

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

THIS AGREEMENT, made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "County"), and **PROMONTORY CONSTRUCTION COMPANY, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 7919 Folsom Boulevard, Suite 300, Sacramento, California 95826 (hereinafter referred to as "Owner"). This Agreement concerns **PROMONTORY VILLAGE 6 PHASE 3, TM 05-1397** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 8th day of November, 2022.

RECITALS

Owner is vested with fee title to Subdivision; a tract of land located in the County of El Dorado, State of California, and described as Promontory Village 6 Phase 3, TM 05-1397. Owner desires to construct on said property certain public improvements as hereinafter described, in connection with the Subdivision.

In consideration for the complete construction and dedication of all the public improvements specified in this Agreement, the approval and acceptance by County's Board of Supervisors of the Conditions of Approval, and the Final Map to be filed and recorded, the parties agree as follows:

AGREEMENT

OWNER WILL:

1. Make or cause to be made all those public improvements in Subdivision required by Section 120.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications, and cost estimates entitled Improvement Plans for Promontory Village 6 Phase 3, TM 05-1397 which were approved by the County Engineer, Department of Transportation, on June 7, 2022. Attached hereto is Exhibit A, marked "Improvement Plans for Promontory Village 6 Phase 3 (TM05-1397) Bond Estimate Prepared: January 27, 2022," and Exhibit B, marked "Certificate of Partial Completion of Subdivision Improvements;" all of which exhibits are incorporated herein and made by reference a part hereof. The Exhibits describe quantities, units, and costs associated with the improvements to be made.

2. Prior to commencing construction, obtain all necessary environmental clearances, acquire any necessary right-of-way, and obtain any necessary permits from any outside agencies.

3. Complete the Subdivision improvements contemplated under this Agreement within two (2) years from the date that the Subdivision Final Map is filed with the El Dorado County Board of Supervisors.

4. Install or cause to be installed, modify or cause to be modified, any and all erosion and sediment control features, whether temporary or permanent, deemed necessary by the County Engineer to ensure compliance with the Clean Water Act, the Statewide General Permit, and County's Grading, Erosion, and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.

5. Post security acceptable to County as provided in Section 120.16.050 of the Code. In the event that the Sureties issuing the posted securities are subsequently downgraded to a rating unacceptable to County in its sole discretion, Owner shall, upon twenty (20) days written notice by County, post replacement securities that are acceptable to County.

6. Provide for and pay the costs of related civil engineering services, including the costs of inspection and utility relocation when required, and attorneys' fees, costs, and expenses of legal services.

7. Provide deposit for and pay to County all costs of construction oversight, inspection, administration, and acceptance of the work by County in accordance with the County Engineer Fee Schedule adopted by Resolution of the Board of Supervisors of El Dorado County.

8. Have as-built plans prepared by a civil engineer acceptable to County's Department of Transportation and filed with the Department of Transportation Director as provided in Section 120.16.060 of the Code.

9. Repair at Owner's sole cost and expense, any defects, in workmanship or materials, which appear in the work within one (1) year following acceptance of the work by County.

10. To the fullest extent allowed by law, defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any other economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owner's work, design, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Owner, any contractor(s), subcontractor(s), and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees, and representatives, or as expressly provided by statute. This duty of Owner to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This duty to indemnify is separate and apart from any insurance requirements and shall not be limited thereto.

11. Enter into another agreement with County for all road improvements to be performed on County property. Such agreement shall also include a requirement that Owner furnish insurance and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by the County's Risk Management Division.

12. Provide continuous, sufficient access to County, Owner's successors and assigns, including but not limited to its Surety and Surety's agents, to the Subdivision to enable the public improvements to be constructed and completed. Access shall be continuous until completion of said public improvements, and release by County of the security underlying this Agreement.

13. Agree that said agreement to provide continuous, sufficient access is irrevocable and shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of Owner.

COUNTY WILL:

14. Upon execution of this Agreement and receipt of good and sufficient security as required by Section 120.16.050 of the Code, and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.

15. Upon receipt of a Certificate from County Engineer stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally the work so completed and the estimated total cost of completing the remainder of the public improvements agreed upon to be performed herein, accept new security as provided in Section 120.16.040 of the Code.

