

FIRST AMENDMENT TO
ROAD IMPROVEMENT AGREEMENT FOR SARATOGA WAY,
OFFSITE IMPROVEMENTS 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 **ELLIOTT HOMES, INC.**, an Arizona corporation, duly qualified to conduct business in the State of California, whose principal place of business is 340 Palladio Parkway, Suite 521, Folsom, California 95630 (hereinafter referred to as “Developer”); concerning the offsite road and drainage improvements for the **SARATOGA WAY PROJECT** (hereinafter referred to as “Project”); in accordance with the improvement plans entitled **Saratoga Way, TM 14-1520** and cost estimates prepared by Wood Rodgers, Philip John Tabor, 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, County, and Developer entered into that certain Road Improvement Agreement on May 15, 2018, in connection with the Project, copy of which Agreement is incorporated herein and made by reference a part hereof;

WHEREAS, Section 3, entitled **TIME**, of the Agreement, requires Developer to complete the offsite improvements thereunder on or before May 14, 2020, and Developer has not completed all of the improvements but has requested an extension of time to complete the subdivision improvements subject to the terms and conditions contained herein, to May 14, 2021;

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 Community Development Services, Department of Transportation throughout the Agreement are substituted with Department of Transportation.


II. Section 3 is amended to read as follows:

SECTION 3. TIME

Developer shall cause the commencement of the items of work after County’s approval of the plans for the Project (which plans were approved on April 9, 2018) and shall complete the Project on or before May 14, 2021, 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.

Except as herein amended, all other parts and sections of that certain Agreement dated May 15, 2018, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

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

Dated: 6/15/2020

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 6/16/2020

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.

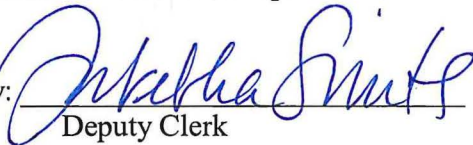
--COUNTY OF EL DORADO--

By: 

Dated: 7/14/2020


Board of Supervisors
"County"

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

By: 
Deputy Clerk

Dated: 7/14/2020

--ELLIOTT HOMES, INC.--
-- an Arizona Corporation --

By: 
Price Walker
Vice President, Project Development
"Developer"

Dated: June 8, 2020

Notary Acknowledgment Attached

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 June 8, 2020 before me, Susan R Stephens, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Price Walker
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: First Amendment to Road Improvement Agreement for Saratoga Way Document Date: June 8, 2020
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: _____

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 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____