

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

**THIS FOURTH 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, April 6, 2010, and September 25, 2012 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 25, 2013;

**WHEREAS**, Owner has not yet completed construction of all the improvements, but has requested an extension of time to complete the improvements subject to the terms and conditions contained herein, to September 24, 2014;

**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 Fourth Amendment as follows:

**The Agreement is hereby amended such that all references to County's "Department of Transportation" shall now read "Transportation Division."**

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

3. Complete the Subdivision improvements contemplated under this Agreement on or before September 24, 2014.

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

County of El Dorado  
Community Development Agency  
Transportation Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Bard R. Lower  
Transportation Division Director

County of El Dorado  
Community Development Agency  
Transportation Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Gregory Hicks  
Senior Civil Engineer

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

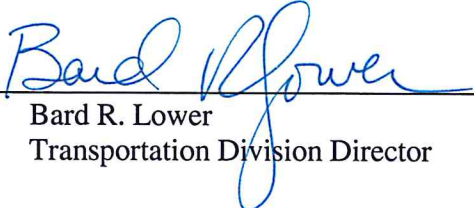
or to such other location as Owner directs.

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

28. The County officer or employee with responsibility for administering this Agreement is Bard R. Lower, Community Development Agency, Transportation Division Director, or successor.

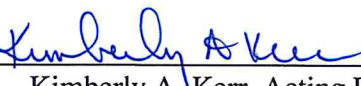
Except as herein amended, all other parts and sections of that certain Subdivision Improvement Agreement dated September 26, 2006, as amended, shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Division Concurrence:**

By:   
Bard R. Lower  
Transportation Division Director

Dated: 10/7/13

**Requesting Department Concurrence:**

By:   
Kimberly A. Kerr, Acting Director  
Community Development Agency

Dated: 10/8/13


IN WITNESS WHEREOF, the parties have executed this Fourth 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:   
\_\_\_\_\_  
**RON BRIGGS**  
Board of Supervisors  
"County"

Dated: 11/5/13


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

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

Dated: 11/5/13

-- SILVER SPRINGS, LLC, --  
-- a California Limited Liability Company --

By: Sorrento, Inc.  
a California corporation  
its Managing Member

By:   
\_\_\_\_\_  
William C. Scott, Jr.  
Chief Financial Officer  
"Owner"

Dated: 9-17-13



# OWNER

## ACKNOWLEDGMENT

State of California

County of Contra Costa

On September 17, 2013 <sup>new</sup> Before me, April Conde Mallari, Notary Public,  
(here insert name and title of the officer)

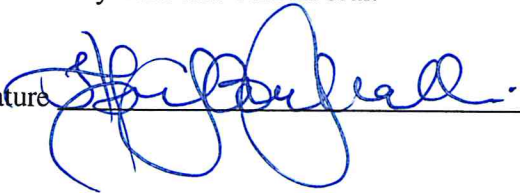
personally appeared William C. Scott, Jr.

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)



ORIGINAL

34  
9-25-12

**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;



**WHEREAS**, Owner shall provide the County a Surety Rider to the Performance Bond #070003258 and Laborers and Materialmens Bond #070003258 ("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 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.

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**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 Sixty-Two Thousand Forty-Nine Dollars and 00/100 (\$4,462,049.00).**

**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. 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: Steve P. Kooyman, P.E.  
Acting Deputy Director, Engineering  
Transportation Planning & Land  
Development Division

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

Attn: Sherrie Busby-Graham  
Administrative Services Officer  
Contract/Procurement Services

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 Steve P. Kooyman, P.E., Acting Deputy Director, Engineering, Transportation Planning & Land Development Division, 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: \_\_\_\_\_

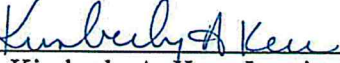
  
Steve P. Kooyman, P.E.  
Acting Deputy Director, Engineering  
Transportation Planning & Land  
Development Division

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

4/17/13

**Requesting Department Concurrence:**

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

  
Kimberly A. Kerr, Interim Director  
Department of Transportation

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

4/17/13

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:   
\_\_\_\_\_  
**RON BRIGGS** Chair  
Board of Supervisors  
"County"

Dated: 5-14-13

Board Date: September 25, 2012


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

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

Dated: 5-14-13

--SILVER SPRINGS, LLC,--

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

By:   
\_\_\_\_\_  
William C. Scott, Jr.  
Chief Financial Officer  
"Owner"

Dated: 3-12-13



ACKNOWLEDGMENT

State of California

County of CONTRA COSTA

On MAR. 12. 2013 before me, APRIL CONDE MALLARI, NOTARY PUBLIC  
(here insert name and title of the officer)

personally appeared WILLIAM C. SCOTT, JR.

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

*April Conde Mallari*



(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

**Amended Subtotal for General Sitework Improvements      \$1,137,315**

**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:

Item Description	Quantity	Units	Unit Cost	Total Cost
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

**Amended Subtotal for Surface Improvements \$ 942,755**



**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:

Item Description	Quantity	Units	Unit Cost	Total Cost
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:

Item Description	Quantity	Units	Unit Cost	Total Cost
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
Amended Subtotal for Sanitary Sewer Improvements				\$ 228,735

**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:

Item Description	Quantity	Units	Unit Cost	Total Cost
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>



**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:

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

**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:

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

**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:

	Total Amount	Percent Complete	Remaining Amount
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 Materialmen's 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: 4/11/13



T E Lowell  
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: 4/17/13

Steve P. Kopyman  
Steve P. Kopyman, P.E.  
Acting Deputy Director, Engineering  
Transportation Planning & Land  
Development Division



SURETY RIDER

To be attached to and form a part of

Bond No. 070003258

Cross Ref:

Type of

Bond: Performance Bond and Laborers and Materialmens Bond Form

dated

effective June 5, 2007

(MONTH-DAY-YEAR)

executed by Silver Springs, LLC  
(PRINCIPAL)

, as Principal,

and by Liberty Mutual Insurance Company

, as Surety,

in favor of County of El Dorado  
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing  
Reduction in the penal sum of bond:

From: \$9,639,228.00

To: \$4,462,049.00

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider

is effective March 12, 2013  
(MONTH-DAY-YEAR)

Signed and Sealed March 22, 2013  
(MONTH-DAY-YEAR)

Silver Springs, LLC  
(PRINCIPAL)

By: 

(PRINCIPAL)

Liberty Mutual Insurance Company  
(SURETY)

By: 

(ATTORNEY-IN-FACT) Donna L. Welsh



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

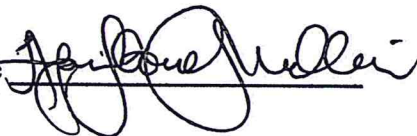
State of California)

County of Contra Costa)

On March 25, 2013 before me, April Conde Mallari, Notary Public, personally appeared William C. Scott, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person 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)

---

April Conde Mallari  
Certified Notary Public-California  
Commission #1873026  
Contra Costa County  
My Comm. Expires Jan 8, 2014



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

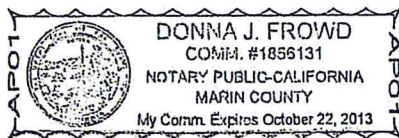
On March 22, 2013 before me, Donna J. Frowd, Notary Public, personally appeared Donna L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

(seal)

Signature Donna J. Frowd





**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5940759

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Debbie L. Welsh; Donna J. Frowd; Donna L. Welsh; Michael Brophy McGowan; Susan J. McGowan

all of the city of Novato, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of January, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 9th day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

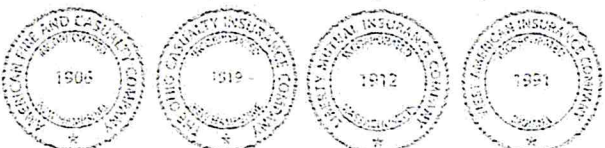
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of March, 20 13.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call  
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# ORIGINAL

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

**THIS AMENDMENT II** to that certain Agreement to Make Subdivision Improvements for Class I Subdivision Between County and Silver Springs LLC (hereinafter referred to as the "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 40, Walnut Creek, California 94597 (hereinafter referred to as "Owner");

### RECITALS

**WHEREAS**, County and Owner entered into the Subdivision Improvement Agreement on September 26, 2006, and Amendment I to the Agreement on July 17, 2007, copies of which are incorporated herein and made by reference a part hereof;

**WHEREAS**, Owner requested an extension of time to complete the improvements that are the subject of the Agreement and the Department of Transportation granted a one year extension to September 26, 2009, pursuant to its authority granted by Board of Supervisors Resolution 96-95 but did not thereafter process a written amendment to the Agreement;

**WHEREAS**, Owner has now requested a further extension of time to complete the improvements that are the subject of the Agreement to September 26, 2010 which may only be granted by the Board of Supervisors in accordance with Resolution 96-95;

**WHEREAS**, County desires to amend the Agreement to reflect changes in personnel for contract administration and receipt of notices;

**NOW, THEREFORE**, in consideration of the recitals, terms and conditions herein, the parties hereby agree as follows:

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

3. Complete the Subdivision improvements contemplated under this Agreement on or before September 26, 2010.



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

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
Attn: Craig D. McKibbin,  
Deputy Director

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
Attn: Tim C. Prudhel,  
Contract Services Officer

or to such other location as the 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, CA 94597

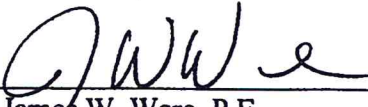
or to such other location as the Owner directs.

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

28. The County officer or employee with responsibility for administering this Agreement is Craig D. McKibbin, Deputy Director, Transportation Planning & Land Development Division, Department of Transportation, or successor.

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

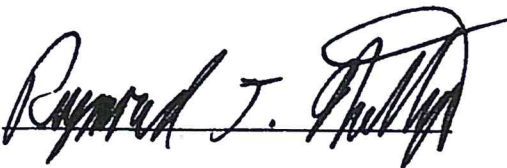
**Requesting Department Concurrence:**

By:   
James W. Ware, P.E.  
Director of Transportation


Dated: 3/4/10

IN WITNESS WHEREOF, the parties have executed this Amendment II 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: 4-6-10  
Raymond J. Nutting, Vice Chairman  
Board of Supervisors  
"County"

Attest:  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By:  Dated: 4-6-10  
Deputy Clerk

--SILVER SPRINGS, LLC,--  
a California limited liability company

By: Sorrento, Inc., a California corporation  
Its Managing Member

By:  Dated: 3-10-10  
William C. Scott  
Chief Financial Officer  
"Owner"

ACKNOWLEDGMENT

State of California

County of Costa Costa

On March 10, 2010 before me, Lilibeth V. Abad, Notary Public,  
(here insert name and title of the officer)

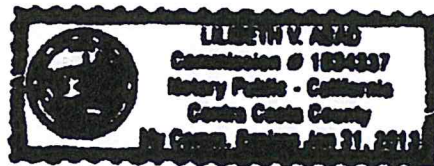
personally appeared William O. Scott

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 Lilibeth V. Abad



(Seal)



**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF SORRENTO, INC.**

**WHEREAS**, it is deemed desirable and in the best interest of this corporation that the following actions be taken by the Directors of this corporation pursuant to this Unanimous Written Consent.