16. Release the security posted in accordance with Sections 120.16.040 and 120.16.052 of the Code.

17. Require Owner to make such alterations, deviations, additions to, or deletions from, the improvements shown and described on the plans, specifications, and cost estimates as may be deemed by County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated.

18. Require Owner to maintain, and to make such alterations, deviations, additions to, or deletions from, the project erosion control features shown and described on the plans, specifications, and cost estimates and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed by County Engineer to be necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements, and County's Grading, Erosion, and Sediment Control Ordinances.

19. Upon completion of the public improvements agreed to be performed herein, adopt a resolution accepting or rejecting the streets of said Subdivision into County's road system for maintenance.

20. Retain a portion of the security posted in the amount of ten percent (10%) of the estimated cost of all of the improvements for one (1) year following acceptance of the work by County to secure the repair of any hidden defects in workmanship or materials which may appear.

21. Require Owner to pay County for costs, expenses, and reasonable attorneys' fees to be paid by Owner should County be required to commence an action to enforce the provisions of this Agreement, to enforce the security obligations provided herein, and all attorneys' fees, costs, and expenses of litigation incurred by County even if Owner subsequently proceeds to complete the work.

ADDITIONAL PROVISIONS:

22. The estimated cost of installing all of the improvements is **FIVE MILLION EIGHT HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED EIGHTY-SEVEN DOLLARS (\$5,881,387).**

23. Owner shall conform to and abide by all Federal, State, and local building, labor and safety laws, ordinances, rules, and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to the improvement plans and specifications and cost estimates, is to be construed to permit work not conforming to these codes.

24. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating that the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination or all of these acts, shall not relieve Owner of its obligation to fulfill this Agreement as prescribed; nor shall County be stopped from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.

25. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

26. Neither this Agreement, nor any part thereof may be assigned by Owner without the express written approval of County.

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

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attn.: Adam Bane, P.E.
Supervising Civil Engineer
Transportation Planning
and Land Development

Attn.: Lindsay Tallman
Administrative Analyst

or to such other location as County directs.

Notices to Owner shall be in duplicate and addressed as follows:

Promontory Construction Company, LLC
7919 Folsom Boulevard, Suite 300
Sacramento, California 95826

Attn.: Angelo K. Tsakopoulos
President and CEO


or to such other location as Owner directs.

28. The County Officer or employee with responsibility for administering this Agreement is Adam Bane, P.E., Supervising Civil Engineer, Transportation Planning and Land Development, Department of Transportation, or successor.

29. Any action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

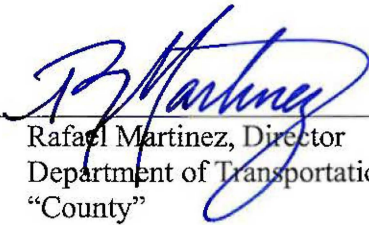
30. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Requesting Contract Administrator Concurrence:

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

Dated: 9-30-22

Requesting Department Concurrence:

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

Dated: 10/3/22

IN WITNESS WHEREOF, the parties hereto have executed this 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: Roni Parlin

Dated: 11-8-22

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Kuper
Deputy Clerk

Dated: 11-8-22

--PROMONTORY CONSTRUCTION COMPANY, LLC--
--a California Limited Liability Company--

By: AKT Development Corporation
a California Corporation
its Manager

By: Angelo K. Tsakopoulos

Dated: 9/19/22

Angelo K. Tsakopoulos
President and CEO
"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 Sacramento

On September 19, 2012 before me, Dianna S. George, Notary Public,
(here insert name and title of the officer)

personally appeared Angelo K. Tsakopoulos,

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 Dianna S. George



(Seal)

