

**SECOND AMENDMENT TO OFFSITE ROAD IMPROVEMENT AGREEMENT**  
**FOR GREEN VALLEY ROAD AT DEER VALLEY ROAD, TM07-1440-R-2**  
**BETWEEN COUNTY AND THE DEVELOPER**

**THIS SECOND 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 **SUMMERBROOK, EL DORADO, INC.**, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 707 Aldridge Road, Suite B, Vacaville, California 95688 (hereinafter referred to as “Developer”). This Amendment concerns the offsite road and intersection improvements for the **Green Valley Road at Deer Valley Road, TM07-1440-R-2 Project** (hereinafter referred to as “Project”); in accordance with the improvement plans entitled **Intersection Lighting Improvement Plans Green Valley Road at Deer Valley Road (Summer Brook, TM 07-1440R)** and cost estimates prepared by Kimley-Horn and Associates, Inc., Robert Paderna, Registered Civil Engineer, and approved by Adam Bane, P.E., Senior Civil Engineer, El Dorado County Department of Transportation (hereinafter referred to as “Transportation”).

**RECITALS**

**WHEREAS**, County, and Developer entered into that certain Road Improvement Agreement on October 11, 2022, and entered into the First Amendment to the Agreement on October 10, 2023, in connection with the Project, copies of which Agreement and First Amendment are incorporated herein and made by reference a part hereof; and

**WHEREAS**, Section 4, entitled TIME, of the Agreement, requires Developer to complete the offsite improvements thereunder on or before October 11, 2025, 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 October 11, 2026; and

**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.** Section 3 is amended to read as follows:

**SECTION 3. TIME**

Developer shall cause the commencement of items of work after County approved the Plans for the Project on July 28, 2023, and shall complete the Project no later than October 11, 2026, 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 October 11, 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: \_\_\_\_\_

**Requesting Department Concurrence:**

By: \_\_\_\_\_

Rafael Martinez, Director  
Department of Transportation  
“County”

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Second 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: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- SUMMERBROOK, EL DORADO, INC. --**  
**-- a California Corporation --**

By: \_\_\_\_\_  
Stephanie MacLean  
President/CEO  
"Owner"

Dated: \_\_\_\_\_

*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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_,

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 \_\_\_\_\_

(Seal)