed see Exhibit X. 36 feet will accommodate two 11-foot travel lanes and a 10-foot striped turn pocket if necessary and 2-foot gutter pans on each side. |

An itemized account of the estimated cost of said improvements is set forth in Exhibit A, marked "Engineer's Bonding Estimate for Road Improvements;" which is attached hereto and incorporated by reference herein.

County will require Developers to make such alterations, deviations, additions to or deletions from the improvements shown and described on the plans, specifications, and cost estimates as may be reasonably deemed by County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated. Developers shall be responsible for all design and engineering services of the Project, at the location, and as generally depicted in the plans, specifications, and contract documents approved by County. The design has been prepared in accordance with all applicable laws, statutes, orders, map conditions, and with County standards for the Project. Upon completion of the work, Developers shall provide proof of adequate professional liability insurance of the engineer overseeing construction of the Project, and in favor of County. Developers shall further provide for the complete assignment of ownership of all plans and specifications to the benefit of County.

SECTION 2. TRAFFIC CONTROL

A Traffic Control Plan that meets County Standards shall be prepared by a Registered Civil Engineer and submitted to the Department of Transportation for review and approval **prior to the start of work on the Project.**

The Traffic Control Plan shall address access to adjacent properties and the safe and convenient passage of public traffic through the work area. Road closure will not be permitted without El Dorado County Board of Supervisors approval, and two (2) lanes of traffic must be open at the end of each working day. The Traffic Control Plan shall include proposed flagging, signage, protective barriers and limits on excavation within four (4) feet of travel ways open to traffic. The Plan shall also include any proposed staging of the improvements.

SECTION 3. TIME

Developers shall cause the commencement of items of work after County's approval of the plans for the Project (which plans were approved on April 12, 2019) and shall complete the Project no later than two (2) years from the date of execution of this Agreement, subject to extensions for delays not within the control of Developers. Construction activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 8:00 a.m. and 5:00 p.m. on weekends and federally recognized holidays.

SECTION 4. WARRANTY

Developers warrants against defect the materials and workmanship utilized on this Project for a period of one (1) year from the date of County's acceptance of the Project and shall make such replacements and repairs during such one (1) year period, at its sole cost and

expense, as are necessary. County will retain a portion of the security posted in the amount of ten percent (10%) of the total value of work performed, in the form of a Performance Bond for one (1) year following acceptance of the work by County to secure the repair of any hidden defects in workmanship or materials which may appear.

SECTION 5. PERFORMANCE AND LABORERS AND MATERIALMENS BONDS

Developers shall deliver to Transportation a Performance Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Two Million Three Hundred Nineteen Thousand Ninety-Seven Dollars and Eleven Cents (\$2,319,097.11)** conditioned upon the faithful performance of Developers' obligation for the full construction of the road improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

Developers shall deliver to Transportation a Laborers and Materialmens Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Two Million Three Hundred Nineteen Thousand Ninety-Seven Dollars and Eleven Cents (\$2,319,097.11)** conditioned upon the faithful performance of Developers' obligation for the full construction of the road improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

The Bonds required by this Section are a condition precedent to County entering into this Agreement. Additionally, Developers shall ensure that the contractor awarded the work shall provide Payment and Performance Bonds that name County as an additional obligee and that include a one (1) year warranty provision in the Performance Bond against defects in materials and workmanship. The forms shall be County's approved forms. After contract award, Developers shall submit for County's review and approval the executed bonds together with certificates of insurance from the contractor naming County as an additional named insured.

SECTION 6. INDEMNIFICATION

To the fullest extent allowed by law, Developers shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Developers' obligations under this Agreement, or work on the Project, and the design, including the plats and legal descriptions for the acquisition of right-of-way, of the improvements whether by Developers or Developers' consultant, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Developers, any Contractor(s), Subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Developers to indemnify and hold County harmless includes the duties to defend set forth in California Civil Code Section 2778.

This duty to indemnify is separate and apart from the insurance requirements herein and shall not be limited thereto.

SECTION 7. ATTORNEY FEES

In the event that there is any controversy, complaint, cause of action, or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this Agreement or in enforcing or defending the security obligations provided herein, the prevailing party shall be entitled to reasonable attorney's fees, including reasonable County Counsel fees and costs if so incurred, costs and expenses.