Exhibit A



**Improvement Plans for Promontory Village 6 Phase 3 (TM05-1397)
Bond Estimate**

Prepared: January 27, 2022

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
DEMOLITION & MISCELLANEOUS					
1	Remove (E) Street Barricade	3	ea	\$500.00	\$1,500
2	Remove (E) Storm Drain Line	212	lf	\$40.00	\$8,480
3	Remove & Replace (E) Twin 18" Culverts (WL-A)	1	ls	\$1,200.00	\$1,200
4	Remove & Replace (E) Conc Weir (WL-A)	1	ls	\$2,500.00	\$2,500
5	Remove & Replace (E) RSP (WL-A)	50	lf	\$10.00	\$500
6	Remove (E) Drain Structure	4	ea	\$600.00	\$2,400
7	Remove (E) Sewer Line	5	lf	\$40.00	\$200
8	Trenching in (E) Pavement	690	lf	\$15.00	\$10,350
9	Remove (E) 16" Water Tee, Valves, & Stub	1	ls	\$5,000.00	\$5,000
10	Remove (E) 10" Water Line	340	lf	\$30.00	\$10,200
11	Relocate (E) Retaining Wall Perf Pipe	1	ls	\$1,500.00	\$1,500
12	Sawcut & Remove (E) Surfacing (Roadway Tie-Ins)	108	sf	\$7.00	\$756
13	2" Grind & Overlay	11,650	sf	\$3.26	\$37,979
14	Type 2 Slurry Seal	19,700	sf	\$1.35	\$26,595
				Subtotal	\$109,160
GRADING, RETAINING WALLS & EROSION CONTROL					
15	4' Tall Orange Construction Fencing	8,310	lf	\$4.10	\$34,071
16	Clear and Grub	12.6	ac	\$1,850.00	\$23,310
17	Excavation	36,600	cy	\$11.50	\$420,900
18	Finish Pad	12	ea	\$500.00	\$6,000
19	CMU Retaining Wall	1,011	sf	\$28.00	\$28,308
20	Basalite Retaining Wall	2,324	sf	\$28.00	\$65,072
21	Rockery Wall	2,461	sf	\$14.75	\$36,300
22	Structural Concrete Headwall (No. 1)	1	ls	\$15,500.00	\$15,500
23	Structural Concrete Headwall (No. 3 & 4)	303	sf	\$130.00	\$39,390
24	Erosion Control Measures & SWPPP Compliance	35	lot	\$2,300.00	\$80,500
25	Fugitive Dust Control	35	lot	\$700.00	\$24,500
26	Fill (E) Swale on Lot 24	1	ls	\$750.00	\$750
27	Restore Grade at Slope Failure (Lot 24) Including Mitigation Measures	1	ls	\$20,000.00	\$20,000
				Subtotal	\$794,601
STREETS & MISCELLANEOUS					
28	3" A.C.	130,907	sf	\$2.40	\$314,177
29	2" A.B. Overlay (WL-A Service Rd)	8,520	sf	\$0.40	\$3,408
30	6.5" A.B.	112,303	sf	\$1.35	\$151,609
31	9.5" A.B.	18,604	sf	\$2.30	\$42,789
32	Curb and Gutter Type 1 & 2	9,231	lf	\$23.00	\$212,313
33	Modified Curb and Gutter Type 2	98	lf	\$23.00	\$2,254
34	Barrier Curb, Type 3	28	lf	\$18.30	\$512
35	Decorative Concrete	387	sf	\$19.00	\$7,353
36	4" PCC Sidewalk/ 4" AB	448	sf	\$5.85	\$2,621