**NOW THEREFORE, BE IT RESOLVED** that, pursuant to applicable law, the undersigned, constituting all of the directors of Sorrento, Inc. (the "Corporation") hereby adopt the following resolutions:

**APPROVAL OF EXTENSION OF SILVER SPRINGS, LLC, SUBDIVISION  
IMPROVEMENT AGREEMENT NO. 06-1060 TO SEPTEMBER 26, 2010 (THE  
"EXTENSION")**

**WHEREAS**, the Corporation is the managing member of Silver Springs, LLC ("Silver Springs"). It is deemed to be advisable and in the best interest of the Corporation and its shareholders that the Corporation approve the Extension and execute the Extension on behalf of Silver Springs, as managing member.

**RESOLVED FURTHER**, that William C. Scott, Jr., as Chief Financial Officer, is authorized, empowered and directed on behalf of the Corporation to execute the Extension in substantially the form presented to the Corporation.

**RESOLVED FURTHER**, that, subject to the foregoing resolutions, William C. Scott, Jr., in his capacity as Chief Financial Officer of the Corporation is empowered to execute and deliver any and all documents related to the Extension.

**RESOLVED FURTHER**, that all actions of the signatory heretofore taken in connection with the Extension are ratified, approved and confirmed.


**RESOLVED FURTHER**, that any and all actions heretofore or hereafter taken by the signatory within the terms of any of the foregoing resolutions are hereby ratified and confirmed as the act and deed of the Corporation.

**RESOLVED FINALLY**, that the signatory set forth above is authorized and directed to execute and deliver any documents, and to take such other actions as such signatory may deem necessary, desirable or appropriate to carry out the purposes and intent, but within the limitations of the foregoing resolutions, such signatory's execution of any document being conclusive evidence of such approval.

**ACKNOWLEDGED, RATIFIED AND APPROVED AS OF THE DATE LAST SET FORTH  
BELOW:**

  
\_\_\_\_\_  
Name: F. Allan Chapman

Date: March 10, 2010

  
\_\_\_\_\_  
Name: William C. Scott, Jr.

Date: March 10, 2010

**RESOLUTION OF THE MEMBERS  
OF  
SILVER SPRINGS, LLC**

The undersigned, who are all of the members ("Members") of Silver Springs, LLC, a California limited liability company (the "Company"), hereby approve the following resolutions.

**RESOLUTIONS**

The Company owns certain real property in the County of El Dorado, California (the "Project"). The Project is conditioned upon the Company constructing certain improvements to the Project. This resolution concerns approving the Company entering into that certain "Amendment II to Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Silver Springs, LLC" (the "Amendment"). The Amendment will extend the time in which to complete the improvements that are subject to the underlying subdivision improvement agreement to September 26, 2010.

**RECITALS**

WHEREAS, all of the above shall be the "Transaction;" and

WHEREAS, it is to the benefit of the Company that the Company enter into the Transaction and enter into any and all agreements, documents, instruments and certificates necessary or advisable to effect the Transaction, including, without limitation, the Amendment (collectively, the "Documents").

NOW THEREFORE BE IT RESOLVED, that the Members hereby authorize the Company to enter into the Transaction and authorize the Company to negotiate, execute and deliver any and all Documents, and undertake and perform any and all obligations thereunder, and any other obligations and responsibilities that are necessary or advisable to effect the Transaction.

BE IT FURTHER RESOLVED, that Sorrento, Inc., is authorized to sign the Amendment as Managing Member of the Company. William C. Scott, Jr., shall sign on behalf of Sorrento, Inc., in accordance with the separate resolution of Sorrento, Inc.

BE IT FURTHER RESOLVED, that the signatory set forth above is empowered to negotiate, execute, deliver and perform any and all Documents, each with such terms and conditions and containing such provisions as the signatory shall approve, in his sole discretion, such signatory's execution of any Document being conclusive evidence of such approval.

BE IT FURTHER RESOLVED, that all actions of the signatory heretofor or hereafter taken in connection with the Transaction, are ratified, approved and confirmed.

This Resolution of Members may be executed in counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

ACKNOWLEDGED, RATIFIED AND APPROVED:

Date: 3-10-10

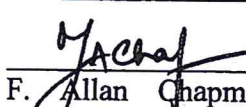
Sorrento, Inc.,  
a California corporation,  
as Member of the Company

By: 


Name: William C. Scott, Jr.

Its: CFO.

Date: March 10 2010

  
F. Allan Chapman, an individual, as  
Member

Date: 3-10-10

  
William C. Scott, Jr., an individual, as  
Member



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

**THIS AMENDMENT I** to that certain Agreement to Make Subdivision Improvements for Class I Subdivision Between County and Silver Springs LLC (hereinafter referred to as "Subdivision Improvement 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 40, Walnut Creek, California 94597 (hereinafter referred to as "Owner");

**RECITALS**

**WHEREAS**, County and Owner entered into the Subdivision Improvement Agreement on September 26, 2006, a copy of which is incorporated herein and made by reference a part hereof in connection with the Silver Springs Unit 1 Final Map; and

**WHEREAS**, pursuant to the Subdivision Map Act, Government Code section 66410 et seq., and El Dorado County Ordinance Code section 16.16.050 (hereinafter "County Code"), Section 5 of the Agreement provided that Owner shall post security in the form acceptable to County to secure the performance of work in accordance with the Subdivision Improvement Agreement ; and

**WHEREAS**, simultaneously with entering into the Subdivision Improvement Agreement, Owner provided to the County a performance bond and a laborers and materialmens bond (hereinafter collectively referred to as the "Original Bonds") naming County as obligee as required in Section 5 of the Agreement and County, in reliance on said Subdivision Improvement Agreement and Original Bonds, approved the Owner's Final Map for Silver Springs Unit 1; and

**WHEREAS**, Owner has not yet commenced construction of the improvements called for in the Subdivision Improvement Agreement, and has requested to substitute a performance bond and a laborers and materialmens bond issued by a different surety in place of and instead of the Original Bonds, and has requested that County release the Original Bonds; and

**WHEREAS**, County will agree to the substitution of the new bonds for the Original Bonds provided that certain conditions are satisfied, including that 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 Subdivision and Owner submits for approval updated engineer's estimates for the costs of the improvements that are the subject of the Agreement reflecting same, and provided that the new surety issues new bonds as security for



100% of the entire work and the surety expressly accepts all obligations retroactively to September 26, 2006, the date of the Final Map and Subdivision Improvement Agreement;

**NOW, THEREFORE**, in consideration of the recitals, terms and conditions herein, the parties hereby agree as follows:

**Section 1 of the Subdivision Improvement Agreement 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 County Code and shown or described in the improvement plans, specifications and cost estimates entitled *Grading and Improvement Plans for Silver Springs Unit 1* and *Plans for the Improvement of Silver Springs Parkway Realignment Onsite Phase 2* which were approved by the County Engineer, Department of Transportation, on May 9, 2006. Attached hereto are Schedule A, marked "General Sitework Improvements", Schedule B, marked "Surface Improvements", Schedule C, marked "Storm Drainage Improvements", Schedule D, marked "Sanitary Sewer Improvements", Schedule E, marked "Water Improvements", Schedule F, marked "Striping and Signage Improvements", Schedule G, marked "Erosion Control Improvements", Schedule H, marked "Underground Power, Telephone and Cable Improvements", Schedule A1, marked "General Sitework Improvements", Schedule B1, marked "Surface Improvements", Schedule C1, marked "Storm Drainage Improvements", Schedule D1, marked "Sanitary Sewer Improvements", Schedule E1, marked "Water Improvements", Schedule F1, marked "Striping and Signage Improvements", Schedule G1, marked "Erosion Control Improvements", Schedule H1, marked "Underground Power, Telephone and Cable Improvements" and Schedule I1 marked "Miscellaneous Improvements" all of which are incorporated herein and made by reference a part hereof. The schedules describe quantities, units and costs associated with the improvements to be made.

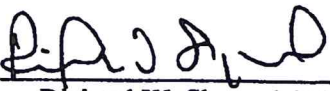
As of the effective date of this Amendment to the Subdivision Improvement Agreement, Owner warrants and represents that no work has proceeded, and that no labor has been engaged or contracted for and that no materials have been ordered, secured or provided with respect to the Subdivision. The following updated Opinions of Probable Costs and Certificates of Partial Completion are hereby added to the Agreement and are incorporated herein and made by reference a part hereof: Silver Springs Parkway Realignment On-Site Phase 2 - Amended Opinion of Probable Costs; Silver Springs Unit 1 (53 Lots) - Amended Opinion of Probable Costs; *Silver Springs Parkway On-site* - Amended Certificate of Partial Completion; and *Silver Springs Unit 1* - Amended Certificate of Partial Completion of Subdivision Improvements

**Section 5 is hereby amended to read as follows:**

5. Post security acceptable to County as provided in Section 16.16.050 of the County Code for 100% of the entire work. 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.

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

**Requesting Department Concurrence:**

By:   
Richard W. Shepard, P.E.  
Director of Transportation

Dated: 6/12/07



IN WITNESS WHEREOF, the parties have executed this Amendment I 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: 7/17/07

Board of Supervisors  
"County"


Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 7/17/07

**--SILVER SPRINGS, LLC,--**  
a California limited liability company

By: Sorrento, Inc., a California corporation  
Its Managing Member

By:   
William C. Scott  
Chief Financial Officer  
"Owner"

Dated: 6-4-07

\*\*\*

STATE OF CALIFORNIA )

)

COUNTY OF Contra Costa )

On this 4<sup>th</sup> day of June 2007, before me, Lilibeth V. Abad a Notary Public,  
personally appeared William C. Scott, JR.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged 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.

WITNESS my hand and official seal.