SECTION 8. INSURANCE

GENERAL INSURANCE REQUIREMENTS: Developers shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that Developers maintain insurance that meets the following requirements. In lieu of this requirement, Developers may have their Contractor provide proof of a policy of insurance satisfactory to the County's Risk Management Division and documentation evidencing that Contractor maintains said insurance so long as Contractor's insurance meets these same requirements and standards, and subject to Contractor assuming the same obligations as Developers as follows:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees performing work under this Agreement as required by law in the State of California.
2. Commercial General Liability (CGL) Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, blanket contractual and independent contractors liability and a Two Million Dollar (\$2,000,000) aggregate limit.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Developers in performance of the Agreement.
4. In the event Developers or their agents are licensed professionals and are performing professional services under this contract, Professional Liability Insurance is required, with a limit of liability of not less than One Million Dollars (\$1,000,000).
5. Explosion, Collapse, and Underground (XCU) coverage is required when the scope of work includes XCU exposure.

PROOF OF INSURANCE REQUIREMENTS:

1. Developers shall furnish proof of coverage satisfactory to County’s Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement inclusive of the obligation to design and construct the Project are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to the insurance policies naming County an additional insured.

3. In the event Developers cannot provide an occurrence policy, Developers shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or Developers shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

INSURANCE NOTIFICATION REQUIREMENTS:

1. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon prior written notice to County at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667.

2. Developers agree that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Developers shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Developers fail to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division, and Developers agree that no work or services shall be performed prior to the giving of such approval.

ADDITIONAL STANDARDS: Certificates shall meet such additional standards as may be determined by Transportation, either independently or in consultation with the Risk Management Division, as essential for protection of County.

COMMENCEMENT OF PERFORMANCE: Developers shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Developers to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

PRIMARY COVERAGE: Developers' insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Developers' insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against the County of El Dorado, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

DEVELOPERS' OBLIGATIONS: Developers' indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

SECTION 9. RESPONSIBILITY OF ENGINEER

Developers shall employ and make available to County an individual or firm acceptable by the County Engineer to provide responses to contractor and construction inspector requests for information, and to provide requisite design revisions as requested by County Engineer before, during and close out of construction, and through the one-year warranty period of the Project. County Engineer shall be notified by Developers one (1) month in advance of terminating the services of the individual or firm accepted by County Engineer and shall employ a comparable replacement individual or firm acceptable by County Engineer simultaneously to the termination notice date. The individual or firm so employed shall act as Developers' representative to ensure full compliance with the terms and conditions set forth in the plans, specifications, all permits and any other agreements, notices or directives related to the Project. County Engineer shall have full access to the individual or firm to ensure that the Project is being constructed in accordance with the approved plans and County specifications. The cost associated with County's utilization of the individual or firm shall be a Project cost for which Developers are responsible.

SECTION 10. INSPECTION

An authorized representative of County will perform construction inspection and material testing in accordance with the most current State of California, Department of Transportation,

Standard Specifications. All testing shall be accomplished to the reasonable satisfaction of County.

SECTION 11. RECORD DRAWINGS

Developers shall have an engineer prepare Record Drawings describing the finished work. The Record Drawings shall be submitted to Transportation at the completion of the work.

SECTION 12. FEES

Developers shall pay all fees in accordance with Transportation's fee schedules, including but not limited to application, plan checking, construction oversight, inspection, administration and acceptance of the work by County.

SECTION 13. DEFAULT, TIME TO CURE, AND REMEDY

Developers' failure to perform any obligation at the time specified in this Agreement will constitute a default and County will give written notice of said default ("Notice") in accordance with the notice provisions of this Agreement. Notice shall specify the alleged default and the applicable Agreement provision Developers shall cure the default within forty-five (45) days ("Time to Cure") from the date of the Notice. In the event that the Developers fail to cure the default within the Time to Cure, Developers shall be deemed to be in breach of this Agreement.

SECTION 14. PUBLIC UTILITIES

Developers shall investigate and determine if existing public and private utilities conflict with the construction of the Project. Developers shall make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. Developers shall pay all costs of protection, relocation, or removal of utilities. In the event that the utility companies do not recognize this Project as a County project for which the utility companies bear one hundred percent (100%) of the cost of relocation, then, as between County and Developers, Developers shall pay all costs of protection, relocation or removal of utilities. Notwithstanding the aforementioned, nothing in this provision shall be construed to prevent Developers from making a claim to the owner of said utilities for reimbursement for relocation costs.