3233 Monier Circle • Rancho Cordova, CA 95742 • T (916) 638-0919 • F (916) 638-2479 • www.ctaes.net

Promontory Construction Company, LLC

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Item No.	Description	Quantity	Unit	Unit Price	Total Amount
37	PCC Overland Release (OLR) Including Rebar	9	cy	\$1,000.00	\$8,900
38	6" A.B. (OLR)	283	sf	\$1.25	\$354
39	4' High Ornamental Steel Fence	582	lf	\$35.00	\$20,370
40	12" high Railing (Headwall No. 4)	43	lf	\$25.00	\$1,075
41	Thermoplastic Traffic Stripe	1,135	lf	\$0.50	\$568
42	Pavement Markings	10.5	sf	\$10.00	\$105
43	Stop Sign w/ Stop Bar & Street Sign	1	ea	\$1,355.00	\$1,355
44	No Parking Signs	33	ea	\$440.00	\$14,520
45	Fire Lane Entrance Sign	3	ea	\$440.00	\$1,320
46	12" Wide Limit Line - Painted	15	lf	\$0.50	\$8
47	Red Striping at Fire Hydrants	330	lf	\$0.50	\$165
48	Street Light	1	ea	\$1,810.00	\$1,810
				Subtotal	\$787,585
DRAINAGE IMPROVEMENTS					
49	12" HDPE	195	lf	\$48.00	\$9,360
50	18" HDPE	1,421	lf	\$61.00	\$86,681
51	24" HDPE	849	lf	\$84.00	\$71,316
52	30" HDPE	16	lf	\$90.00	\$1,440
53	18" RCP CL III	130	lf	\$61.00	\$7,930
54	24" RCP CL III	42	lf	\$84.00	\$3,528
55	30" RCP CL III	24	lf	\$90.00	\$2,160
56	42" RCP CL III	17	lf	\$168.00	\$2,856
57	48" CMP, 12 ga	112	lf	\$204.00	\$22,848
58	48" Storm Drain Manhole	5	ea	\$6,400.00	\$32,000
59	48" Riser w/ Debris Cage	1	ea	\$7,500.00	\$7,500
60	60" Storm Drain Manhole	1	ea	\$6,400.00	\$6,400
61	Adjust (E) SDMH Rim to Grade	4	ea	\$500.00	\$2,000
62	Type "GO" D.I.	16	ea	\$4,880.00	\$78,080
63	Type "B" D.I.	10	ea	\$3,400.00	\$34,000
64	Drop Structure	1	ls	\$12,500.00	\$12,500
65	Drop Structure Trash Rack	1	ls	\$1,350.00	\$1,350
66	EDC Grated Inlet Including Grouted RSP	1	ea	\$4,800.00	\$4,800
67	Modified Grated Inlet Including Grouted RSP	5	ea	\$4,000.00	\$20,000
68	D.I. No. 3 Conc. Apron	1	ls	\$1,750.00	\$1,750
69	18" FES	2	ea	\$1,220.00	\$2,440
70	24" FES	2	ea	\$1,380.00	\$2,760
71	30" FES	1	ea	\$1,500.00	\$1,500
72	24" Access Control Rack	2	ls	\$750.00	\$1,500
73	30" Access Control Rack	1	ls	\$950.00	\$950
74	42" Access Control Rack	1	ls	\$1,350.00	\$1,350
75	48" Access Control Rack	2	ls	\$1,500.00	\$3,000
76	Ditch Section I	366	lf	\$20.00	\$7,320
77	Ditch Section II	1,070	lf	\$35.00	\$37,450
78	Ditch Section III	274	lf	\$40.00	\$10,960
79	Ditch Section IV	390	lf	\$60.00	\$23,400
80	Ditch Section IV Grouted	113	lf	\$75.00	\$8,475
81	Ditch Section V	179	lf	\$100.00	\$17,900

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
82	Ditch Section V Grouted	24	lf	\$130.00	\$3,120
83	Ditch Section VI	115	lf	\$200.00	\$23,000
84	Ditch Section VII	87	lf	\$150.00	\$13,050
85	Ditch Section VIII	43	lf	\$25.00	\$1,075
86	Ditch Section IX	292	lf	\$100.00	\$29,200
87	Ditch Section IX Grouted	56	lf	\$135.00	\$7,560
88	Ditch Section X	268	lf	\$60.00	\$16,080
89	Rock Lined Channel T-501, Type B, Grouted	186	lf	\$80.00	\$14,880
90	Rock Lined Channel T-501, Type C	88	lf	\$65.00	\$5,720
91	Rock Lined Channel T-501, Type C, Grouted	44	lf	\$120.00	\$5,280
92	PCC Ditch (Wall No. 10)	316	lf	\$30.00	\$9,480
93	Grouted RSP No. 1 Backing (Detail DO)	8.8	cy	\$150.00	\$1,320
94	Concreted - RSP Light Class	112	cy	\$150.00	\$16,800
95	Concreted - RSP 1/2 Ton	106	cy	\$150.00	\$15,900
96	Concreted - RSP Underdrain System	1	ls	\$700.00	\$700
97	Conc Cutoff (Sec. F1)	1	ls	\$1,200.00	\$1,200
98	Canyon Drain	130	lf	\$20.00	\$2,600
99	Tie to (E) Conc Lined Ditch (Lot 24)	1	ls	\$350.00	\$350
100	Connect to (E) Storm Drain	5	ea	\$1,500.00	\$7,500
101	T.V. Storm Drain	2,806	lf	\$2.35	\$6,594
Subtotal					\$708,913
SANITARY SEWER					
102	6" Gravity Sewer	4,091	lf	\$87.00	\$355,917
103	48" SS Manhole	10	ea	\$8,432.00	\$84,320
104	48" SS Manhole w/CIP Base	6	ea	\$8,432.00	\$50,592
105	48" SS Manhole w/Lining and CIP Base	2	ea	\$11,721.00	\$23,442
106	Adjust (E) SSMH Rim to Grade	5	ea	\$500.00	\$2,500
107	Sewer Cleanout	1	ea	\$1,450.00	\$1,450
108	Gravity Sewer Services (Inc. 2 Services for V6-2B)	11	ea	\$2,126.00	\$23,386
109	Pumped Sewer Services	26	ea	\$2,910.00	\$75,660
110	Connect to (E) Sewer	4	ea	\$2,500.00	\$10,000
111	T.V. Sewer	4,091	lf	\$2.35	\$9,614
Subtotal					\$636,881
DOMESTIC WATER					
112	6" Pipe Including Fittings	212	lf	\$91.00	\$19,292
113	8" Pipe Including Fittings	2,509	lf	\$61.00	\$153,049
114	10" Pipe Including Fittings	3,128	lf	\$126.00	\$394,128
115	12" Pipe Including Fittings	1,529	lf	\$93.00	\$142,197
116	8" Gate Valve	14	ea	\$2,187.00	\$30,618
117	10" Gate Valve	7	ea	\$2,776.00	\$19,432
118	12" Gate Valve	6	ea	\$2,792.00	\$16,752
119	Water Service	35	ea	\$3,099.00	\$108,465
120	Irrigation Service & RP Backflow Assembly	1	ea	\$3,500.00	\$3,500
121	2" Air Release Valve	1	ea	\$6,097.00	\$6,097
122	3" Air Release Valve	1	ea	\$7,000.00	\$7,000
123	4" Air Release Valve	2	ea	\$8,000.00	\$16,000
124	4" Blow Off Valve	3	ea	\$4,125.00	\$12,375