Lilibeth V. Abad

Notary Public in and for said County and State





**Silver Springs LLC**  
**Silver Springs Parkway Realignment On-Site Phase 2**  
**County of El Dorado**

**Amended Opinion of Probable Costs**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Earthworks</b>					
1 Mobilization/Demobilization	1	l.s.	\$20,000.00	20,000.00	<b>\$533,000.00</b>
2 Clearing and Grubbing	1	l.s.	\$20,000.00	20,000.00	
3 Earthwork	18,300	yd <sup>3</sup>	\$10.00	183,000.00	
4 Import	16,000	yd <sup>3</sup>	\$15.00	240,000.00	
5 Rock Lined Ditch	3,300	l.f.	\$15.00	49,500.00	
6 Remove & Dispose Existing Trees	41	e.a.	\$500.00	20,500.00	
<b>Street</b>					
7 Asphalt Concrete (Type A)	6,227	ton	\$90.00	560,430.00	<b>\$2,362,925.00</b>
8 Class 2 Aggregate Base	10,530	yd <sup>3</sup>	\$81.00	852,930.00	
9 Minor Concrete (Type 2 Curb & Gutter)	8,592	l.f.	\$30.00	257,760.00	
10 Minor Concrete (Type A1-150)	3,086	l.f.	\$20.00	61,720.00	
11 Minor Concrete (Median Curb)	4,763	l.f.	\$25.00	119,075.00	
12 Minor Concrete (4" Thick Sidewalk)	831	yd <sup>3</sup>	\$450.00	373,950.00	
13 Minor Concrete (4" Thick Bus Shelter Pad)	7	yd <sup>3</sup>	\$450.00	3,150.00	
14 Minor Concrete (4" Thick Median Stamped Concrete)	92	yd <sup>3</sup>	\$450.00	41,400.00	
15 Minor Concrete (8" Thick Bus Bay)	97	yd <sup>3</sup>	\$450.00	43,650.00	
16 Gutter)	15	yd <sup>3</sup>	\$450.00	6,750.00	
17 2"x6" RWD Headerboard	550	l.f.	\$5.00	2,750.00	
18 Type 3 Street Barricade	554	l.f.	\$35.00	19,390.00	
19 Type 3 Portable Barricade	60	l.f.	\$35.00	2,100.00	
20 Remove & Dispose Existing Barricade	1	e.a.	\$200.00	200.00	
21 6' Headwall Metal Fence	560	l.f.	\$30.00	16,800.00	
22 42" Sidewalk Metal Fence	58	l.f.	\$15.00	870.00	
<b>Drainage</b>					
23 Standard 48" Storm Drain MH	9	e.a.	\$4,000.00	\$36,000.00	<b>\$432,638.00</b>
24 Adjust 48" SDMH to Grade	4	e.a.	\$1,200.00	\$4,800.00	
25 Adjust 72" SDMH to Grade	3	e.a.	\$1,200.00	\$3,600.00	
26 Adjust Type B Saddle MH to Grade	2	e.a.	\$1,200.00	\$2,400.00	
27 12" Storm Drain HDPE	1,024	l.f.	\$42.00	\$43,008.00	
28 15" Storm Drain HDPE	70	l.f.	\$44.00	\$3,080.00	
29 18" Storm Drain HDPE	1,361	l.f.	\$55.00	\$74,855.00	
30 24" Storm Drain HDPE	66	l.f.	\$65.00	\$4,290.00	
31 15" Flared End Section w/ Inlet Protection	1	e.a.	\$1,600.00	\$1,600.00	
32 15" Flared End Section w/ Outlet Protection	1	e.a.	\$1,600.00	\$1,600.00	





**Silver Springs LLC**  
**Silver Springs Parkway Realignment On-Site Phase 2**  
**County of El Dorado**

**Amended Opinion of Probable Costs**

33 Catch Basin Double Caltrans Type GO	10	e.a.	\$4,500.00	\$45,000.00	
34 Catch Basin Double Caltrans Type GO (Ph. 2)	6	e.a.	\$1,000.00	\$6,000.00	
35 Type 4 AC Curb Inlet w/ Pelican Gallery	1	e.a.	\$3,500.00	\$3,500.00	
36 Type 4 AC Curb Inlet w/ Pelican Gallery (Ph. 2)	1	e.a.	\$1,000.00	\$1,000.00	
37 Median Inlet 18"x18"	11	e.a.	\$1,000.00	\$11,000.00	
38 El Dorado County Standard Grated Inlet	4	e.a.	\$1,800.00	\$7,200.00	
39 Tie-in to Existing/Remove Plug	5	e.a.	\$3,200.00	\$16,000.00	
40 1"x18" HDPE Subdrain, including fittings	4,763	l.f.	\$35.00	\$166,705.00	
41 Plug and Mark	2	e.a.	\$500.00	\$1,000.00	
<b>Sewer</b>					
42 8" Sanitary Sewer PVC- SDR 35	251	l.f.	\$50.00	\$12,550.00	\$32,530.00
43 4" Force Main PVC-C900, CL 150	82	l.f.	\$40.00	\$3,280.00	
44 Adjust Existing 48" MH to Grade	4	e.a.	\$1,200.00	\$4,800.00	
45 Relocated & Adjust Ext. 2" Sanitary Sewer Blowoff to Grade	1	e.a.	\$1,000.00	\$1,000.00	
46 Relocated & Adjust Ext. 2" Sanitary Sewer ARV to Grade	1	e.a.	\$1,200.00	\$1,200.00	
47 Tie-in to existing 8" Sanitary Sewer Stub	2	e.a.	\$2,500.00	\$5,000.00	
48 Install Sanitary Sewer COTG	4	e.a.	\$850.00	\$3,400.00	
49 2" Force Main Blowoff Valve	1	e.a.	\$1,300.00	\$1,300.00	
<b>Water</b>					
50 10" Water Main (including fittings) PVC, C-901	546	l.f.	\$55.00	\$30,030.00	\$376,380.00
51 12" Water Main (including fittings) PVC, C-902	4,430	l.f.	\$60.00	\$265,800.00	
52 10" Gate Valve	6	e.a.	\$1,800.00	\$10,800.00	
53 12" Gate Valve	14	e.a.	\$2,000.00	\$28,000.00	
54 2" Blowoff Valve	7	e.a.	\$1,300.00	\$9,100.00	
55 4" Blowoff Valve	3	e.a.	\$2,500.00	\$7,500.00	
56 1" Air Release Valve	3	e.a.	\$1,200.00	\$3,600.00	
57 2" Air Release Valve	1	e.a.	\$1,550.00	\$1,550.00	
58 Fire Hydrant w/ Tees, Valves & Lateral & Blue Pavement Marker	5	e.a.	\$2,200.00	\$11,000.00	
59 2" Water Service w/ one Meter Box	4	e.a.	\$1,000.00	\$4,000.00	
60 Adjust Existing valve Box to Grade	5	e.a.	\$1,000.00	\$5,000.00	
<b>Striping and Signage</b>					
61 Thermoplastic Pavement Marking	1,734	s.f.	\$1.50	\$2,601.00	\$10,150.00



**Stantec**

**Silver Springs LLC  
Silver Springs Parkway Realignment On-Site Phase 2  
County of El Dorado**

**Amended Opinion of Probable Costs**

62 Paint Traffic Stripe	9,142	l.f.	\$0.13	\$1,189	
63 K-1 Marker	8	e.a.	\$45.00	\$360.00	
64 Roadside Sign w/ Post	40	e.a.	\$150.00	\$6,000.00	
<b>Erosion Control</b>					
65 Fiber Rolls	9,000	l.f.	\$3.50	\$31,500.00	\$55,150.00
66 Hydroseeding	1	l.s.	\$10,000.00	\$10,000.00	
67 Tree Protection Fencing	3000	l.f.	\$2.50	\$7,500.00	
68 Turf Reinforcement Matting	2550	s.f.	\$1.00	\$2,550.00	
69 Stabilized Construction entrance	1	l.s.	\$3,800.00	\$3,800.00	
<b>Underground Power, Telephone and Cable Improvements</b>					
70 Distribution Structures	5,000	l.f.	\$50.00	\$250,000.00	\$350,000.00
71 Distribution Trenching	5,000	l.f.	\$20.00	\$100,000.00	
<b>Miscellaneous Improvements</b>					
72 8" PVC Irrigation Sleeve, Schedule 80	606	l.f.	\$18.00	\$10,908.00	\$40,372.00
73 4" PVC Irrigation Sleeve, Schedule 80	606	l.f.	\$16.00	\$9,696.00	
74 3" PVC Irrigation Sleeve, Schedule 80	646	l.f.	\$12.00	\$7,752.00	
75 3" Conduits (Future Traffic Signals)	668	l.f.	\$12.00	\$8,016.00	
76 No. 6 Pull Box (Future Traffic Signals)	5	e.a.	\$800.00	\$4,000.00	
<b>Total</b>					<b>\$4,193,145</b>
<b>4.0% Construction Survey</b>					<b>\$167,725.00</b>
<b>10.0% Construction Administration, Management, Testing and Inspection</b>					<b>\$419,314.50</b>
<b>10.0% Contingency</b>					<b>\$419,314.50</b>
<b>Grand Total</b>					<b>\$5,199,499</b>



**Silver Springs LLC  
Silver Springs Unit 1 (53 Lots)  
County of El Dorado**

**Amended Opinion of Probable Costs**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Earthworks</b>					<b>\$1,137,315</b>
1 Mobilization/Demobilization	1	l.s.	\$15,000.00	\$15,000	
2 Clearing and Grubbing	1	l.s.	\$20,000.00	\$20,000	
3 Earthwork	75,000	yd <sup>3</sup>	\$10.00	\$750,000	
4 Export	26,000	yd <sup>3</sup>	\$12.00	\$312,000	
5 Existing Trees to be Removed	6	each	\$500.00	\$3,000	
6 4' Keystone Retaining Wall	45	l.f.	\$50.00	\$2,250	
7 5' Keystone Retaining Wall	95	l.f.	\$55.00	\$5,225	
8 0'-6' Keystone Retaining Wall	82	l.f.	\$50.00	\$4,100	
9 6' Keystone Retaining Wall	396	l.f.	\$65.00	\$25,740	
<b>Street</b>					<b>\$924,755</b>
10 3" Type 'A' A.C.	2,892	ton	\$80.00	\$260,280	
11 11" Class 2 A.B.	4,488	yd <sup>3</sup>	\$81.00	\$363,528	
12 4" PCC Sidewalk on 4" min. A.B.	26,773	ft <sup>2</sup>	\$5.00	\$133,865	
13 Sidewalk Ramp	15	each	\$1,500.00	\$22,500	
14 Type 1 Curb & Gutter	5,986	l.f.	\$22.00	\$131,692	
15 Type 2 Curb & Gutter	430	l.f.	\$23.00	\$9,890	
16 Curb & Gutter Transition	120	l.f.	\$25.00	\$3,000	
<b>Drainage</b>					<b>\$322,462</b>
17 12" HDPE Pipe	61	l.f.	\$42.00	\$2,562	
18 18" HDPE Drain	2336	l.f.	\$55.00	\$128,480	
19 24" HDPE Drain	244	l.f.	\$65.00	\$15,860	
20 48" Drain M.H.	9	each	\$4,000.00	\$36,000	
21 Type 'SR 4A' D.I.	18	each	\$3,500.00	\$63,000	
22 Grated Inlet per STD. Plan 115A	9	each	\$1,800.00	\$16,200	
23 Drainage Ditch	3,536	l.f.	\$10.00	\$35,360	
24 Erosion Control Pipe Discharge	5	each	\$5,000.00	\$25,000	
<b>Sewer</b>					<b>\$228,735</b>
25 6" PVC SDR-35 Sewer	2,433	l.f.	\$45.00	\$109,485	
26 8" PVC SDR-35 Sewer	142	l.f.	\$50.00	\$7,100	
27 48" Sewer Manhole	9	each	\$4,500.00	\$40,500	
28 48" Lined Sewer Manhole	4	each	\$4,500.00	\$18,000	
29 60" Lined Sewer Manhole	1	each	\$5,000.00	\$5,000	
30 Existing M.H. to be Adjusted	3	each	\$1,200.00	\$3,600	
31 Sewer Services	53	each	\$850.00	\$45,050	





