

**FIRST AMENDMENT TO
OFFSITE ROAD IMPROVEMENT AGREEMENT FOR THE CROSSINGS AT
EL DORADO, MISSOURI FLAT ROAD AND CROSSINGS ROAD, PD97-0011
BETWEEN COUNTY AND THE DEVELOPER**

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”), and **L L L & A LLC**, a limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 4330 Golden Center Drive, Suite D, Placerville, California 95667 (hereinafter referred to as “Developer”); concerning the offsite road and drainage improvements for **THE CROSSINGS AT EL DORADO, MISSOURI FLAT ROAD AND CROSSINGS ROAD, PD97-0011, PROJECT** (hereinafter referred to as “Project”); in accordance with the improvement plans entitled **Road Widening Improvement Plans for The Crossings at El Dorado Missouri Flat and Crossings Road APN:327-130-001, 327-130-002 El Dorado County CIP# 71374** and cost estimates prepared by RSC Engineering, Inc., James H. Vanderpost, P.E., Registered Civil Engineer, and approved by Dave Spiegelberg, Senior Civil Engineer, Transportation Planning and Land Development, Department of Transportation (hereinafter referred to as “Transportation”).

RECITALS

WHEREAS, County, and Developer entered into that certain Road Improvement Agreement on August 30, 2022, in connection with the Project, copy of which Agreement is incorporated herein and made by reference a part hereof;

WHEREAS, Section 4, entitled **TIME**, of the Agreement, requires Developer to complete the offsite improvements thereunder on or before August 30, 2024, and Developer has not completed all of the improvements but has requested an extension of time to complete the improvements subject to the terms and conditions contained herein, to August 30, 2025;

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. Section 4 is amended to read as follows:

SECTION 4. TIME

Developer shall cause the commencement of items of work after County approved the Plans for the Project on May 9, 2022, and shall complete the Project no later than three (3) years from the effective date of this Agreement, subject to extensions for delays not within the control of the Developer. 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. Night work may be allowed within the County Right of Way with prior written approval.

Except as herein amended, all other parts and sections of that certain Agreement dated August 30, 2022, 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: 8-6-24

Requesting Department Concurrence:

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

Dated: 8/6/24

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: Wendy Thomas

Dated: 8-27-24

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Ngyle Nye
Deputy Clerk

Dated: 8-27-24

-- L L L & A L L C --
-- a California Limited Liability Company --

By: L L L & A L L C
a California Limited Liability Company

By: Leonard Grado
Leonard Grado
Managing Member
L L L & A L L C
"Developer"

Dated: 8-5-24

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 El Dorado

On August 8th 2024 before me, Emily Carey, Notary Public
(here insert name and title of the officer)

personally appeared

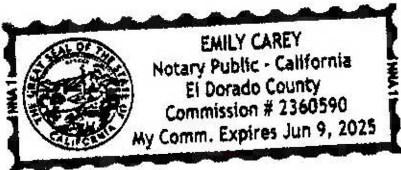
Leonard Grado

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 Emily Carey



(Seal)