

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

THIS EIGHTH 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 **SILVER SPRINGS, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, concerning **SILVER SPRINGS, UNIT 1** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 26th day of September, 2006.

RECITALS

WHEREAS, County and Silver Springs, LLC entered into that certain Subdivision Improvements Agreement on September 26, 2006, in connection with the Subdivision, thereafter amended on July 17, 2007, April 6, 2010, May 14, 2013, November 5, 2013, September 16, 2014, October 13, 2015, and November 10, 2016, copies of which Agreement, as amended, is incorporated herein and made by reference a part hereof (herein after referred to as “Agreement”);

WHEREAS, Section 26, of the Agreement prohibits Silver Springs, LLC from assigning any part of the Agreement without the express written approval of County;

WHEREAS, Silver Springs, LLC entered into an agreement for purchase and sale of real property described as Lots 1 through 53, and lots L, J, and K as shown on that certain map entitled Silver Springs Unit 1, with Blue Mountain Communities, Inc. effective September 20, 2017 (“PSA”);

WHEREAS, Blue Mountain Communities, Inc. subsequently assigned to its affiliate, Silver Springs El Dorado County, Inc., all of its rights, title, and interest in the PSA and the Silver Springs Unit 1 project effective July 9, 2018 (“Assignment”);

WHEREAS, pursuant to the Assignment, Silver Springs, LLC sold the real property described as Lots 1 through 53, and lots L, J, and K as shown on that certain map entitled Silver Springs Unit 1, to Silver Springs El Dorado County, Inc. (“Owner”) on July 11, 2018;

WHEREAS, by operation of this Assignment, Silver Springs El Dorado County, Inc. 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, the parties hereto desire to amend the Agreement to change all references from Silver Springs, LLC to Silver Springs El Dorado County, Inc.;

WHEREAS, the parties hereto desire to amend the Agreement to remove Amended Schedules A through H, and add Exhibit A, Silver Springs, Unit 1 (TM 97-1330) Engineers Preliminary Cost Estimate, April 27, 2018 and replace Amended Certificate of Partial Completion with Exhibit B, Amended Certification of Partial Completion of Subdivision Improvements;

WHEREAS, the Agreement, as amended, requires Owner to complete the subdivision improvements thereunder on or before September 24, 2017, and neither Owner nor its predecessors in interest have completed all of the improvements, but Owner has requested an extension of time to complete the subdivision improvements subject to the terms and conditions contained herein, to September 24, 2020;

WHEREAS, County and Owner agree that the estimated costs of installing the general sitework, street, storm drainage, sanitary sewer, and potable water improvements have increased and the erosion control and dry utility improvements have decreased, requiring an amended cost Exhibit in Section 1 and amending the estimated cost in Section 22;

WHEREAS, Section 5 of the Agreement requires the Owner to post acceptable securities and the overall estimated cost of the improvements has increased in accordance with the Amended Certification of Partial Completion of Subdivision Improvements, requiring new bonds or bond riders to increase the Laborers and Materialmens Bond and the Performance Bond;

WHEREAS, the parties hereto desire to amend Section 27, 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 Eighth Amendment to read as follows:

I. All references to Community Development Agency, Transportation Division throughout the Agreement are substituted with Community Development Services, Department of Transportation.

II. All references to Silver Springs, LLC are substituted with Silver Springs El Dorado County, Inc.

III. All references to Amended Schedules A through H are substituted with Exhibit A, marked "Silver Springs, Unit 1 (TM 97-1330) Engineers Preliminary Cost Estimate, April 27, 2018."

