

FIRST AMENDMENT TO OFFSITE ROAD IMPROVEMENT AGREEMENT
FOR GREEN VALLEY ROAD, TM07-1440-R-2
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 **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 drainage improvements for the **Green Valley Road, TM07-1440-R-2 Project** (hereinafter referred to as "Project"); in accordance with the improvement plans entitled **Summer Brook – Unit 1 (Phase 1 & Phase 2)** and cost estimates prepared by CTA Engineering & Surveying, David Robert Crosariol, 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 September 28, 2021, in connection with the Project, copy of which Agreement is 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 July 7, 2023, 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 July 7, 2024; and

WHEREAS, updated regulations enacted by the State of California include additional certification requirements for compliance with the California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets Regulation effective January 1, 2024;

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 July 7, 2021, and shall complete the Project no later than three (3) years from the date of approval of the plans, 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.


II. Section 27 is added as follows:

SECTION 27. CARB CERTIFICATES OF REPORTED COMPLIANCE

The improvements described in this Agreement are public works subject to the contracting requirements set out in the California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets Regulation 13 CCR section 2449, subdivisions (i) and (j), as it currently adopted or as may be amended. Before entering into any contract for the use of vehicles subject to 13 CCR section 2449 after January 1, 2024, Developer, or its Contractor or Subcontractor, shall obtain Certificate(s) of Reported Compliance ("Certificate") from that fleet. Developer shall provide a copy of any Certificate collected under this paragraph to the County Contract Administrator before the construction of the improvements and provide any updates to any Certificate on an ongoing annual basis until the improvements are completed. Developer shall maintain any Certificate obtained pursuant to this paragraph for three years after Project completion and shall provide a copy to CARB upon request, consistent with 13 CCR section 2449, subdivision (i)(3).

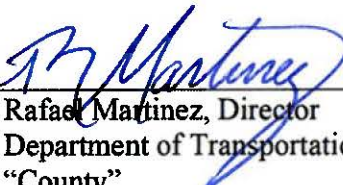
Except as herein amended, all other parts and sections of that certain Agreement dated September 28, 2021, shall remain unchanged and in full force and effect

Requesting Contract Administrator Concurrence:

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

Dated: 7-27-23

Requesting Department Concurrence:

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

Dated: 8/1/23

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: 8-29-23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Kyles
Deputy Clerk

Dated: 8-29-23

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

By: Sandra Grouf
Sandra Grouf
Secretary/Treasurer
Summerbrook, El Dorado, Inc.

Dated: 07/26/2023

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 Solano

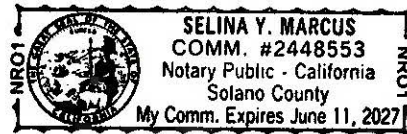
On 7/26/2023 before me, Selina Y. Marcus, Notary Public
(here insert name and title of the officer)

personally appeared Sandra Grouf

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/hér/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 Selina Y. Marcus

(Seal)