

**DRAFT**

**THIRD AMENDMENT**  
**TO AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS**  
**FOR CLASS 1 SUBDIVISION**  
**BETWEEN COUNTY AND SILVER SPRINGS, LLC**

**THIS THIRD AMENDMENT** to that certain Agreement to Make Subdivision Improvements for Class I Subdivision Between County and Silver Springs, LLC (hereinafter referred to as "Agreement") concerning **Silver Springs Unit 1** made and entered into on September 26, 2006, by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "County"), and **SILVER SPRINGS, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 2999 Oak Road, Suite 400, Walnut Creek, California 94597 (hereinafter referred to as "Owner");

**RECITALS**

**WHEREAS**, County and Owner entered into that certain Subdivision Improvement Agreement on September 26, 2006, thereafter amended on July 17, 2007, and April 6, 2010, copies of which are attached herein;

**WHEREAS**, Section 3 of the Agreement as amended required Owner to complete the subdivision improvements thereunder on or before September 26, 2010;

**WHEREAS**, Owner has not yet commenced construction of the improvements, but requested an extension of time to September 25, 2013;

**WHEREAS**, pursuant to the Agreement, Owner is required to construct or cause to be constructed the on-site portion of Silver Springs Parkway subject to review and approval by the County Engineer, portions of which may be subject to reimbursement as set forth in the conditions;

**WHEREAS**, Developer has requested County oversee construction of the on-site portion of Silver Springs Parkway Realignment Onsite Phase – 2 Project and County has agreed to bid the construction of that work, together with the Green Valley Road/Silver Springs Parkway Intersection, Green Valley Road/Deer Valley Road Turn Lanes, and the Joint Trench Composite Drawing for the Silver Springs Unit #1 Projects, currently the subject of an existing Road Improvement Agreement between the parties. The work will be bid as one Project, as described in the Amendment II to Road Improvement Agreement for Intersection and Traffic Signals At Green Valley Road and Silver Springs Parkway and Green Valley Road and Deer Valley Road between County and Silver Springs, LLC, executed contemporaneously herewith;

**WHEREAS**, the Owner warrants and represents that no work has been done, no labor has yet been engaged or contracted for and no materials have been ordered, secured or provided with respect to the construction of the Silver Springs Unit 1 Subdivision and Silver Springs Parkway Realignment Onsite Phase – 2 Project;

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**WHEREAS**, Owner shall provide the County a Surety Rider to the Performance Bond #2170835 and Laborers and Materialmens Bond #2170835 (“Bonds”) on file with the County for the Silver Springs Unit #1 to bond for the work in the Amended Road Improvement Agreement;

**WHEREAS**, the parties desire to amend this Agreement, and will simultaneously amend their existing Road Improvement Agreement, and will enter into the Reimbursement Agreement for the Onsite and Offsite Road Improvements for Silver Springs Development between the County and Developer (hereinafter referred to as the “Reimbursement Agreement”) and the California Statewide Communities Development Authority Statewide Community Infrastructure Program Requisition and Shortfall Agreement by and among the County of El Dorado, California Statewide Communities Development Authority and Silver Springs, LLC (hereinafter referred to as the “SCIP Agreement”) to reflect the obligations of the parties as modified;

**WHEREAS**, the Owner has agreed to provide the County up to 17,000 cubic yards of earthen material for export fill to be used for the work contained in the existing Road Improvement Agreement between the parties in accordance with the Plans and Specifications for said Projects;

**WHEREAS**, the parties desire to include the construction of the bus pull-outs as required in the Findings/Conditions of Approval for TM 97-1330 within said work in accordance with the Plans and Specifications for said Projects;

**WHEREAS**, the Owner will either construct the bus shelters as required in the Findings/Conditions of Approval for TM 97-1330 as part of the Subdivision improvements under this Agreement or amend the existing Agreement between Silver Springs, LLC and El Dorado County Transit Authority (“EDCTA”) dated May 16, 2006 and make a direct payment to EDCTA for the installation of the bus shelters.

**WHEREAS**, the County’s notice recipients and the County Officer or employee 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 Third Amendment as follows:

### **Section 1 is amended to read as follows:**

1. Make or cause to be made all those public improvements in Subdivision required by Section 16.16.010 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 *Grading and Improvement Plans for Silver Springs Unit 1*, which were approved by the County Engineer, Department of Transportation, on May 9, 2006. Attached hereto are Amended Opinion of Probable Costs and Amended Certificate of Partial Completion, Amended Schedule A, marked “General Sitework Improvements,” Amended Schedule B, marked “Surface Improvements,” Amended Schedule C, marked “Storm Drainage Improvements,” Amended Schedule D, marked “Sanitary Sewer Improvements,” Amended Schedule E, marked “Water Improvements,” Amended Schedule F, marked “Striping and Signage Improvements,” Amended Schedule G, marked “Erosion Control Improvements,” and Amended Schedule H, marked “Underground Power, Telephone and Cable Improvements,” all of which are incorporated herein and made by reference