**Silver Springs LLC**  
**Silver Springs Unit 1 (53 Lots)**  
**County of El Dorado**

**Amended Opinion of Probable Costs**

Description	Quantity	Unit	Unit Price	Cost	Total
Water					
32 4" PVC C-900	375	l.f.	\$35.00	\$13,125	\$280,420
33 8" PVC C-900	1,317	l.f.	\$45.00	\$59,265	
34 10" PVC C-900	1,756	l.f.	\$55.00	\$96,580	
35 5/8" Service Meter & RP Backflow	53	each	\$1,000.00	\$53,000	
36 Fire Hydrant w/ assembly	10	each	\$2,200.00	\$22,000	
37 4" Gate Valve	2	each	\$1,000.00	\$2,000	
38 8" Gate Valve	6	each	\$1,500.00	\$9,000	
39 10" Gate Valve	7	each	\$1,800.00	\$12,600	
40 2" Blowoff Valve	2	each	\$1,300.00	\$2,600	
41 4" Blowoff Valve	3	each	\$2,500.00	\$7,500	
42 1" Air Release Valve	1	each	\$1,200.00	\$1,200	
43 2" Air Release Valve	1	each	\$1,550.00	\$1,550	
Striping and Signage					
44 Labor and Materials	1	l.s.	\$5,500.00	\$5,500	\$5,500
Erosion Control					
45 Labor and Materials	1	l.s.	\$200,000.00	\$200,000	\$200,000
Underground Power, Telephone and Cable Improvements					
46 Service Structures Installed	53	e.a.	480	\$25,440	\$481,240
47 Distribution Structures	53	e.a.	\$8,000.00	\$424,000	
48 Distribution Trenching	53	e.a.	\$600.00	\$31,800	
Total					
4.0% Construction Survey					\$3,580,427
10.0% Construction Administration, Management, Testing and Inspection					\$143,217
10.0% Contingency					\$358,043
Grand Total					<u>\$358,043</u>
					\$4,439,729

☐ Schematic Estimate  
 ☐ 50% Estimate  
 ☐ 90% Estimate  
 ☒ Final Estimate  
 ☐ Other

**NOTES:**

1. IT IS RECOGNIZED THAT STANTEC HAS NO CONTROL OVER THE COSTS OF MATERIALS, EQUIPMENT, LABOR, OR THE CONTRACTOR'S METHOD OF DETERMINING BID PRICES. PRICES WILL VARY FROM ANY STATEMENT OF PROBABLE COSTS.
2. THIS OPINION OF PROBABLE COSTS IS BASED UPON GRADING AND IMPROVEMENT PLANS FOR SILVER SPRINGS UNIT 1 AS PREPARED BY STANTEC CONSULTING, INC.
3. THE EARTHWORK AND EXPORT QUANTITIES ARE BASED UPON THE GRADING PLANS AND INCLUDE ROAD UNDERCUT. THE EARTHWORK IS CUT AND THE UNIT PRICE COVERS PLACEMENT. DRY UTILITY TRENCH SPOILS WERE NOT ACCOUNTED FOR. AN EXPANSION/SHRINKAGE FACTOR WAS NOT APPLIED.
4. IT IS ANTICIPATED THAT THE EXPORT WILL BE NEEDED FOR ADJACENT SILVER SPRINGS PROJECTS.

Silver Springs Parkway On-site

Amended Certificate of Partial Completion

I hereby certify that the following improvements in the *Silver Springs Parkway On-site* have been completed, to wit:

	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
General Sitework	\$ 660,920.00	0%	\$ 660,920.00
Surface Improvements	\$ 2,930,027.00	0%	\$ 2,930,027.00
Storm Drainage	\$ 536,471.00	0%	\$ 536,471.00
Sanitary Sewer	\$ 40,337.00	0%	\$ 40,337.00
Water	\$ 466,711.00	0%	\$ 466,711.00
Striping and Signage	\$ 12,586.00	0%	\$ 12,586.00
Erosion Control	\$ 68,386.00	0%	\$ 68,386.00
Underground Power, Telephone and Cable Improvements	\$ 434,000.00	0%	\$ 434,000.00
Miscellaneous	\$ 50,061.00	0%	\$ 50,061.00
Totals	\$ 5,199,499.00		\$ 5,199,499.00

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owners to be FIVE MILLION ONE HUNDRED NINETY NINE THOUSAND FOUR HUNDRED NINEY NINE AND 00/100 dollars (\$5,199,499.00).

The Performance Bond is for the amount of FIVE MILLION ONE HUNDRED NINETY NINE THOUSAND FOUR HUNDRED NINETY NINE AND 00/100 dollars (\$5,199,499.00). (100% of Remaining Amount Total, Column 4).

The Laborers and Materialmens Bond is for the amount of FIVE MILLION ONE HUNDRED NINETY NINE THOUSAND FOUR HUNDRED NINETY NINE AND 00/100 dollars (\$5,199,499.00). (100% of the Total Amount, Column 2).

DATED: 06-04-07

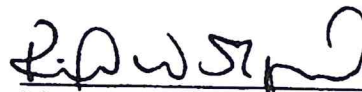




Cariann Oliver, PE  
Stantec  
2590 Venture Oaks Way  
Sacramento, CA 95833

ACCEPTED BY THE COUNTY OF EL DORADO:

DATED: 6/12/07



Richard W. Shepard, PE  
Director of Transportation



Silver Springs Unit 1

Amended Certificate of Partial Completion  
of Subdivision Improvements

I hereby certify that the following improvements in the *Silver Springs Unit 1* Subdivision have been completed, to wit:

	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
General Sitework	\$ 1,410,271.00	0%	\$ 1,410,271.00
Surface Improvements	\$ 1,146,696.00	0%	\$ 1,146,696.00
Storm Drainage	\$ 399,853.00	0%	\$ 399,853.00
Sanitary Sewer	\$ 283,631.00	0%	\$ 283,631.00
Water	\$ 347,721.00	0%	\$ 347,721.00
Striping and Signage	\$ 6,820.00	0%	\$ 6,820.00
Erosion Control	\$ 248,000.00	0%	\$ 248,000.00
Underground Power, Telephone and Cable Improvements	\$ 596,738.00	0%	\$ 596,738.00
Totals	\$ 4,439,729.00		\$ 4,439,729.00


I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owners to be FOUR MILLION FOUR HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED TWENTY NINE AND 00/100 dollars (\$4,439,729.00).

The Performance Bond is for the amount of FOUR MILLION FOUR HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED TWENTY NINE AND 00/100 dollars (\$4,439,729.00). (100% of Remaining Amount Total, Column 4).

The Laborers and Materialmens Bond is for the amount of FOUR MILLION FOUR HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED TWENTY NINE AND 00/100 dollars (\$4,439,729.00). (100% of the Total Amount, Column 2).

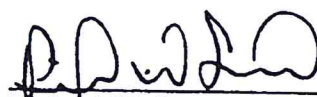
DATED: 06.04.07



  
Cariann Oliver, PE  
Stantec  
2590 Venture Oaks Way  
Sacramento, CA 95833

ACCEPTED BY THE COUNTY OF EL DORADO:

DATED: 6/12/07

  
Richard W. Shepard, PE  
Director of Transportation



Bond No. 070003268

Premium: \$86,753.00

**PERFORMANCE BOND AGREEMENT FORM**

Whereas, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and Silver Springs, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated September 26, 2006, and identified as project The Silver Springs Unit 1 is hereby referred to and made part hereof; and

Whereas, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and Liberty Mutual Insurance Company (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Oblige, in the penal sum of Nine Million Six Hundred Thirty-Nine Thousand Two Hundred Twenty-Eight Dollars (\$9,639,228) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal his or its heirs, executors and administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of El Dorado, its officers, agents

Performance Bond (continued)

and employees, as therein stipulated; then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This guarantee shall insure the County of El Dorado during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.


In witness whereof, this instrument has been duly executed by the Principal and Surety above named on June 6, 2007.

**"Surety"**

Liberty Mutual Insurance Company

**"Principal"**

Silver Springs, LLC

By 

Debbie L. Welsh, Attorney-in-Fact  
Print Name

By   
William C. Scott Jr.  
2999 Oak Road, Suite 400  
Walnut Creek, CA 94597

NOTARIES ATTACHED

PRINCIPAL

STATE OF CALIFORNIA

COUNTY OF Contra Costa

On this 5<sup>th</sup> day of June, 2007, before me a Notary Public, personally appeared William C. Scott, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.

Libeth V. Abad

Notary Public in and for said County and State



SURETY

STATE OF CALIFORNIA

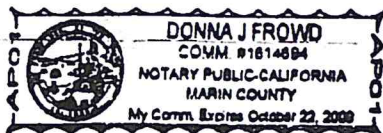
COUNTY OF MARIN

On this 5th day of June, 2007, before me a Notary Public, personally appeared Debbie L. Welsh, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that ~~he~~ (she ~~and they~~) executed it.

WITNESS my hand and official seal.

Donna J. Frowd

Notary Public in and for said County and State  
Donna J. Frowd, Notary Public





1765745

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **MICHAEL B. MCGOWAN, SUSAN J. MCGOWAN, DONNA L. WELSH, DONNA J. FROWD, WILLIAM P. MCGOWAN, DEBBIE L. WELSH, ALL OF THE CITY OF NOVATO, STATE OF CALIFORNIA**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY-FIVE MILLION AND 00/100** DOLLARS (\$ 75,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

**ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, **Garnet W. Elliott**, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 23rd day of June, 2005.

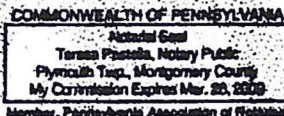
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 23rd day of June, 2005, before me, a Notary Public, personally came **Garnet W. Elliott**, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 5th day of June, 2007.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantee.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



SURETY RIDER

To be attached to and form a part of

Bond No. 070003268

Type of

Bond: Performance Bond Agreement Form and Laborers and Materialsmen Bond Form

dated  
effective June 6, 2007  
(MONTH-DAY-YEAR)

executed by Silver Springs, LLC  
(PRINCIPAL)

,as Principal,

and by Liberty Mutual Insurance Company

,as Surety,

in favor of County of El Dorado  
(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

Surety accepts all obligations retroactively to September 26, 2006, the date of the Final Map and  
Subdivision Improvement Agreement.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider  
is effective September 26, 2006  
(MONTH-DAY-YEAR)

Signed and Sealed June 6, 2007  
(MONTH-DAY-YEAR)

  
(PRINCIPAL)

By: Silver Springs, LLC  
(PRINCIPAL)

Liberty Mutual Insurance Company  
(SURETY)

By:   
(ATTORNEY-IN-FACT)  
Debbie L. Welsh

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

ss.