IV. Section 1 is amended to read as follows:

1. Make or cause to be made all those public improvements in Subdivision required by Section 120.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications, and cost estimates entitled Silver Springs Unit 1 Subdivision Improvement Plans, which were approved by the County Engineer, Department of Transportation, on June 27, 2018. Attached hereto are Exhibit A, marked "Silver Springs, Unit 1 (TM 97-1330) Engineers Preliminary Cost Estimate, April 27, 2018;" and Exhibit B, marked "Amended Certification of Partial Completion of Subdivision Improvements;" all of which are incorporated herein and made by reference a part hereof. The Exhibits describe quantities, units and costs associated with the improvements to be made. In addition, Owner shall further design and cause to construct the bus shelters as required within the Findings/Conditions of Approval for TM 97-1330 or amend the existing Agreement dated May 16, 2006 between Silver Springs, LLC and El Dorado County Transit Authority ("EDCTA") and make a direct payment to EDCTA for the installation of the bus shelters prior the completion and acceptance of the Subdivision improvements by County. Owner shall provide the County with 17,000 cubic yards of earthen material for export fill from on-site, and shall provide full access to County and County's contractor to remove said export fill, to be used for the work the subject of the Road Improvement Agreement between the parties in accordance with the Plans and Specifications for said Projects, at no cost to County. The material shall be removed from the Unit #1 property in accordance with the approved grading plan for Unit #1. County agrees to leave the Property in a safe and functional condition in accordance with best management practices and local and State regulations relating to drainage and storm water protection. Upon installation of storm water best management practice improvements necessary to stabilize site from impacts due to grading and removal of all temporary construction storm water best management measures which may have been utilized during the construction of the Silver Springs Parkway, by County necessary to leave the property in a safe and functional condition.

As of the effective date of this Amendment, Owner warrants and represents that no work has proceeded, and that no labor has been engaged or contracted for and that no materials have been ordered, secured or provided with respect to the Subdivision.

V. Section 3 is amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before September 24, 2020.

VI. Section 22 is amended to read as follows:

22. The estimated cost of installing all of the improvements for the Silver Springs Unit 1 (53 Lots) improvements is **Five Million Ninety-Six Thousand Two Hundred Fifteen Dollars and 00/100 Cents (\$5,096,215.00).**

VII. 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
Community Development Services
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

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

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

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

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

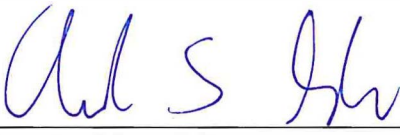
Silver Springs El Dorado County, Inc.
707 Aldridge Road, Suite B
Vacaville, CA 95688

Attn.: Steve Brown
President

or to such other location as Owner directs.

Except as herein amended, all other parts and sections of that certain Agreement dated September 26, 2006, as thereafter amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 

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

Dated: JAN 17, 2019

Requesting Department Concurrence:


By: 

Rafael Martínez, Director
Community Development Services
Department of Transportation

Dated: 1/17/19

IN WITNESS WHEREOF, the parties hereto have executed this Eighth 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: 2/26/2019

Board of Supervisors
"County"

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

By:  Dated: 2/26/2019
Deputy Clerk

--SILVER SPRINGS EL DORADO COUNTY, INC.--

By:  Dated: 11/29/18
Steve Brown
President
"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 Solano

On November 29, 2018 before me, Karron M. Vasquez, Notary Public
(here insert name and title of the officer)

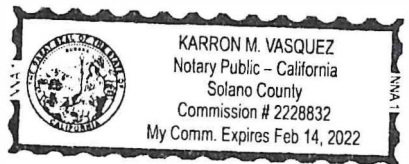
personally appeared
Steve Brown

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 [Handwritten Signature]



(Seal)



ENGINEERING & PLANNING

Silver Springs, Unit 1 (TM 97-1330)
Engineers Preliminary Cost Estimate
April 27, 2018

Schedule of Grading Improvements

Item Description	Quantity	Units	Unit Cost	Total Cost
Clearing and Grubbing	23.4	ac	\$ 1,600	\$37,440
Earthwork	105,000	YD ³	\$ 10	\$1,050,000
Export	0	YD ³	\$ 18	\$0
Keystone, VersaLoc Retaining Wall	2,147	SF	\$ 25	\$53,675
Subtotal:				\$1,141,115