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
125	Pressure Reducing Station	1	ls	\$100,000.00	\$100,000
126	Fire Hydrant & Appurtenances	11	ea	\$6,708.00	\$73,788
127	Concrete Encasement (WL-A)	30.5	lf	\$100.00	\$3,050
128	Thrust Block (WL-A Sta 22+75)	1	ls	\$1,200.00	\$1,200
129	Slope Protection	264	lf	\$40.00	\$10,560
130	Carsonite Utility Marker	8	ea	\$200.00	\$1,600
131	Connect to (E) Water	3	ea	\$2,500.00	\$7,500
				Subtotal	\$1,126,603
DRY UTILITIES					
132	Includes - Joint Utility Trench, Utility Services, Conduit & Service Boxes and Wiring & Transformer	35	lot	\$8,050.00	\$281,750
				Subtotal	\$281,750
Total Estimated Direct Construction Cost					\$4,445,493
Mobilization (5% of Estimated Direct Construction Cost)					\$222,275
Total Hard Cost					\$4,667,767
SOFT COSTS					
A	Bond Enforcement Costs	2%			\$93,355
B	Construction Staking	4%			\$186,711
C	Construction Management & Inspection	10%			\$466,777
D	Contingency	10%			\$466,777
Total Soft Costs					\$1,213,620
Total Estimated Cost					\$5,881,387


 EDC - DOT: No Exceptions Taken Date 2-23-22


 EID: No Exceptions Taken Date 2/3/22

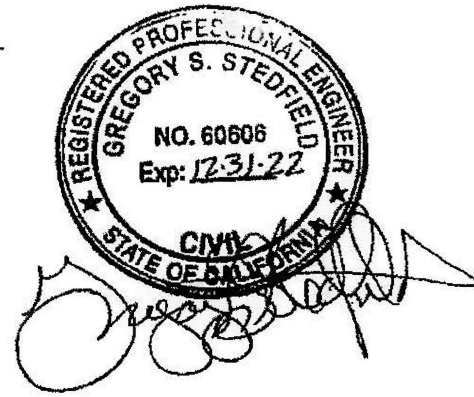


Exhibit B

Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for Promontory Village 6 Phase 3 TM 05-1397 have been completed, to wit:

	Total Amount	Percent Completed	Remaining Amount
Demolition & Miscellaneous	\$ 109,160.00	0%	\$ 109,160.00
Grading, Retaining Walls & Erosion Control	\$ 794,601.00	0%	\$ 794,601.00
Streets & Miscellaneous	\$ 787,585.00	0%	\$ 787,585.00
Drainage Improvements	\$ 708,913.00	0%	\$ 708,913.00
Sanitary Sewer	\$ 636,881.00	0%	\$ 636,881.00
Domestic Water	\$ 1,126,603.00	0%	\$ 1,126,603.00
Dry Utilities	\$ 281,750.00	0%	\$ 281,750.00
Mobilization (5%)	\$ 222,275.00		\$ 222,275.00
Bond Enforcement (2%)	\$ 93,355.00		\$ 93,355.00
Construction Staking (4%)	\$ 186,711.00		\$ 186,711.00
Construction Management & Inspection (10%)	\$ 466,777.00		\$ 466,777.00
Contingency (10%)	\$ 466,777.00		\$ 466,777.00
Total	\$ 5,881,387.00		\$ 5,881,387.00

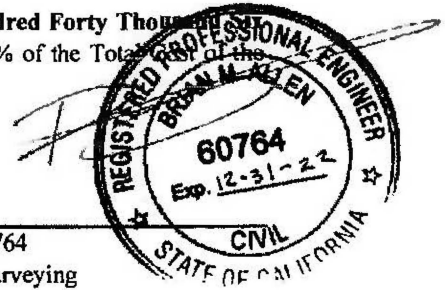
I estimate the total cost of completing the improvements agreed to be performed by the Owner to be **Five Million Eight Hundred Eighty-one Thousand Three Hundred Eighty-Seven Dollars and Zero Cents (\$5,881,387.00)**.

The amount of the Performance Bond is **Five Million Eight Hundred Eighty-one Thousand Three Hundred Eighty-Seven Dollars and Zero Cents (\$5,881,387.00)**, representing 100% of the Total Remaining Amount.

The amount of the Laborers and Materialmens Bond is **Two Million Nine Hundred Forty Thousand Nine Hundred Ninety-Three Dollars and Fifty Cents (\$2,940,693.50)**, which is 50% of the Total Remaining Amount of the Improvements.

DATED: 8-15-22

Brian M. Allen, PE 60764
 CTA Engineering & Surveying
 3233 Monier Circle
 Rancho Cordova, CA 95742



ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 8-15-22


 Adam Bane, P.E.
 Supervising Civil Engineer
 Transportation Planning & Land Development

**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 **PROMONTORY CONSTRUCTION COMPANY, LLC**, a California limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 7919 Folsom Boulevard, Suite 300, Sacramento, California 95826 (hereinafter referred to as “Owner”); concerning **PROMONTORY VILLAGE 6 PHASE 3, TM 05-1397** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 8th day of November, 2022.

RECITALS

WHEREAS, County, and Owner entered into that certain Subdivision Improvements Agreement on November 8, 2022, copy of which Agreement is incorporated herein and made by reference a part hereof (hereinafter referred to as “Agreement”);

WHEREAS, the Agreement, requires Owner to complete the subdivision improvements thereunder on or before November 8, 2024, and Owner has not completed all of the improvements but has requested an extension of time to complete the subdivision improvements on or before November 8, 2025, subject to the terms and conditions contained herein;

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 3 is amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before November 8, 2025.

Except as herein amended, all other parts and sections of that certain Agreement dated November 8, 2022, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

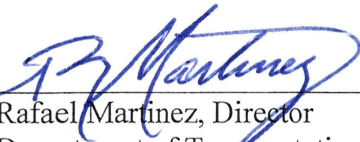
By: 

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

Dated: 10-23-24

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: 
Rafael Martinez, Director
Department of Transportation
"County"

Dated: 10/24/24

-- PROMONTORY CONSTRUCTION COMPANY, LLC --
-- a California Limited Liability Company --

By: AKT Development Corporation
a California Corporation
its Manager Member

By: 
Ron Bertolina
General Counsel
"Owner"

Dated: 10-18-24

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 Sacramento

On October 18, 2024 before me, Alim Valiev, Notary Public,
(insert name and title of the officer)

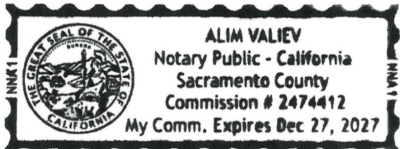
personally appeared Ron Bertolina

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)