

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

THIS SECOND 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 **CAMPOBELLO 24-8, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, concerning **CAMPOBELLO UNIT 1, TM 05-1403R** (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 June, 2022.

RECITALS

WHEREAS, County and Campobello 24-8, LLC entered into that certain Subdivision Improvements Agreement on June 14, 2022, in connection with the Subdivision, thereafter amended on June 5, 2024, 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 Campobello 24-8, LLC from assigning any part of the Agreement without the express written approval of County;

WHEREAS, Campobello 24-8, LLC sold the real property described as Lots 1 through 20, Lots 35 through 38, and Lots A, B, and C as shown on that certain map entitled Campobello Unit 1, to KB Home Sacramento, Inc. ("Owner") on February 20, 2025;

WHEREAS, by operation of this Assignment, KB Home Sacramento, Inc. shall assume all of Campobello 24-8, 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 Campobello 24-8, LLC to KB Home Sacramento, Inc.;

WHEREAS, the Agreement, as amended, requires Owner to complete the subdivision improvements thereunder on or before June 24, 2025, 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 June 24, 2026;

WHEREAS, Section 5 of the Agreement requires the Owner to post acceptable securities, and the change in owner requires new bonds to replace 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 Second Amendment to read as follows:

I. All references to Campobello 24-8, LLC are substituted with KB Home Sacramento, Inc.

II. Section 3 is amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before June 24, 2026.

III. 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, 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 Owner shall be addressed as follows:

KB Home Sacramento Inc.
3005 Douglas Blvd Suite 250
Roseville, CA 95661

Attn.: Leo Pantoja
Vice President, Forward Planning

or to such other location as Owner directs.

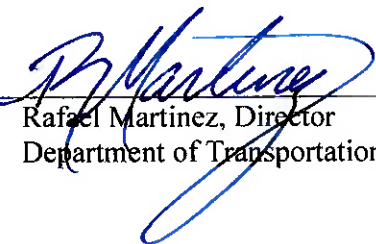
Except as herein amended, all other parts and sections of that certain Agreement dated June 14, 2022, as thereafter amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

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

Dated: 3-28-25

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 3/31/25

IN WITNESS WHEREOF, the parties hereto have executed this Second 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: _____

4-29-25

Board of Supervisors
"County"

Attest:

Kim Dawson

Clerk of the Board of Supervisors

By: _____

Dated: _____

4-29-25

Deputy Clerk

--KB HOME SACRAMENTO INC.--

-- a California corporation --

By: _____

Dated: _____

03/07/2025

Leo Pantoja
Vice President, Forward Planning
"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 Placer

On March 7, 2025 before me, V. Murphy Notary Public
(here insert name and title of the officer)

personally appeared

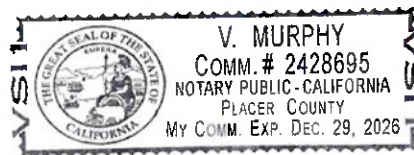
Leo Pantoja

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 V. Murphy



(Seal)