Schedule of Street Improvements

Item Description	Quantity	Units	Unit Cost	Total Cost
3" Type "A" Asphalt Concrete	2,483	TON	\$ 91.45	\$ 227,070
2" AC Overlay	1,130	SF	\$ 2	\$ 2,260
11" Class 2 A.B.	9,200	TON	\$ 61	\$ 561,200
4" PCC Sidewalk on 4" min. A.B.	26,780	SF	\$ 5.10	\$ 136,578
Sidewalk Ramp	11	EA	\$ 1,190	\$ 13,090
Type 1 Curb & Gutter	5,872	LF	\$ 20	\$ 117,440
Type 2 Curb & Gutter	630	LF	\$ 20	\$ 12,600
Street Lights	5	EA	\$ 1,580	\$ 7,900
Street Signs	5	EA	\$ 380	\$ 1,900
Stop sign & bar	1	EA	\$ 800	\$ 800
Signage and Striping Labor & Materials	170	LF	\$ 0.43	\$ 73
Subtotal:				\$ 1,080,911

Schedule of Storm Drainage Improvements

Item Description	Quantity	Units	Unit Cost	Total Cost
12" HDPE Pipe	545	LF	\$ 35	\$ 19,075
15" HDPE Drain	40	LF	\$ 45	\$ 1,800
18" HDPE Drain	1,718	LF	\$ 45	\$ 77,310
24" HDPE Drain	303	LF	\$ 61	\$ 18,483
48" Drain M.H.	11	EA	\$ 4,700	\$ 51,700
Type B Curb Inlet per STD Plan 115B	18	EA	\$ 2,500	\$ 45,000
Grated Inlet per STD. Plan 115A	11	EA	\$ 3,600	\$ 39,600
Drainage Ditch	2,680	LF	\$ 32	\$ 85,760
Erosion Control Pipe Discharge (No.1 Backin	42	CY	\$ 650	\$ 27,430
Subtotal:				\$ 366,158

Schedule of Sanitary Sewer Improvements

Item Description	Quantity	Units	Unit Cost	Total Cost
6" PVC SDR-26 Sewer	2,104	LF	\$ 59	\$ 124,136
8" PVC SDR-26 Sewer	651	LF	\$ 76	\$ 49,476
8" PVC SDR-35 Sewer	18	LF	\$ 86	\$ 1,548
48" Sewer Manhole	8	EA	\$ 6,645	\$ 53,160
48" Lined Sewer Manhole	7	EA	\$ 9,986	\$ 69,902
60" Lined Sewer Manhole	1	EA	\$ 12,265	\$ 12,265
Remove Existing Manhole	3	EA	\$ 1,000	\$ 3,000
Sewer Services	53	EA	\$ 1,766	\$ 93,598

Subtotal: \$ 407,085

Schedule of Potable Water Improvements

Item Description	Quantity	Units	Unit Cost	Total Cost
4" PVC DR-18	404	LF	\$ 39	\$ 15,756
8" PVC DR-18	2,796	LF	\$ 49	\$ 137,004
8" PVC DR-14	158	LF	\$ 59	\$ 9,322
8" DIP CL 350	148	LF	\$ 59	\$ 8,732
1" Water Service	53	EA	\$ 1,452	\$ 76,956
Fire Hydrant with Assembly	10	EA	\$ 5,855	\$ 58,550
4" Gate Valve	2	EA	\$ 1,400	\$ 2,800
8" Gate Valve	14	EA	\$ 1,843	\$ 25,802
2" Blowoff Valve	3	EA	\$ 1,842	\$ 5,526
1" Air Release Valve	2	EA	\$ 3,086	\$ 6,172

Subtotal: \$ 346,620

Schedule of Erosion Control

Item Description	Quantity	Units	Unit Cost	Total Cost
Erosion Control & SWPPP	53	LOT	\$ 2,000	\$ 106,000
Fugitive Dust Control	53	LOT	\$ 625	\$ 33,125

Subtotal: \$ 139,125

Schedule of Dry Utility Improvements

Item Description	Quantity	Units	Unit Cost	Total Cost
Dry Utilities - Joint Utility Trench, Utility Services, Conduit & Service Boxes and Wiring & Transformer	53	LOT	\$ 7,000	\$ 371,000

