

**FIRST AMENDMENT TO**  
**OFFSITE ROAD IMPROVEMENT AGREEMENT FOR OFFSITE PIONEER PLACE**  
**LIFT STATION FORCE MAIN EXTENSION, TM 97-1330**  
**BETWEEN COUNTY AND THE DEVELOPERS**

**THIS FIRST AMENDMENT**, to that certain Road Improvement Agreement (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”), **Silver Springs, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 73 West Stewart Road, Lathrop, California, 95330 and **TTLC EL DORADO - SILVER SPRINGS, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 1601 19th Street, Suite 550, Denver, Colorado 80202, and whose local place of business is 110 Blue Ravine Road, Suite 103, Folsom, California 95630 (hereinafter referred to as “Developers”); concerning the offsite road and drainage improvements for **Offsite Pioneer Place Lift Station Force Main Extension, TM 97-1330** (hereinafter referred to as “Project”); in accordance with the improvement plans **Plans For Pioneer Place Lift Station Force Main Extension** and cost estimates prepared by TLA Engineering & Planning, Kevin E. Mayol, Registered Civil Engineer, and approved by Adam Bane, P.E., Supervising Civil Engineer, (hereinafter referred to as “County Engineer”), El Dorado County Department of Transportation (hereinafter referred to as “Department”).

**RECITALS**

**WHEREAS**, County, and Developer entered into that certain Agreement on February 27, 2024, in connection with the Project, copy of which Agreement is incorporated herein and made by reference a part hereof;

**WHEREAS**, the underlying real property described as Lots 1 through 47 as shown on that certain map entitled Silver Springs Unit 3, was transferred from Silver Springs, LLC to Silver Springs 181 Venture, LLC via Grant Deed on January 13, 2025, and Correctory Deed on February 3, 2025;

**WHEREAS**, by operation of this amendment, Silver Springs 181 Venture, LLC shall assume all of Silver Springs, LLC’s duties, responsibilities, and obligations, including insurance and indemnity obligations, performed under the terms and conditions of the Agreement, including, but not limited to, any liabilities or obligations for work performed prior to the effective date of the acquisition;

**WHEREAS**, by operation of this amendment, Silver Springs 181 Venture, LLC shall also assume all of TTLC El Dorado - Silver Springs, LLC’s duties, responsibilities, and obligations, including insurance and indemnity obligations, performed under the terms and conditions of the Agreement, including, but not limited to, any liabilities or obligations for work performed prior to the effective date of the acquisition;

**WHEREAS**, the parties hereto desire to amend the Agreement to change all references from Silver Springs, LLC to Silver Springs 181 Venture, LLC;

**WHEREAS**, the parties hereto desire to amend the Agreement to change all references from TTLC El Dorado - Silver Springs, LLC to Silver Springs 181 Venture, LLC;

**WHEREAS**, the parties hereto desire to amend Section 25, to update notices to Owner;

**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 **First Amendment** to read as follows:

**I.** All references to Silver Springs, LLC are substituted with Silver Springs 181 Venture, LLC.

**II.** All references to TTLC El Dorado - Silver Springs, LLC are substituted with Silver Springs 181 Venture, LLC.

**III. Section 25 is hereby amended to read as follows:**

25. 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, CA 95667

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

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

Attn.: Lindsay Tallman  
Administrative Analyst

or to such other location as County directs.


Notices to Developers shall be addressed as follows:

Silver Spring 181 Venture, LLC  
110 Blue Ravine Road, Suite 150  
Folsom, CA 95630  
Attn: Derek Spalding

or to such other location as Developers direct.

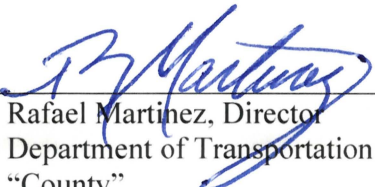
Except as herein amended, all other parts and sections of that certain Agreement dated February 27, 2024, shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Adam Bane, P.E.  
Supervising Civil Engineer  
Transportation Planning  
and Land Development  
Department of Transportation

Dated: 5-19-25

**Requesting Department Concurrence:**

By:   
Rafael Martinez, Director  
Department of Transportation  
"County"

Dated: 5/19/25

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that certain Road 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: \_\_\_\_\_

Board of Supervisors  
"County"

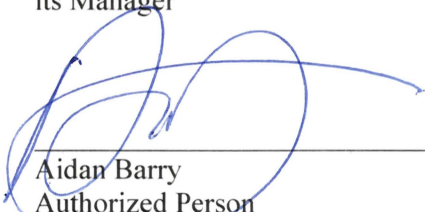
Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**--SILVER SPRINGS 181 VENTURE, LLC--  
--a Delaware Limited Liability Company--**

By: TTLC Management, Inc.  
an Arizona Corporation  
its Manager

By:  \_\_\_\_\_  
Aidan Barry  
Authorized Person  
"Developer"

Dated: 5/15/25

*Notary Acknowledgment Attached*

## DEVELOPER

### 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 May 15, 2025 before me, Kim Sanfilippo, Notary Public,  
(here insert name and title of the officer)

personally appeared

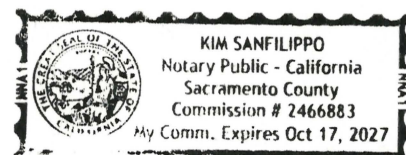
Aidan Barry

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 [Signature]



(Seal)