On June 5, 2007

Date

before me,

Lilibeth V. Abad, Notary Public

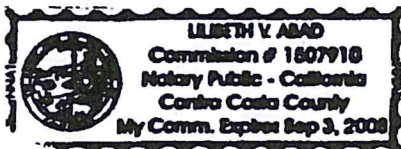
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

William C. Scott, Jr.

Name(s) of Signer(s)

☒ personally known to me



☐ 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Lilibeth V. Abad

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document:

Security Rider

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer(s)

Signer's Name:

- ☐ Individual  
☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other:

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing:

Signer's Name:

- ☐ Individual  
☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other:

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing:



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CALIFORNIA )

County of MARIN )

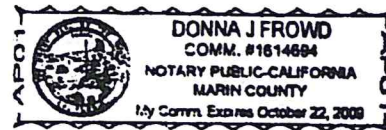
On June 5, 2007 before me, DONNA J. FROWD, NOTARY PUBLIC  
(here insert name and title of the officer)

personally appeared DEBBIE L. WELSH

personally known to me (or 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.

WITNESS my hand and official seal.

Donna J. Frowd  
Signature of Notary Public



(Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages        Document Date       

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Bond No. 070003258  
Premium Included in Performance Bond

**LABORERS AND MATERIALMENS BOND FORM**

Whereas, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and Silver Springs, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated September 26, 2006, and identified as project The Silver Springs Unit 1 is hereby referred to and made part hereof; and

Whereas, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of El Dorado to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, we, the Principal and Liberty Mutual Insurance Company (hereinafter designated "Surety"), are held firmly bound unto the County of El Dorado and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **Nine Million Six Hundred Thirty-Nine Thousand Two Hundred Twenty-Eight Dollars (\$9,639,228)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.



Laborers and Materialmens Bond (continued)

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner effect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on June 5, 20 07.

**"Surety"**

Liberty Mutual Insurance Company

**"Principal"**

Silver Springs, LLC

By



Debbie L. Welsh, Attorney-in-Fact

Print Name

By



William C. Scott, Jr., Member  
2999 Oak Road, Suite 400  
Walnut Creek, CA 94597

**NOTARIES ATTACHED**



PRINCIPAL

STATE OF CALIFORNIA

COUNTY OF Contra Costa

On this 5<sup>th</sup> day of June, 2007, before me a Notary Public, personally appeared William C. Scott, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.

Lilibeth V. Abad

Notary Public in and for said County and State



SURETY

STATE OF CALIFORNIA

COUNTY OF MARIN

On this 5th day of June 5, 2007, before me a Notary Public, personally appeared Debbie L. Welsh, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name is subscribed to this instrument, and acknowledged that ~~she~~ (~~she~~ ~~or they~~) executed it.

WITNESS my hand and official seal.

Donna J. Frowd

Notary Public in and for said County and State  
Donna J. Frowd, Notary Public





1765746

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **MICHAEL B. MCGOWAN, SUSAN J. MCGOWAN, DONNA L. WELSH, DONNA J. FROWD, WILLIAM P. MCGOWAN, DEBBIE L. WELSH, ALL OF THE CITY OF NOVATO, STATE OF CALIFORNIA**.....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY-FIVE MILLION AND 00/100**..... DOLLARS (\$ **75,000,000.00**.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 23rd day of June, 2005.

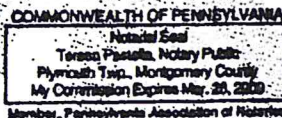
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 23rd day of June, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 5th day of June, 2007.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



ORIGINAL

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

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 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 40, Walnut Creek, CA 94597 (hereinafter referred to as "Owner"); concerning THE SILVER SPRINGS UNIT 1 (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 26<sup>th</sup> day of Sept., 2006.

**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 El Dorado County Assessor's Parcel No. 115-370-004. 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, 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 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 and Plans for the Improvement of Silver Springs Parkway Realignment Onsite Phase 2* which were approved by the County Engineer, Department of Transportation, on May 9, 2006. Attached hereto are Schedule A, marked "General Sitework Improvements," Schedule B, marked "Surface Improvements," Schedule C, marked "Storm Drainage Improvements," Schedule D, marked "Sanitary Sewer Improvements," Schedule E, marked "Water Improvements," Schedule F, marked "Striping and Signage Improvements," Schedule G, marked "Erosion Control Improvements," Schedule H, marked "Underground Power, Telephone and Cable Improvements," Schedule A1, marked "General Sitework Improvements," Schedule B1, marked "Surface Improvements," Schedule C1, marked "Storm Drainage Improvements," Schedule D1, marked "Sanitary Sewer Improvements," Schedule E1, marked "Water Improvements," Schedule F1, marked "Striping and Signage



Improvements," Schedule G1, marked "Erosion Control Improvements," Schedule H1, marked "Underground Power, Telephone and Cable Improvements," and Schedule I1 marked "Miscellaneous Improvements" all of which are incorporated herein and made by reference a part hereof. The Schedules 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 16.16.050 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 as provided in Section 16.16.060 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 harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys 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, 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 and employees, 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 concurrently with this Agreement for intersection improvements on Green Valley Road at the intersections of Silver Springs Parkway (a roadway to be constructed in accordance with this Agreement) and Deer Valley Road 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 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 16.16.050 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's Director of Transportation 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 16.16.040 of the Code.

16. Release the security posted in accordance with Sections 16.16.040 and 16.16.052 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's Director of Transportation 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's Director of Transportation 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 Nine Million Six Hundred Thirty-Nine Thousand Two Hundred and Twenty-Eight dollars (\$9,639,228.00).

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 Marshall, 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  
Attn.: Chuck S. Pazzi,  
Supervising Civil Engineer

County Of El Dorado  
Department Of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
Attn.: Tim C. Prudhel,  
Contract Services Officer

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, CA 94597

or to such other location as Owner directs.

28. The County officer or employee with responsibility for administering this Agreement is Chuck S. Pazzi, Supervising Civil Engineer, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

[Signatures on following pages]

--COUNTY OF EL DORADO--

By: James R. Greeny  
**JAMES R. GREENY, Chairman**  
Board of Supervisors  
"County"

Dated: 9/26/06

Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy Clerk

Dated: 9/26/06

-- SILVER SPRINGS, LLC, --  
a California limited liability company

By: Sorrento, Inc., a California corporation  
Its Managing Member

By: [Signature]  
Its Chief Financial Officer  
"Owner"

Dated: 9-1-06

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

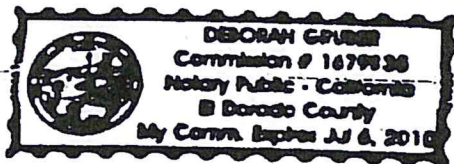
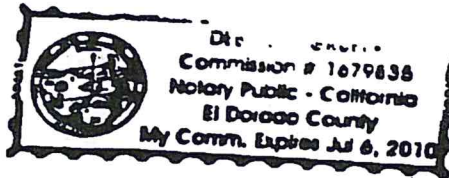
County of

El Dorado

ss.

On August 1 2006 before me, DEBORAH GRUBER  
Date Name and Title of Officer (i.e., "Notary Public")  
 personally appeared William Charles Scott Jr.  
Name(s) of Signer(s)

☐ personally known to me  
☒ 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.

WITNESS my hand and official seal.

Deborah Gruber  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

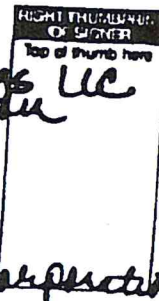
Title or Type of Document: Agreement to Make Subdivision Improvements  
FOR CLASS 1 SUBDIVISION  
 Document Date: date left blank to be Number of Pages: 6 + Schedule A +  
Completed BOS meeting Schedule A1 + L1  
 Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: William C Scott Jr.

- ☐ Individual  
☒ Corporate Officer — Title(s): CFO for Silver Springs LLC  
☐ Partner — ☐ Limited ☐ General managing member  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: Sorrento Inc, a California Corporation







**Silver Springs LLC  
Silver Springs Unit 1 (53 Lots)  
County of El Dorado  
Schedule A**

**Opinion of Probable Costs  
General Sitework Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Earthworks</b>					<b>\$1,137,315.00</b>
1 Mobilization/Demobilization	1	l.s.	\$15,000.00	\$15,000.00	
2 Clearing and Grubbing	1	l.s.	\$20,000.00	\$20,000.00	
3 Earthwork	75,000	yd <sup>3</sup>	\$10.00	\$750,000.00	
4 Export	26,000	yd <sup>3</sup>	\$12.00	\$312,000.00	
5 Existing Trees to be Removed	6	each	\$500.00	\$3,000.00	
6 4' Keystone Retaining Wall	45	l.f.	\$50.00	\$2,250.00	
7 5' Keystone Retaining Wall	95	l.f.	\$55.00	\$5,225.00	
8 0'-6' Keystone Retaining Wall	82	l.f.	\$50.00	\$4,100.00	
9 6' Keystone Retaining Wall	396	l.f.	\$65.00	\$25,740.00	
<b>Total</b>					<b>\$1,137,315</b>
<b>4.0% Construction Survey</b>				\$	<b>45,493</b>
<b>10.0% Construction Administration, Management, Testing and Inspection</b>				\$	<b>113,732</b>
<b>10.0% Contingency</b>				\$	<b>113,732</b>
<b>Grand Total</b>					<b>\$1,410,271</b>



**Stantec**

**Silver Springs LLC  
Silver Springs Unit 1 (53 Lots)  
County of El Dorado  
Schedule B**

**Opinion of Probable Costs  
Surface Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
Street					<b>\$924,755</b>
1 3"-Type 'A' A.C.	2,892	ton	\$90.00	\$260,280	
2 11" Class 2 A.B.	4,488	yd <sup>3</sup>	\$81.00	\$363,528	
3 4" PCC Sidewalk on 4" min. A.B.	26,773	ft <sup>2</sup>	\$5.00	\$133,865	
4 Sidewalk Ramp	15	each	\$1,500.00	\$22,500	
5 Type 1 Curb & Gutter	5,986	l.f.	\$22.00	\$131,692	
6 Type 2 Curb & Gutter	430	l.f.	\$23.00	\$9,890	
7 Curb & Gutter Transition	120	l.f.	\$25.00	\$3,000	
<b>Total</b>					<b>\$924,755</b>
<b>4.0% Construction Survey</b>					<b>\$ 36,990</b>
<b>10.0% Construction Administration, Management, Testing and Inspection</b>					<b>\$ 92,476</b>
<b>10.0% Contingency</b>					<b>\$ 92,476</b>
<b>Grand Total</b>					<b>\$1,146,696</b>