SECTION 15. RIGHT-OF-WAY CLEARANCE

Right of way requirements for this project have been obtained by Developers and such acquisitions approved by County. No additional right of way requirements are necessary for the project improvements as designed and for which Improvement Plans have been approved.

SECTION 16. NO DEVELOPERS REIMBURSEMENT

The Parties agree and acknowledge that the Project costs associated with the improvements contemplated herein are not eligible for reimbursement by County and all costs shall be borne by Developers.

SECTION 17. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Andrew S. Gaber, Deputy Director, Development, Right of Way, Environmental, Department of Transportation, or successor.

SECTION 18. ACCEPTANCE

Upon completion of the Project and upon receipt by County's Board of Supervisors of a certification from the Department of Transportation that all work has been completed and that the conditions of this Agreement have been fulfilled, the Board of Supervisors will accept the Project road improvements.

SECTION 19. REIMBURSEMENT TO COUNTY

County shall be entitled to reimbursement by Developers of costs and expenses incurred by County for construction oversight, inspection, right-of-way, administration and acceptance of the work performed pursuant to this Agreement.

SECTION 20. THE PROJECT/ DEVELOPERS STATUS

Developers are constructing and completing the Project improvements as described herein and are acting as independent agents and not as agents of County.

SECTION 21. FORCE MAJEURE

No party shall be in default if performance of any obligation hereunder is rendered impossible or impracticable solely by unforeseen and supervening conditions beyond such party's control.

A Force Majeure Event shall include but not be limited to:

1. Fire, casualties, chemical or radioactive contamination, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological, environmental or ground conditions, epidemic, famine, plague, or other similar natural calamities and/or acts of God;

2. Explosion, accident, structural collapse, quarantine restrictions, or chemical contamination (other than resulting from an act of war, terrorism, or sabotage);

3. Acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, sabotage, insurrection, rebellion, civil commotion, and sabotage;

4. Strikes, lockouts, work stoppage, material shortages, labor disputes, and such other industrial actions;

5. Conditions affecting the Area of Benefit properties, the Project improvements, or any portion of either, including any delay caused or resulting from the investigation or remediation of such conditions; litigation or a referendum that enjoins construction or other work on the Property, the Project or any portion of either; litigation or a referendum that challenges this Agreement, the Project Approvals, or a development moratorium;

6. Any action or failure to act by any competent authority, the issuance of an order or injunction against Developers proceeding to complete its obligations under this Agreement by a court, legislative or regulatory tribunal having jurisdiction over the subject matter of the Agreement, including passing of a statute, decree, regulation, formal requirement, or order prohibiting completing the subject matter of the Agreement, other than as a result of Developers' failure to comply with the law or any order, consent decree, rule, regulation, or other legislative, or judicial instrument passed by a competent authority as regards the subject matter of the Agreement.

Required Notice of a Force Majeure Event:

In the occurrence of a Force Majeure Event, Developers shall, as soon as practical, notify County of the nature and expected duration of such Force Majeure Event and shall thereafter reasonably keep County informed until such time as Developers are able to perform its obligations.

Effects of an Event of Force Majeure:

Developers shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event.

If and to the extent that Developers are prevented from completing its obligations under the Agreement by the Force Majeure Event, while Developers are so prevented, Developers shall be relieved of its obligations as prevented by the circumstances, but shall attempt to reasonably continue to perform the remainder of its obligations under the Agreement as reasonably practicable.

If and to the extent that Developers suffer a delay during the Construction Period as a result of the Force Majeure Event, then Developers shall be entitled to an extension for the Time for Completion.

The Time period under Section 3 of the Agreement shall be extended by a period equal to the period of interruption or delay caused by the Force Majeure Event.

Developers and County shall use their reasonable and good faith efforts to: (1) overcome the effects of the Force Majeure Event; (2) mitigate the effect of any delay occasioned by any Force Majeure Event, including by recourse to alternative mutually acceptable (which acceptance shall not be unreasonably withheld by either party) design, sources of services, equipment, and materials; and (3) subject to the foregoing provisions regarding satisfaction of applicable Conditions of Approval for final map(s), attempt resumption of normal performance of obligations under this Agreement as soon as reasonably practicable.