Subtotal: \$ 371,000

Summary

Item Description	Total Amount
Grading Improvements	\$ 1,141,115
Surface Improvements	\$ 1,080,911
Storm Drainage Improvements	\$ 366,158
Sanitary Sewer Improvements	\$ 407,085
Water Improvements	\$ 346,620
Erosion Control	\$ 139,125
Dry Utility Improvements	\$ 371,000
Estimated Direct Construction Costs:	\$ 3,852,014
Mobilization/Demobilization (5% of Estimated Direct Construction Costs):	\$ 192,601
Total Hard Cost:	\$ 4,044,615

Soft Costs

Bond Enforcement (2%)	\$ 80,892
Construction Survey (4%)	\$ 161,785
Construction Admin., Mgmt., Testing & Inspection (10%)	\$ 404,462
Contingency (10%)	\$ 404,462
Grand Total:	\$ 5,096,215




 Kevin E. Mayo RCE C56348

 5-18-18
 EDC-CDA: No exceptions Taken

 5-8-18
 EID: No Exceptions Taken

Exhibit B

Silver Springs, LLC
Silver Springs - Unit 1 (53 Lots)
TM97-1330

Amended Certification of Partial Completion of Subdivision Improvements

Opinion of Probable Costs

I hereby acknowledge that the following opinion of probable costs have been revised to reflect the current economy and that improvements for Silver Springs LLC Silver Springs Unit 1, TM 97-1330 have been completed, to wit:

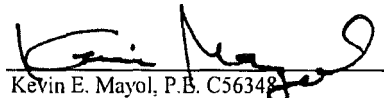
	Total Amount	Percent Complete	Remaining Amount
Grading Improvements	\$1,141,115.00	0%	\$1,141,115.00
Street Improvements	\$1,080,911.00	0%	\$1,080,911.00
Storm Drainage Improvements	\$366,158.00	0%	\$366,158.00
Sanitary Sewer Improvements	\$407,085.00	0%	\$407,085.00
Potable Water Improvements	\$346,620.00	0%	\$346,620.00
Erosion Control	\$139,125.00	0%	\$139,125.00
Dry Utility Improvements	\$371,000.00	0%	\$371,000.00
Estimated Director Construction Costs	\$3,852,014.00		\$3,852,014.00
Mobilization (5% of Estimated Direct Construction Costs)	\$192,601.00		\$192,601.00
Total Hard Costs	\$4,044,615.00		\$4,044,615.00
Bond Enforcement (2%)	\$80,892.00		\$80,892.00
Construction Survey (4%)	\$161,785.00		\$161,785.00
Construction Admin., Mgmt., Testing & Inspection (10%)	\$404,462.00		\$404,462.00
Contingency (10%)	\$404,462.00		\$404,462.00
Totals	\$5,096,215.00		\$5,096,215.00

I estimate the total cost of completing the improvements agreed to be performed by the Owner to be **Five Million Ninety-Six Thousand Two Hundred Fifteen Dollars and Zero Cents (\$5,096,215.00)**.

The amended Performance Bond amount is **Five Million Ninety-Six Thousand Two Hundred Fifteen Dollars and Zero Cents (\$5,096,215.00)**. (100% of Remaining Amount Total, Column 4).

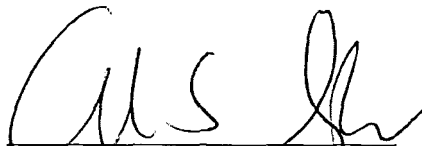
The amended Laborers and Materialmens Bond amount is **Five Million Ninety-Six Thousand Two Hundred Fifteen Dollars and Zero Cents (\$5,096,215.00)**. (100% of the Total Cost of the Improvements, Column 2).

DATED: 5/7/18


Kevin E. Mayol, P.E. C56348
TLA Engineering & Planning, Inc.
1528 Eureka Road, Suite 100
Roseville, CA 95661

ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 5/22/2018


Andrew S. Gaber, P.E.
Deputy Director
Development/ROW/Environmental
Community Development Agency