**Stantec**

**Silver Springs LLC  
Silver Springs Unit 1 (53 Lots)  
County of El Dorado  
Schedule C**

**Opinion of Probable Costs  
Storm Drainage Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Drainage</b>					<b>\$322,462.00</b>
1 12" HDPE Pipe	61	l.f.	\$42.00	\$2,562.00	
2 18" HDPE Drain	2336	l.f.	<del>\$55.00</del>	<del>\$128,480.00</del>	
3 24" HDPE Drain	244	l.f.	\$65.00	\$15,860.00	
4 48" Drain M.H.	9	each	\$4,000.00	\$36,000.00	
5 Type 'SR 4A' D.I.	18	each	\$3,500.00	\$63,000.00	
6 Grated Inlet per STD. Plan 115A	9	each	\$1,800.00	\$16,200.00	
7 Drainage Ditch	3,536	l.f.	\$10.00	\$35,360.00	
8 Erosion Control Pipe Discharge	5	each	\$5,000.00	\$25,000.00	
<b>Total</b>					<b>\$322,462</b>
<b>4.0% Construction Survey</b>					<b>\$ 12,898</b>
<b>10.0% Construction Administration, Management, Testing and Inspection</b>					<b>\$ 32,246</b>
<b>10.0% Contingency</b>					<b>\$ 32,246</b>
<b>Grand Total</b>					<b>\$399,853</b>





**Stantec**

**Silver Springs LLC  
Silver Springs Unit 1 (53 Lots)  
County of El Dorado  
Schedule D**

**Opinion of Probable Costs  
Sanitary Sewer Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Sewer</b>					<b>\$228,735.00</b>
1 6" PVC SDR-35 Sewer	2,433	l.f.	\$45.00	\$109,485.00	
2 8" PVC SDR-35 Sewer	142	l.f.	\$50.00	\$7,100.00	
3 48" Sewer Manhole	9	each	\$4,500.00	\$40,500.00	
4 48" Lined Sewer Manhole	4	each	\$4,500.00	\$18,000.00	
5 60" Lined Sewer Manhole	1	each	\$5,000.00	\$5,000.00	
6 Existing M.H. to be Adjusted	3	each	\$1,200.00	\$3,600.00	
7 Sewer Services	53	each	\$850.00	\$45,050.00	
<b>Total</b>					<b>\$228,735</b>
4.0% Construction Survey					\$ 9,149
10.0% Construction Administration, Management, Testing and Inspection					\$ 22,874
10.0% Contingency					\$ 22,874
<b>Grand Total</b>					<b>\$283,631</b>



**Silver Springs LLC  
Silver Springs Unit 1 (53 Lots)  
County of El Dorado  
Schedule E**

**Opinion of Probable Costs  
Water Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Water</b>					<b>\$280,420.00</b>
1 4" PVC C-900	375	l.f.	\$35.00	\$13,125.00	
2 8" PVC C-900	1,317	l.f.	\$45.00	\$59,265.00	
3 10" PVC C-900	1,756	l.f.	\$55.00	\$96,580.00	
4 3/4" Service Meter & RP Backflow	53	e.a.	\$1,000.00	\$53,000.00	
5 Fire Hydrant w/ assembly	10	e.a.	\$2,200.00	\$22,000.00	
6 4" Gate Valve	2	e.a.	\$1,000.00	\$2,000.00	
7 8" Gate Valve	6	e.a.	\$1,500.00	\$9,000.00	
8 10" Gate Valve	7	e.a.	\$1,800.00	\$12,600.00	
9 2" Blowoff Valve	2	e.a.	\$1,300.00	\$2,600.00	
10 4" Blowoff Valve	3	e.a.	\$2,500.00	\$7,500.00	
11 1" Air Release Valve	1	e.a.	\$1,200.00	\$1,200.00	
12 2" Air Release Valve	1	e.a.	\$1,550.00	\$1,550.00	
<b>Total</b>					<b>\$280,420</b>
<b>4.0% Construction Survey</b>					<b>\$ 11,217</b>
<b>10.0% Construction Administration, Management, Testing and Inspection</b>					<b>\$ 28,042</b>
<b>10.0% Contingency</b>					<b>\$ 28,042</b>
<b>Grand Total</b>					<b>\$347,721</b>



**Stantec**

**Silver Springs LLC**  
**Silver Springs Unit 1 (53 Lots)**  
**County of El Dorado**  
**Schedule F**

**Opinion of Probable Costs**  
**Striping and Signage Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Striping and Signage</b>					<b>\$5,500.00</b>
1 Labor and Materials	1	l.s.	\$5,500.00	\$5,500.00	
<b>Total</b>					<b>\$5,500</b>
<b>4.0% Construction Survey</b>					<b>\$ 220</b>
<b>10.0% Construction Administration, Management, Testing and Inspection</b>					<b>\$ 560</b>
<b>10.0% Contingency</b>					<b>\$ 560</b>
<b>Grand Total</b>					<b>\$6,820</b>





**Stantec**

**Silver Springs LLC  
Silver Springs Unit 1 (53 Lots)  
County of El Dorado  
Schedule G**

**Opinion of Probable Costs  
Erosion Control Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
Erosion Control					\$200,000.00
1 Labor and Materials	1	l.s.	\$200,000.00	\$200,000.00	
<b>Total</b>					<b>\$200,000</b>
4.0% Construction Survey				\$	8,000
10.0% Construction Administration, Management, Testing and Inspection				\$	20,000
10.0% Contingency				\$	20,000
<b>Grand Total</b>					<b>\$248,000</b>



**Stantec**

**~~Silver Springs LLC~~  
Silver Springs Unit 1 (53 Lots)  
County of El Dorado  
Schedule H**

**Opinion of Probable Costs  
Underground Power, Telephone and Cable Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Underground Power, Telephone and Cable Improvements</b>					<b>\$481,240.00</b>
1 Service Structures Installed	53	e.a.	\$480.00	\$25,440.00	
2 Distribution Structures	53	e.a.	\$8,000.00	\$424,000.00	
3 Distribution Trenching	53	e.a.	\$600.00	\$31,800.00	
<b>Total</b>					<b>\$481,240</b>
<b>4.0% Construction Survey</b>					<b>\$ 10,260</b>
<b>10.0% Construction Administration, Management, Testing and Inspection</b>					<b>\$ 48,124</b>
<b>10.0% Contingency</b>					<b>\$ 48,124</b>
<b>Grand Total</b>					<b>\$596,738</b>

**Certificate of Partial Completion of Subdivision Improvements**

I hereby certify that the following improvements in the *Silver Springs Unit 1* Subdivision have been completed, to wit:

	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
General Sitework	\$ 1,410,271.00	0%	\$ 1,410,271.00
Surface Improvements	\$ 1,146,696.00	0%	\$ 1,146,696.00
Storm Drainage	\$ 399,853.00	0%	\$ 399,853.00
Sanitary Sewer	\$ 283,631.00	0%	\$ 283,631.00
Water	\$ 347,721.00	0%	\$ 347,721.00
Striping and Signage	\$ 6,820.00	0%	\$ 6,820.00
Erosion Control	\$ 248,000.00	0%	\$ 248,000.00
Underground Power, Telephone and Cable Improvements	\$ 596,738.00	0%	\$ 596,738.00
<b>Totals</b>	<b>\$ 4,439,729.00</b>		<b>\$ 4,439,729.00</b>


I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owners to be **FOUR MILLION FOUR HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED TWENTY NINE AND 00/100 dollars (\$4,439,729.00).**

The Performance Bond is for the amount of **FOUR MILLION FOUR HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED TWENTY NINE AND 00/100 dollars (\$4,439,729.00).** (100% of Remaining Amount Total, Column 4).

The Laborers and Materialmens Bond is for the amount of **TWO MILLION TWO HUNDRED NINETEEN THOUSAND EIGHT HUNDRED SIXTY FIVE AND 00/100 dollars (\$2,219,864.50).** (50% of the Total Amount, Column 2).


DATED: 08-01-06



  
Carlann Oliver, PE  
Stantec  
2590 Venture Oaks Way  
Sacramento, CA 95833

ACCEPTED BY THE COUNTY OF EL DORADO:

DATED: 8-11-06

  
Richard W. Shepard, PE  
Director of Transportation



**Silver Springs LLC**  
**Silver Springs Parkway Realignment On-Site Phase 2**  
**County of El Dorado**  
**Schedule A1**

**Opinion of Probable Costs**  
**General Stewwork Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Earthworks</b>					<b>\$533,000.00</b>
1 Mobilization/Demobilization	1	l.s.	\$20,000.00	20,000.00	
2 Clearing and Grubbing	1	l.s.	\$20,000.00	20,000.00	
3 Earthwork	18,300	yd <sup>3</sup>	\$10.00	183,000.00	
4 Import	16,000	yd <sup>3</sup>	\$15.00	240,000.00	
5 Rock Lined Ditch	3,300	l.f.	\$15.00	49,500.00	
6 Remove & Dispose Existing Trees	41	e.a.	\$500.00	20,500.00	
<b>Total</b>					<b>\$533,000</b>
<b>4.0% Construction Survey</b>					<b>\$ 21,320</b>
<b>10.0% Construction Administration, Management, Testing and Inspection</b>					<b>\$ 53,300</b>
<b>10.0% Contingency</b>					<b>\$ 53,300</b>
<b>Grand Total</b>					<b>\$660,920</b>

**Silver Springs LLC**  
**Silver Springs Parkway Realignment On-Site Phase 2**  
**County of El Dorado**  
**Schedule B1**

**Opinion of Probable Costs**  
**Surface Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Street</b>					<b>\$2,362,925.00</b>
1 Asphalt Concrete (Type A)	6,227	ton	\$90.00	560,430.00	
2 Class 2 Aggregate Base	10,530	yd <sup>3</sup>	\$81.00	852,830.00	
3 Minor Concrete (Type 2 Curb & Gutter)	8,582	l.f.	\$30.00	257,760.00	
4 Minor Concrete (Type A1-150)	3,086	l.f.	\$20.00	61,720.00	
5 Minor Concrete (Median Curb)	4,763	l.f.	\$25.00	119,075.00	
6 Minor Concrete (4" Thick Sidewalk)	831	yd <sup>3</sup>	\$450.00	373,950.00	
7 Minor Concrete (4" Thick Bus Shelter Pad)	7	yd <sup>3</sup>	\$450.00	3,150.00	
8 Minor Concrete (4" Thick Median Stamped Concrete)	92	yd <sup>3</sup>	\$450.00	41,400.00	
9 Minor Concrete (8" Thick Bus Bay)	97	yd <sup>3</sup>	\$450.00	43,650.00	
10 Minor Concrete (10" Thick Cross-Gutter)	15	yd <sup>3</sup>	\$450.00	6,750.00	
11 2"x6" RWD Headerboard	550	l.f.	\$5.00	2,750.00	
12 Type 3 Street Barricade	554	l.f.	\$35.00	19,390.00	
13 Type 3 Portable Barricade	60	l.f.	\$35.00	2,100.00	
14 Remove & Dispose Existing Barricade	1	e.s.	\$200.00	200.00	
15 6' Headwall Metal Fence	560	l.f.	\$30.00	16,800.00	
16 42" Sidewalk Metal Fence	58	l.f.	\$15.00	870.00	
<b>Total</b>					<b>\$2,362,925</b>
4.0% Construction Survey				\$	94,517
10.0% Construction Administration, Management, Testing and Inspection				\$	236,293
10.0% Contingency				\$	236,293
<b>Grand Total</b>					<b>\$2,930,027</b>