SECTION 22. NOTICE TO PARTIES

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:

To County:

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

Attn: Andrew S. Gaber, P.E.,
Deputy Director
Development/ROW/Environmental

With a copy to:

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

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

or to such other location as County directs.

Notices to Developers shall be addressed as follows:

OMNI Financial, LLC
1260 41st Street, Suite O
Capitola, CA 95010

Attn.: Martin Boone
Managing Member

Salmon Falls Land and Cattle Company, LLC
Post Office Box 6070
Folsom, CA 95763

Attn.: Joel Korotkin
Managing Member

ALTO, LLC
791 University Avenue
Sacramento, CA 95825

Attn.: Gary Sparks
Chief Executive Officer/Managing
Member

Christopher A. LaBarbera Revocable Trust, 2019 Copy to: Holderness Law Firm
2020 Via Veritas P. O. Box 975
El Dorado Hills, CA 95762 Folsom, CA 95763

Attn.: Chris LaBarbera
Trustee

Attn.: R. Holderness, Esq.

Diamante Development, LLC
2020 Via Veritas
El Dorado Hills, CA 95762

Copy to: Holderness Law Firm
P. O. Box 975
Folsom, CA 95763

Attn.: Chris LaBarbera
Managing Member

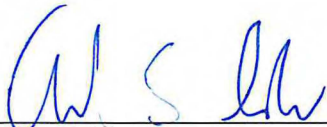
Attn.: R. Holderness, Esq.

or to such other location as Developers direct.

SECTION 22. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Requesting Contract Administrator Concurrence:

By: 
Andrew S. Gaber, P.E.
Deputy Director
Development/ROW/Environmental
Department of Transportation

Dated: 7/30/2019

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 8/6/19

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

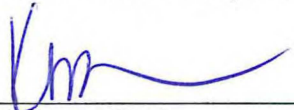
-- COUNTY OF EL DORADO --

By: 

Dated: 9/24/2019

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 9/24/2019

-- ALTO, LLC --

ALTO, LLC,
California Limited Liability Company

By: 
Gary Sparks,
its Chief Executive Officer/
Managing Member

Dated: 7-3-19

-- OMNI FINANCIAL, LLC --

OMNI FINANCIAL, LLC,
a California Limited Liability Company

By: _____
Martin Boone
its Managing Member

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 July 3, 2019 before me, Susan R Stephens, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared GARY SPARKS
Name(s) of Signer(s)

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 Susan R Stephens
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

IN WITNESS WHEREOF, the parties have executed this 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: _____

Board of Supervisors
"County"

Attest:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- ALTO, LLC --

ALTO, LLC,
California Limited Liability Company

By: _____

Dated: _____

Gary Sparks,
its Chief Executive Officer/
Managing Member

-- OMNI FINANCIAL, LLC --

OMNI FINANCIAL, LLC,
a California Limited Liability Company

By: 

Dated: 2-2-19

Martin Boone
its Managing Member

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 Santa Cruz

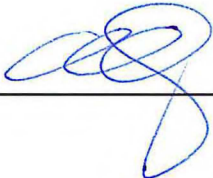
On July 2, 2019 before me, E. Johnson, Notary Public,
(here insert name and title of the officer)

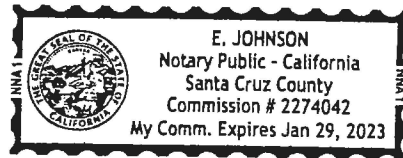
personally appeared Martin Boone

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 



(Seal)

-- SALMON FALLS LAND AND CATTLE COMPANY, LLC --

SALMON FALLS LAND AND CATTLE COMPANY, LLC
a California Limited Liability Company

By: 
Joel Martin Korotkin
its Managing Member

Dated: 7/3/19

-- DIAMANTE DEVELOPMENT, LLC --

DIAMANTE DEVELOPMENT, LLC
a California Limited Liability Company

By: _____
Christopher A. LaBarbera
its Managing Member

Dated: _____

-- CHRISTOPHER A. LABARBERA REVOCABLE TRUST, 2019 --

By: _____
Christopher A. LaBarbera
Trustee

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 July 3, 2019 before me, Susan R Stephens, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Joel Korotkin
Name(s) of Signer(s)