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a part hereof. The Amended Schedules describe quantities, units and costs associated with the improvements to be made. In addition, Owner shall further design and cause to construct the bus shelters as required within the Findings/Conditions of Approval for TM 97-1330 or amend the existing Agreement dated May 16, 2006 between Silver Springs, LLC and El Dorado County Transit Authority (“EDCTA”) and make a direct payment to EDCTA for the installation of the bus shelters prior the completion and acceptance of the Subdivision improvements by the County. Owner shall provide the County with 17,000 cubic yards of earthen material for export fill from on-site, and shall provide full access to County and County’s contractor to remove said export fill, to be used for the work the subject of the Road Improvement Agreement between the parties in accordance with the Plans and Specifications for said Projects, at no cost to the County. The material shall be removed from the Unit #1 property in accordance with the approved grading plan for Unit #1. County agrees to leave the Property in a safe and functional condition in accordance with best management practices and local and State regulations relating to drainage and storm water protection. Upon installation of storm water best management practice improvements necessary to stabilize site from impacts due to grading and removal of all temporary construction storm water best management measures which may have been utilized during the construction of the Silver Springs Parkway, by County necessary to leave the property in a safe and functional condition.

As of the effective date of this Amendment, Owner warrants and represents that no work has proceeded, and that no labor has been engaged or contracted for and that no materials have been ordered, secured or provided with respect to the Subdivision.

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

3. Complete the Subdivision improvements contemplated under this Agreement on or before September 25, 2013.

### **Section 11 is amended to read as follows:**

11. Enter into a Road Improvement Agreement with County contemporaneously with this Agreement for the work defined within the Plans and Specifications for CIP Project #76107 inclusive of the Silver Springs Parkway Realignment Onsite Phase – 2 Project, Project #66106 Green Valley Road/Silver Springs Parkway Intersection, Project #66107 Silver Springs Parkway to Green Valley Road (north segment)(Green Valley Road Intersection Signalization – 2, CIP #76114, Project #66114 Green Valley Road/Deer Valley Road West Intersection Improvements, and the Joint Trench Composite Drawing for Silver Springs Unit #1, with insurance and bonds as set forth therein. Such Agreement shall 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 County Counsel and Risk Management Divisions.

### **Section 22 is amended to read as follows:**

22. The estimated cost of installing all of the improvements for the Silver Springs Unit 1 (53 Lots) improvements is **Four Million Four Hundred Thirty-Nine Thousand Seven Hundred Twenty-Nine and 00/100 dollars (\$4,439,729.00).**

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## Section 27 is 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.

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

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667  
Attn: Robert S. Slater, P.E.  
Assistant Director of Transportation

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667  
Attn: Janel Gifford, P.E.  
Office Engineer/Contract Services  
Unit

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Silver Springs, LLC  
c/o the Cambay Group  
2999 Oak Road, Suite 400  
Walnut Creek, California 94597  
Attn: William C. Scott, Jr., Chief Financial Officer

or to such other location as Owner directs.

**Section 28 is amended to read as follows:**

28. The County officer or employee with responsibility for administering this Agreement is Robert S. Slater, P.E., Assistant Director of Transportation, or successor.

Except as herein amended, all other parts and sections of that certain Subdivision Improvement Agreement dated September 26, 2006, as amended, shall remain unchanged and in full force and effect.

**Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Robert S. Slater, P.E.  
Assistant Director of Transportation

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

**Requesting Department Concurrence:**

By: \_\_\_\_\_  
Kimberly A. Kerr, Interim Director  
Department of Transportation

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

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IN WITNESS WHEREOF, the parties have executed this Third 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 Amendment.

**-- COUNTY OF EL DORADO --**

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

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

Board of Supervisors  
"County"

Attest:  
Terri Daly  
Acting Clerk of the Board of Supervisors

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

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

Deputy Clerk

**-- SILVER SPRINGS, LLC --**

SILVER SPRINGS, LLC  
a California limited liability company  
By: Sorrento, Inc., a California corporation  
Its Managing Member

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

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

William C. Scott, Jr.  
Chief Financial Officer  
"Owner"

**ACKNOWLEDGMENT**

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)