**Silver Springs LLC**  
**Silver Springs Parkway Realignment On-Site Phase 2**  
**County of El Dorado**  
**Schedule C1**

**Opinion of Probable Costs**  
**Storm Drainage Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Drainage</b>					<b>\$432,638.00</b>
1 Standard 48" Storm Drain MH	9	e.s.	\$4,000.00	\$36,000.00	
2 Adjust 48" SDMH to Grade	4	e.s.	\$1,200.00	\$4,800.00	
3 Adjust 72" SDMH to Grade	3	e.s.	\$1,200.00	\$3,600.00	
4 Adjust Type B Saddle MH to Grade	2	e.s.	\$1,200.00	\$2,400.00	
5 12" Storm Drain HDPE	1,024	l.f.	\$42.00	\$43,008.00	
6 15" Storm Drain HDPE	70	l.f.	\$44.00	\$3,080.00	
7 18" Storm Drain HDPE	1,361	l.f.	\$55.00	\$74,855.00	
8 24" Storm Drain HDPE	66	l.f.	\$65.00	\$4,290.00	
9 15" Flared End Section w/ Inlet Protection	1	e.s.	\$1,600.00	\$1,600.00	
10 15" Flared End Section w/ Outlet Protection	1	e.s.	\$1,600.00	\$1,600.00	
11 Catch Basin Double Caltrans Type GO	10	e.s.	\$4,500.00	\$45,000.00	
12 Catch Basin Double Caltrans Type GO (Ph. 2)	6	e.s.	\$1,000.00	\$6,000.00	
13 Type 4 AC Curb Inlet w/ Pelican Gallery	1	e.s.	\$3,500.00	\$3,500.00	
14 Type 4 AC Curb Inlet w/ Pelican Gallery (Ph. 2)	1	e.s.	\$1,000.00	\$1,000.00	
15 Median Inlet 18"x18"	11	e.s.	\$1,000.00	\$11,000.00	
16 El Dorado County Standard Grated Inlet	4	e.s.	\$1,800.00	\$7,200.00	
17 Tie-in to Existing/Remove Plug	5	e.s.	\$3,200.00	\$16,000.00	
18 1"x18" HDPE Subdrain, including fittings	4,763	l.f.	\$35.00	\$166,705.00	
19 Plug and Mark	2	e.s.	\$500.00	\$1,000.00	
<b>Total</b>					<b>\$432,638</b>
4.0% Construction Survey				\$	17,306
10.0% Construction Administration, Management, Testing and Inspection				\$	43,264
10.0% Contingency				\$	43,264
<b>Grand Total</b>					<b>\$536,471</b>



**Silver Springs LLC**  
**Silver Springs Parkway Realignment On-Site Phase 2**  
**County of El Dorado**  
**Schedule D1**

**Opinion of Probable Costs**  
**Sanitary Sewer Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Sewer</b>					<b>\$32,530.00</b>
1 8" Sanitary Sewer PVC- SDR 35	251	I.F.	\$50.00	\$12,550.00	
2 4" Force Main PVC-C900, CL 150	82	I.F.	\$40.00	\$3,280.00	
3 Adjust Existing 48" MH to Grade	4	e.s.	\$1,200.00	\$4,800.00	
4 Relocated & Adjust Ext. 2" Sanitary Sewer Blowoff to Grade	1	e.s.	\$1,000.00	\$1,000.00	
5 Relocated & Adjust Ext. 2" Sanitary Sewer ARV to Grade	1	e.s.	\$1,200.00	\$1,200.00	
6 Tie-in to existing 8" Sanitary Sewer Stub	2	e.s.	\$2,500.00	\$5,000.00	
7 Install Sanitary Sewer CGTG	4	e.s.	\$850.00	\$3,400.00	
8 2" Force Main Blowoff Valve	1	e.s.	\$1,300.00	\$1,300.00	
<b>Total</b>					<b>\$32,530</b>
<b>4.0% Construction Survey</b>				\$	<b>1,301</b>
<b>10.0% Construction Administration, Management, Testing and Inspection</b>				\$	<b>3,253</b>
<b>10.0% Contingency</b>				\$	<b>3,253</b>
<b>Grand Total</b>					<b>\$40,337</b>

**Silver Springs LLC**  
**Silver Springs Parkway Realignment On-Site Phase 2**  
**County of El Dorado**  
**Schedule E1**

**Opinion of Probable Costs**  
**Water Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Water</b>					<b>\$376,380.00</b>
1 10" Water Main (including fittings) PVC, C-901	546	I.F.	\$55.00	\$30,030.00	
2 12" Water Main (including fittings) PVC, C-902	4,430	I.F.	\$60.00	\$265,800.00	
3 10" Gate Valve	6	e.s.	\$1,800.00	\$10,800.00	
4 12" Gate Valve	14	e.s.	\$2,000.00	\$28,000.00	
5 2" Blowoff Valve	7	e.s.	\$1,300.00	\$9,100.00	
6 4" Blowoff Valve	3	e.s.	\$2,500.00	\$7,500.00	
7 1" Air Release Valve	3	e.s.	\$1,200.00	\$3,600.00	
8 2" Air Release Valve	1	e.s.	\$1,550.00	\$1,550.00	
9 Fire Hydrant w/ Tees, Valves & Lateral & Blue Pavement Marker	6	e.s.	\$2,200.00	\$11,000.00	
10 2" Water Service w/ one Meter Box	4	e.s.	\$1,000.00	\$4,000.00	
11 Adjust Existing valve Box to Grade	6	e.s.	\$1,000.00	\$5,000.00	
<b>Total</b>					<b>\$376,380</b>
4.0% Construction Survey					\$ 15,055
10.0% Construction Administration, Management, Testing and Inspection					\$ 37,638
10.0% Contingency					\$ 37,638
<b>Grand Total</b>					<b>\$466,711</b>

**Silver Springs LLC**  
**Silver Springs Parkway Realignment On-Site Phase 2**  
**County of El Dorado**  
**Schedule F1**

**Opinion of Probable Costs**  
**Striping and Signage Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Striping and Signage</b>					<b>\$10,150.00</b>
1 Thermoplastic Pavement Marking	1,734	s.f.	\$1.50	\$2,601.00	
2 Paint Traffic Stripe	9,142	l.f.	\$0.13	\$1,188.50	
3 K-1 Marker	8	e.s.	\$45.00	\$360.00	
4 Roadside Sign w/ Post	40	e.s.	\$150.00	\$6,000.00	
<b>Total</b>					<b>\$10,150</b>
<b>4.0% Construction Survey</b>				\$	<b>406</b>
<b>10.0% Construction Administration, Management, Testing and Inspection</b>				\$	<b>1,015</b>
<b>10.0% Contingency</b>				\$	<b>1,015</b>
<b>Grand Total</b>					<b>\$12,586</b>



**Silver Springs LLC**  
**Silver Springs Parkway Realignment On-Site Phase 2**  
**County of El Dorado**  
**Schedule G1**

**Opinion of Probable Costs**  
**Erosion Control Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Erosion Control</b>					<b>\$55,150.00</b>
<del>1 Fiber Rolls</del>	9,000	l.f.	\$3.50	\$31,500.00	
2 Hydroseeding	1	l.s.	\$10,000.00	\$10,000.00	
3 Tree Protection Fencing	3000	l.f.	\$2.50	\$7,500.00	
4 Turf Reinforcement Matting	2550	s.f.	\$1.00	\$2,550.00	
5 Stabilized Construction Entrance	1	l.s.	\$3,600.00	\$3,600.00	
<b>Total</b>					<b>\$55,150</b>
4.0% Construction Survey				\$	<b>2,206</b>
10.0% Construction Administration, Management, Testing and Inspection				\$	<b>5,515</b>
10.0% Contingency				\$	<b>5,515</b>
<b>Grand Total</b>					<b>\$68,386</b>

**Silver Springs LLC**  
**Silver Springs Parkway Realignment On-Site Phase 2**  
**County of El Dorado**  
**Schedule H1**

**Opinion of Probable Costs**  
**Underground Power, Telephone and Cable Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Underground Power, Telephone and Cable Improvements</b>					<b>\$350,000.00</b>
1 Distribution Structures	5,000	l.f.	\$50.00	\$250,000.00	
2 Distribution Trenching	5,000	l.f.	\$20.00	\$100,000.00	
<b>Total</b>					<b>\$350,000</b>
<b>4.0% Construction Survey</b>					<b>\$ 14,000</b>
<b>10.0% Construction Administration, Management, Testing and Inspection</b>					<b>\$ 35,000</b>
<b>10.0% Contingency</b>					<b>\$ 35,000</b>
<b>Grand Total</b>					<b>\$434,000</b>

**Silver Springs LLC**  
**Silver Springs Parkway Realignment On-Site Phase 2**  
**County of El Dorado**  
**Schedule 11**

**Opinion of Probable Costs**  
**Miscellaneous Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
<b>Miscellaneous Improvements</b>					
1 8" PVC Irrigation Sleeve, Schedule 80	606	l.f.	\$16.00	\$9,696.00	\$40,372.00
2 4" PVC Irrigation Sleeve, Schedule 80	606	l.f.	\$16.00	\$9,696.00	
3 3" PVC Irrigation Sleeve, Schedule 80	646	l.f.	\$12.00	\$7,752.00	
4 3" Conduits (Future Traffic Signals)	668	l.f.	\$12.00	\$8,016.00	
5 No. 6 Pull Box (Future Traffic Signals)	5	e.a.	\$800.00	\$4,000.00	
<b>Total</b>					<b>\$40,372</b>
<b>4.0% Construction Survey</b>					<b>\$ 1,615</b>
<b>10.0% Construction Administration, Management, Testing and Inspection</b>					<b>\$ 4,037</b>
<b>10.0% Contingency</b>					<b>\$ 4,037</b>
<b>Grand Total</b>					<b>\$50,061</b>