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 Susan R Stephens
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Offsite Road Improvement Agreement Document Date: 07/03/19

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

--SALMON FALLS LAND AND CATTLE COMPANY, LLC--

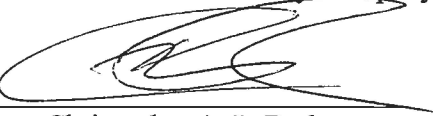
SALMON FALLS LAND AND CATTLE COMPANY, LLC
a California Limited Liability Company

By: _____
Joel Martin Korotkin
its Managing Member

Dated: _____

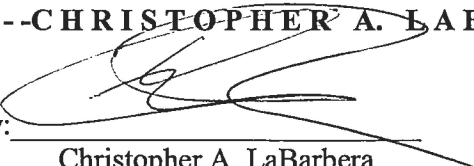
--DIAMANTE DEVELOPMENT, LLC--

DIAMANTE DEVELOPMENT, LLC
a California Limited Liability Company

By: 
Christopher A. LaBarbera
its Managing Member

Dated: 7/3/19

--CHRISTOPHER A. LABARBERA REVOCABLE TRUST, 2019--

By: 
Christopher A. LaBarbera
Trustee

Dated: 7/3/19

OWNER

ACKNOWLEDGMENT

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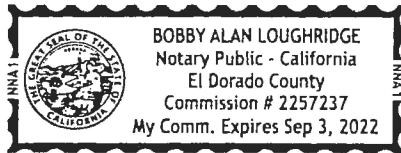
State of California
County of El Dorado

On 7/3/2014 before me, Bobby Alan Loughridge, Notary Public,
(here insert name and title of the officer)

personally appeared Christopher Anthony La Barbera,

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 Bobby Alan Loughridge

(Seal)

OWNER

ACKNOWLEDGMENT

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State of California

County of El Dorado

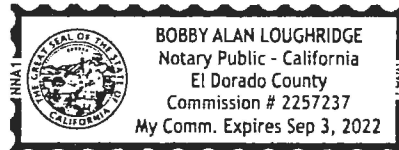
On 7/3/2019 before me, Bobby Alan Loughridge, Notary Public
(here insert name and title of the officer)

personally appeared Christopher Anthony La Barbera,

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 Bobby Alan Loughridge

(Seal)