**Silver Springs, LLC  
Silver Springs - Unit 1 (53 Lots)  
TM97-1330**

**Amended Schedule A**

**Opinion of Probable Costs**

**Schedule of General Sitework Improvements**

Owner agrees to improve all streets and roads for dedication upon the final map of the **Silver Springs, LLC Silver Springs Unit 1** required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of General Sitework Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Mobilization/Demobilization	1	LS	\$ 15,000	\$15,000
Clearing and Grubbing	1	LS	\$ 20,000	\$20,000
Earthwork	75,000	YD <sup>3</sup>	\$ 10	\$750,000
Export	26,000	YD <sup>3</sup>	\$ 12	\$312,000
Existing Trees to be Removed	6	EA	\$ 500	\$3,000
4' Keystone Retaining Wall	45	LF	\$ 50	\$2,250
5' Keystone Retaining Wall	95	LF	\$ 55	\$5,225
0'-6' Keystone Retaining Wall	82	LF	\$ 50	\$4,100
6' Keystone Retaining Wall	396	LF	\$ 65	\$25,740
<b>Amended Subtotal for General Sitework Improvements</b>				<b>\$1,137,315</b>

**Silver Springs, LLC**  
**Silver Springs - Unit 1 (53 Lots)**  
**TM97-1330**

**Amended Schedule B**

**Opinion of Probable Costs**

**Schedule of Surface Improvements**

Owner agrees to improve all streets and roads for dedication upon the final map of the **Silver Springs, LLC Silver Springs - Unit 1** required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Street Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
3" Type "A" Asphalt Concrete	2,892	TON	\$ 90	\$ 260,280
11" Class 2 A.B.	4,488	YD <sup>3</sup>	\$ 81	\$ 363,528
4" PCC Sidewalk on 4" min. A.B.	26,773	FT <sup>3</sup>	\$ 5	\$ 133,865
Sidewalk Ramp	15	EA	\$ 1,500	\$ 22,500
Type 1 Curb & Gutter	5,986	LF	\$ 22	\$ 131,692
Type 2 Curb & Gutter	430	LF	\$ 23	\$ 9,890
Curb & Gutter Transition	120	LF	\$ 25	\$ 3,000
Bus Shelter and Installation	3	EA	\$ 6,000	\$ 18,000
<b>Amended Subtotal for Surface Improvements</b>				<b>\$ 942,755</b>

**Silver Springs, LLC  
Silver Springs - Unit 1 (53 Lots)  
TM97-1330**

**Amended Schedule C**

**Opinion of Probable Costs**

**Schedule of Storm Drainage Improvements**

Owner agrees to install the storm drainage improvements in the **Silver Springs, LLC Silver Springs - Unit 1** as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Storm Drainage Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
12" HDPE Pipe	61	LF	\$ 42	\$ 2,562
18" HDPE Drain	2,336	LF	\$ 55	\$ 128,480
24" HDPE Drain	244	LF	\$ 65	\$ 15,860
48" Drain M.H.	9	EA	\$ 4,000	\$ 36,000
Type 'SR 4A' D.I.	18	EA	\$ 3,500	\$ 63,000
Grated Inlet per STD. Plan 115A	9	EA	\$ 1,800	\$ 16,200
Drainage Ditch	3,536	LF	\$ 10	\$ 35,360
Erosion Control Pipe Discharge	5	EA	\$ 5,000	\$ 25,000

**Amended Subtotal for Storm Drainage Improvements \$ 322,462**

**Silver Springs, LLC  
Silver Springs - Unit 1 (53 Lots)  
TM97-1330**

**Amended Schedule D**

**Opinion of Probable Costs**

**Schedule of Sanitary Sewer Improvements**

Owner agrees to install the sanitary sewer collection and disposal system in the **Silver Springs, LLC Silver Springs Unit 1** as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Sanitary Sewer Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
6" PVC SDR-35 Sewer	2,433	LF	\$ 45	\$ 109,485
8" PVC SDR-35 Sewer	142	LF	\$ 50	\$ 7,100
48" Sewer Manhole	9	EA	\$ 4,500	\$ 40,500
48" Lined Sewer Manhole	4	EA	\$ 4,500	\$ 18,000
60" Lined Sewer Manhole	1	EA	\$ 5,000	\$ 5,000
Existing M.H. to be Adjusted	3	EA	\$ 1,200	\$ 3,600
Sewer Services	53	EA	\$ 850	\$ 45,050
<b>Amended Subtotal for Sanitary Sewer Improvements</b>				<b>\$ 228,735</b>

**Silver Springs, LLC  
Silver Springs - Unit 1 (53 Lots)  
TM97-1330**

**Amended Schedule E**

**Opinion of Probable Costs**

**Schedule of Water Improvements**

Owner agrees to install the water supply and distribution system in the **Silver Springs, LLC Silver Springs Unit 1** as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Water Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
4" PVC C-900	375	LF	\$ 35	\$ 13,125
8" PVC C-900	1,317	LF	\$ 45	\$ 59,265
10" PVC C-900	1,756	LF	\$ 55	\$ 96,580
3/4" Service Meter & RP Backflow	53	EA	\$ 1,000	\$ 53,000
Fire Hydrant with Assembly	10	EA	\$ 2,200	\$ 22,000
4" Gate Valve	2	EA	\$ 1,000	\$ 2,000
8" Gate Valve	6	EA	\$ 1,500	\$ 9,000
10" Gate Valve	7	EA	\$ 1,800	\$ 12,600
2" Blowoff Valve	2	EA	\$ 1,300	\$ 2,600
4" Blowoff Valve	3	EA	\$ 2,500	\$ 7,500
1" Air Release Valve	1	EA	\$ 1,200	\$ 1,200
2" Air Release Valve	1	EA	\$ 1,550	\$ 1,550
<b>Amended Subtotal for Water Improvements</b>				<b>\$ 280,420</b>

