

ORIGINAL

18-54805

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

THIS FIRST 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 **RREF II-RD WILLOWS, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 28118 Agoura Road, Suite 105, Agoura Hills, California 91301 (hereinafter referred to as “Owner”); concerning **PROMONTORY VILLAGE CENTER LOT 8, TM 13-1513** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 27th day of October, 2015.

RECITALS

WHEREAS, County, and Owner entered into that certain Subdivision Improvements Agreement on October 27, 2015, in connection with the Subdivision, copy of which Agreement is incorporated herein and made by reference a part hereof;

WHEREAS, the Agreement, as amended, requires Owner to complete the subdivision improvements thereunder on or before October 27, 2017, and Owner 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 October 27, 2019;

WHEREAS, one of County’s notice recipients with responsibility for administering this Agreement have changed;

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

II. Section 3 is amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before October 27, 2019.

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:


RREF II – RD Willows, LLC
28118 Agoura Road, Suite 105
Agoura Hills, CA 91301

Attn.: Steve Kessler
Manager

or to such other location as Owner directs.

Except as herein amended, all other parts and sections of that certain Agreement dated October 27, 2015, 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: 9/6/2018

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

Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

--RREF II - RD WILLOWS, LLC--

a California limited liability company

RREF II-RD WILLOWS JV MEMBER, LLC
a Delaware limited liability company

By: Rialto Real Estate Fund II, LP
a Delaware limited partnership
its Sole Member

By: Rialto Partners GP II, LLC
a Delaware limited liability company
its General Partner

By: _____
Anthony Seijas,
its Vice President
"Owner"

Dated: 2/21/18

By: _____
Tony Del Grippo,
Director – Real Estate Group

Dated: _____

Notary Acknowledgment Attached

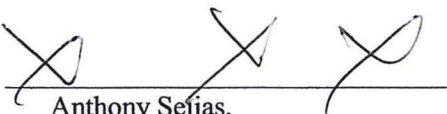
--RREF II - RD WILLOWS, LLC--

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By: Rialto Real Estate Fund II, LP
a Delaware limited partnership
its Sole Member

By: Rialto Partners GP II, LLC
a Delaware limited liability company
its General Partner

By: 
Anthony Seijas,
its Vice President
"Owner"

Dated: _____

By: 
Tony Del Grippo,
Director – Real Estate Group

Dated: 8-22-18

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~~ Florida
County of
Miami-Dade

On 8/24/18 before me, Karelyn Travieso (notary),
(here insert name and title of the officer)

personally appeared
Anthony Seijas (Vice President)

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)

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~~ ^{Colorado}
County of Jefferson

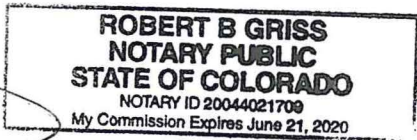
On 22nd August 2018 before me, Robert Brian Griss,
(here insert name and title of the officer)

personally appeared
Anthony Lloyd Del Grppo

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)