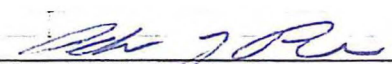

**Engineer's Preliminary Opinion of Cost
 "PRIVATE FUNDING AGREEMENT"
 Based on 100% Plans**

03/25/19

| Item No. | Description | Quantity | Unit | Unit Price | Total Amount |
|----------------------------------------------------|--------------------------------------------------------------------|----------|------|-------------------|-----------------------|
| Malcolm Dixon Roadway Reconstruction | | | | | |
| 1 | Clear and Grub | 1.9 | ac | \$1,600.00 | \$3,088.00 |
| 2 | Erosion Control Measures | 1 | ls | \$15,000.00 | \$15,000.00 |
| 3 | Dust Control | 1 | ls | \$5,000.00 | \$5,000.00 |
| 4 | Obliterate Existing AC Outside of Right-of-Way | 600 | s | \$3.10 | \$1,860.00 |
| 5 | Excavation (Include obliterate existing AC inside of Right-of-Way) | 35,600 | c | \$10.00 | \$356,000.00 |
| 6 | Import | 34,930 | c | \$18.00 | \$628,740.00 |
| 7 | 3" AC | 55,120 | sf | \$1.75 | \$96,460.00 |
| 8 | 8" AB | 55,120 | sf | \$1.75 | \$96,460.00 |
| 9 | 2" AC Driveway | 7,600 | sf | \$1.20 | \$9,120.00 |
| 10 | 4" AB Driveway | 7,600 | sf | \$0.90 | \$6,840.00 |
| 11 | 6" Water w/Fittings | 1,065 | lf | \$49.00 | \$52,185.00 |
| 12 | 10" Water w/Fittings | 160 | lf | \$57.00 | \$9,120.00 |
| 13 | 8" Gate Valve | 1 | ea | \$2,787.00 | \$2,787.00 |
| 14 | 1" Irrigation Service | 1 | ea | \$1,450.00 | \$1,450.00 |
| 15 | 2" ARV | 1 | ea | \$4,627.00 | \$4,627.00 |
| 16 | 4" BOV | 1 | ea | \$3,575.00 | \$3,575.00 |
| 17 | Fire Hydrants | 2 | ea | \$5,855.00 | \$11,710.00 |
| 18 | Connect to Existing Water | 2 | lf | \$2,500.00 | \$5,000.00 |
| 19 | Valley Gutter | 85 | s | \$36.00 | \$3,060.00 |
| 20 | Type 2 Vertical Curb and Gutter | 430 | lf | \$20.00 | \$8,600.00 |
| 21 | Modified Type 2 Vertical Curb and Gutter | 845 | lf | \$15.00 | \$12,675.00 |
| 22 | AC Dike Type A | 1,880 | lf | \$6.00 | \$11,280.00 |
| 23 | 18" Storm Drain | 285 | lf | \$45.00 | \$12,825.00 |
| 24 | 36" OMP | 1 | ea | \$3,600.00 | \$3,600.00 |
| 25 | Type G4 DI w/Manhole Base | 2 | ea | \$4,700.00 | \$9,400.00 |
| 26 | Type G4 DI | 2 | ea | \$2,500.00 | \$5,000.00 |
| 27 | TV Storm Drains | 285 | lf | \$2.05 | \$584.25 |
| 28 | Fabric Lined Brow Ditch | 635 | lf | \$20.00 | \$12,700.00 |
| 29 | Rock Lined Ditch | 45 | lf | \$32.00 | \$1,440.00 |
| 30 | Rock Inlet/Outlet Protection | 4 | c | \$81.30 | \$325.20 |
| 31 | Stippling and Pavement Markings | 2 | ea | \$800.00 | \$1,600.00 |
| 32 | Directional Signs | 4 | ea | \$800.00 | \$3,200.00 |
| 33 | Street Name Signs, Road Signs & Warning Signs | 10 | ea | \$406.40 | \$4,064.00 |
| 34 | Stripping | 4,580 | lf | \$0.43 | \$1,960.80 |
| 35 | 5 Wire Barbed Fencing w/Metal Posts | 2,850 | lf | \$15.00 | \$42,750.00 |
| 36 | 16' Gate | 2 | ea | \$1,000.00 | \$2,000.00 |
| 37 | Traffic Handlines | 1 | ls | \$5,000.00 | \$5,000.00 |
| 38 | Temporary Detour Road - 6" Double Channel Seal | 1 | ls | \$21,900.00 | \$21,900.00 |
| | | | | Subtotal | \$1,472,986.25 |
| Malcolm Dixon Widening Surface Improvements | | | | | |
| 39 | Street Excavation | 360 | c | \$15.25 | \$5,490.00 |
| 40 | Sawcut | 3,240 | lf | \$2.00 | \$6,480.00 |
| 41 | Cold Plane | 3,855 | s | \$4.05 | \$15,612.75 |
| 42 | Asphalt Concrete | 472 | ton | \$90.00 | \$42,480.00 |
| 43 | Cl. 2 AB | 260 | sf | \$55.00 | \$14,300.00 |
| 44 | Strip Seal | 41,640 | sf | \$1.00 | \$41,640.00 |
| 45 | Stripping | 3,470 | lf | \$0.43 | \$1,492.10 |
| | | | | Subtotal | \$127,494.85 |
| 46 | | | | Mobilization (5%) | \$80,024.86 |
| Total Estimated Direct Construction Cost | | | | | \$1,680,505.16 |

**Engineer's Preliminary Opinion of Cost
"PRIVATE FUNDING AGREEMENT"
Based on 100% Plans**

03/25/19

| Item No. | Description | Quantity | Unit | Unit Price | Total Amount |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------|------|------------|-----------------------|
| SOFT COSTS | | | | | |
| A | Bond Inforcement Cost | 2% | | | \$33,610.10 |
| B | Engineering | 12% | | | \$201,660.62 |
| C | Construction Staking | 4% | | | \$67,220.21 |
| D | Construction Management and Inspection | 10% | | | \$168,050.52 |
| E | Contingency | 10% | | | \$168,050.52 |
| Total Estimated Cost | | | | | \$2,319,097.11 |
|  EDC - CDS - DOT: No Exceptions Taken | | | | | 4-2-19 Date |
|  EID: No Exceptions Taken | | | | | 3/25/19 Date |