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**Silver Springs, LLC  
Silver Springs - Unit 1 (53 Lots)  
TM97-1330**

**Amended Schedule F**

**Opinion of Probable Costs**

**Schedule of Striping and Signage Improvements**

Owner agrees to install the striping and signage in the **Silver Springs LLC Silver Springs Unit 1** as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Striping and Signage Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Labor and Materials	1	LS	\$ 5,500	\$ 5,500
<b>Amended Subtotal for Striping &amp; Signage Improvements</b>				<b>\$ 5,500</b>

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**Silver Springs, LLC  
Silver Springs - Unit 1 (53 Lots)  
TM97-1330**

**Amended Schedule G**

**Opinion of Probable Costs**

**Schedule of Erosion Control**

Owner agrees to provide erosion control in the **Silver Springs, LLC Silver Springs Unit 1** as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Erosion Control:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Labor and Materials	1	LS	\$ 200,000	\$ 200,000
<b>Amended Subtotal for Erosion Control</b>				<b>\$ 200,000</b>

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**Silver Springs, LLC  
Silver Springs - Unit 1 (53 Lots)  
TM97-1330**

**Amended Schedule H**

**Opinion of Probable Costs**

**Schedule of Underground Power, Telephone and Cable Improvements**

Owner agrees to install the underground power, telephone and cable utilities in the **Silver Springs, LLC Silver Springs Unit 1** as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Underground Power , Telephone and Cable Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Service Structures Installed	53	EA	\$ 480	\$ 25,440
Distribution Structures	53	EA	\$ 8,000	\$ 424,000
Distribution Trenching	53	EA	\$ 600	\$ 31,800
<b>Amended Subtotal for Underground Power, Telephone and Cable Improvements</b>				<b>\$ 481,240</b>

**Silver Springs, LLC  
Silver Springs - Unit 1 (53 Lots)  
TM97-1330**

**Amended Certification of Partial Completion of Subdivision Improvements**

**Opinion of Probable Costs**

I hereby certify that the following cost estimates have been revised to reflect the current economy and that improvements for **Silver Springs LLC Silver Springs Unit 1, TM 97-1330** have been completed, to wit:

	<b>Total Amount</b>	<b>Percent Complete</b>	<b>Remaining Amount</b>
General Sitework	\$ 1,137,315	0%	\$ 1,137,315
Surface Improvements	\$ 942,755	0%	\$ 942,755
Storm Drainage Improvements	\$ 322,462	0%	\$ 322,462
Sanitary Sewer Improvements	\$ 228,735	0%	\$ 228,735
Water Improvements	\$ 280,420	0%	\$ 280,420
Striping and Signage Improvements	\$ 5,500	0%	\$ 5,500
Erosion Control	\$ 200,000	0%	\$ 200,000
Underground Power, Telephone & Cable Improvements	\$ 481,240	0%	\$ 481,240
Construction Survey (4%)	\$ 143,937	0%	\$ 143,937
Construction Admin., Mgmt., Testing & Inspection (10%)	\$ 359,843	0%	\$ 359,843
Contingency (10%)	\$ 359,843	0%	\$ 359,843
<b>Totals</b>	<b>\$ 4,462,049</b>		<b>\$ 4,462,049</b>

I estimate the total cost of completing the improvements agreed to be performed by the Owner to be **Four Million Four Hundred Sixty-Two Thousand Forty-Nine Dollars and 00/100 (\$4,462,049.00)**.

The Performance Bond for the amount of **Four Million Four Hundred Sixty-Two Thousand Forty-Nine Dollars and 00/100 (\$4,462,049.00)**. (100% of Remaining Amount Total, Column 4).

The Laborers and Materialsmen Bond is for the amount of **Four Million Four Hundred Sixty-Two Thousand Forty-Nine Dollars and 00/100 (\$4,462,049.00)**. (100% of the Remaining Total Cost of the Improvements, Column 2).

DATED: \_\_\_\_\_

\_\_\_\_\_  
Terrance E. Lowell, P.E.  
TLA Engineering & Planning, Inc.  
1528 Eureka Road, Suite 100  
Roseville, CA 95661

**ACCEPTED BY THE COUNTY OF EL DORADO**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Robert S. Slater, P.E.  
Assistant Director of Transportation