**Certificate of Partial Completion of Subdivision Improvements**

I hereby certify that the following improvements in the *Silver Springs Parkway On-Site* have been completed, to wit:

	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
General Sitework	\$ 660,920.00	0%	\$ 660,920.00
Surface Improvements	\$ 2,930,027.00	0%	\$ 2,930,027.00
Storm Drainage	\$ 536,471.00	0%	\$ 536,471.00
Sanitary Sewer	\$ 40,337.00	0%	\$ 40,337.00
Water	\$ 466,711.00	0%	\$ 466,711.00
Striping and Signage	\$ 12,586.00	0%	\$ 12,586.00
Erosion Control	\$ 68,386.00	0%	\$ 68,386.00
Underground Power, Telephone and Cable Improvements	\$ 434,000.00	0%	\$ 434,000.00
Miscellaneous	\$ 50,061.00	0%	\$ 50,061.00
<b>Totals</b>	<b>\$ 5,199,499.00</b>		<b>\$ 5,199,499.00</b>

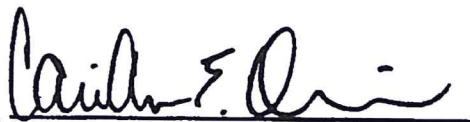
I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owners to be **FIVE MILLION ONE HUNDRED NINETY NINE THOUSAND FOUR HUNDRED NINETY NINE AND 00/100 Dollars (\$5,199,499.00).**

The Performance Bond is for the amount of **FIVE MILLION ONE HUNDRED NINETY NINE THOUSAND FOUR HUNDRED NINETY NINE AND 00/100 Dollars (\$5,199,499.00).** (100% of Remaining Amount Total, Column 4).

The Laborers and Materialmens Bond is for the amount of **TWO MILLION FIVE HUNDRED NINEY NINE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (\$2,599,750.00).** (50% of the Total Amount, Column 2).

DATED: 08-01-04





**Carlann Oliver, PE**  
Stantec  
2590 Venture Oaks Way  
Sacramento, CA 95833

ACCEPTED BY THE COUNTY OF EL DORADO:

DATED: 8-11-04



**Richard W. Shepard, PE**  
Director of Transportation

(100% of Completion Cost for Combined Units)

Bond No.	<u>2170835</u>
Premium	<u>\$84,828.00</u>

**PERFORMANCE BOND AGREEMENT FORM**

Whereas, the Board of Supervisors of the County of El Dorado, the State of California, and Silver Springs, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated August 1, 2006, and identified as project The Silver Springs Unit 1 is hereby referred to and made part hereof; and

Whereas, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and Insurance Company of the West (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Oblige, in the penal sum of Nine Million Six Hundred Thirty-nine Thousand Two Hundred Twenty-eight Dollars and 00 Cents (\$9,639,228.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal his or its heirs, executors and administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of El Dorado, its officers, agents

*Richard D. ... in Board Action*

Performance Bond (continued)

and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work performed thereunder or the specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named on August 1, 2005.

**"Surety"**

Insurance Company of the West

By Michael B. McGowan

Michael B. McGowan, Attorney-in-fact

Print Name

**"Principal"**

Insert Company Name Silver Springs, LLC

By Wendy C. Scott, Jr.  
Name & Title Wendy C. Scott, Jr.  
Street Address 2999 Oak Road, Suite 400  
City, State Zip Walnut Creek, CA 94597

NOTARIES ATTACHED



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CALIFORNIA )

County of MARIN )

On August 1, 2006 before me, DONNA J. FROWD, NOTARY PUBLIC  
(here insert name and title of the officer)

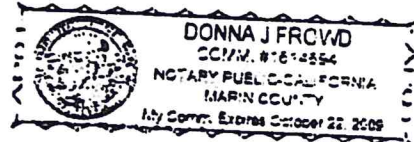
personally appeared MICHAEL B. MCGOWAN

personally known to me (or 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.

WITNESS my hand and official seal.

Donna J. Frowd

Signature of Notary Public



(Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages        Document Date       

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document as long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

100%  
150% of Completion Cost for Combined Units)

Bond No. 2170835

Premium Included on Performance Bond

**LABORERS AND MATERIALMENS BOND FORM**

Whereas, the Board of Supervisors of the County of El Dorado, the State of California, and Silver Springs, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated August 1, 2006, and identified as project The Silver Springs Unit 1 is hereby referred to and made part hereof: and

Whereas, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of El Dorado to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, we, the Principal and Insurance Company of the West (hereinafter designated "Surety"), are held firmly bound unto the County of El Dorado and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of Nine Million Six Hundred Thirty-nine Thousand Two Hundred Twenty-eight Dollars and 00 Cents (\$ 9,639,228.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

*Released Labor Bond 2170835 in Bond Action 7.7.07*



Laborers and Materialmens Bond (continued)

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

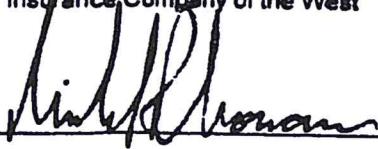
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner effect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on August 1, 20 06.

**"Surety"**

Insurance Company of the West

By



Michael B. McGowan, Attorney-in-fact  
Print Name

**"Principal"**

Silver Springs, LLC

By



Name, Title WILLIAM C. SCOTT, JR. *WCS*  
Street Address 2999 Oak Road, Suite 400  
City, State, Zip Walnut Creek, CA 94597

**NOTARIES ATTACHED**



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CALIFORNIA )

County of MARIN )

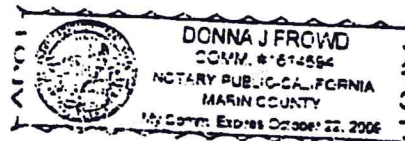
On August 1, 2006 before me, DONNA J. FROWD, NOTARY PUBLIC  
(here insert name and title of the officer)

personally appeared MICHAEL B. MCGOWAN

personally known to me (or 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.

WITNESS my hand and official seal.

Donna J. Frowd  
Signature of Notary Public



(Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
  - ❖ Indicate title or type of attached document, number of pages and date
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document



**ICW GROUP**  
**Power of Attorney**  
**Insurance Company of the West**  
**Explorer Insurance Company**      **Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

**SUSAN J. MCGOWAN, MICHAEL B. MCGOWAN, DONNA L. WELSH, MICHELLE L. SWEENEY**  
**DONNA J. FROWD, WILLIAM P. MCGOWAN, DEBBIE L. WELSH, SHANNON E. SIMPSON**

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 1st day of November, 2005.



*Jeffrey D. Sweeney*

Jeffrey D. Sweeney, Assistant Secretary

**INSURANCE COMPANY OF THE WEST**  
**EXPLORER INSURANCE COMPANY**  
**INDEPENDENCE CASUALTY AND SURETY**  
**COMPANY**

*John L. Hannum*

John L. Hannum, Executive Vice President

State of California } ss.  
 County of San Diego

On November 1, 2005, before me, Francis Fafaul, Notary Public, personally appeared John L. Hannum and Jeffrey D. Sweeney, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



*Francis Fafaul*

Francis Fafaul, Notary Public

#### RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

#### CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 1st day of August, 2006

*Jeffrey D. Sweeney*

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

**SORRENTO, INC.  
ACTION BY UNANIMOUS CONSENT IN THE WRITING  
OF THE BOARD OF DIRECTORS**

The undersigned, constituting the entire Board of Directors of Sorrento, Inc., a California corporation, pursuant to section 307(b) of the California Corporations Code, and Article III, Section 13, of the bylaws of this corporation, do hereby unanimously consent and adopt, without the formality of convening a meeting, the following resolution:

**RESOLVED**

That this corporation is hereby authorizing Silver Springs, LLC, a California limited liability company, to enter into the Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Silver Springs, LLC ("SIA") with El Dorado County as they relate to Silver Springs subdivision.

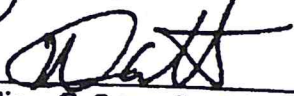
**FURTHER RESOLVED**

That either F. Allan Chapman as President, and/or William C. Scott, Jr. as Chief Financial Officer, acting alone or jointly, may execute any documents necessary to complete the above referenced agreements and make them a binding obligation of the company.

Signed this 1<sup>st</sup> day of AUGUST, 2006.

**SORRENTO, INC.**

  
F. Allan Chapman, Director

  
William C. Scott, Jr., Director





## **RESOLUTION No. 96-95**

### **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO**

**WHEREAS** Section 16.16.040 (Improvement Agreement) of the Major Land Division Ordinance provides that a subdivider must enter a Subdivision Improvement Agreement at the time the final map is considered for approval; and,

**WHEREAS** the Board desires to establish a formal policy to govern the time periods for Subdivision Improvement Agreements and the procedure for extending such agreements.

**THE BOARD OF SUPERVISORS DOES HEREBY RESOLVE** to establish the following policy to govern time limits of Subdivision Improvement Agreements.

**A. Initial Time Period.** The initial time period established within the Subdivision Improvement Agreement for the completion of improvements shall be twenty-four (24) months from the date of recording the final map.

**B. Initial Extensions.** The Director of the Department of Transportation may extend the improvement agreement for a period of twelve (12) months, upon written request by the subdivider and the submittal of adequate evidence to justify the extension. The request shall be made not less than thirty days prior to expiration of the subdivision improvement agreement.

1. If the request for initial extension is denied by the Director, the subdivider has the right to appeal this decision to the Board of Supervisors. The determination of the Board of Supervisors shall be final.
2. Upon approval by the County of an extension request, the subdivider shall enter into a subdivision improvement agreement extension with the County. The agreement and surety shall be approved as to form by County Counsel, executed by the subdivider and transmitted to the Director of Transportation for consideration.
3. In consideration of a subdivision improvement agreement extension, the County may require the following:

RESOLUTION NO. 96-95

- (a) Revision of improvement plans to provide for current design and construction standards when deemed necessary by the County Engineer;
- (b) Revised improvement construction estimates to reflect current improvement costs as approved by the County Engineer;
- (c) Increase of improvement securities in accordance with revised construction estimates;
- (d) Inspection fees may be increased to reflect current construction costs but shall not be subject to any decrease or refund.
- (e) Any additional requirements as recommended by the County Engineer or as it may be deemed necessary for the public health, safety, and welfare, as a condition to approving any time extension for the completion of improvements.

C. Subsequent Extensions. Any extensions beyond the initial twelve month extension granted by the Department of Transportation may only be granted by the Board of Supervisors upon the submittal by the subdivider of adequate evidence to justify the extension.

1. Upon receiving an extension request from the subdivider, the Board shall take one of the following actions:

- (a) Grant the extension request in twelve month increments, subject to the procedures outlined in C 2. and 3. below.
- (b) Should the subdivider fail to complete the improvements within the specified time, the County may, by resolution of the Board of Supervisors, and at its option, cause any or all uncompleted improvements to be completed and the parties executing the security or securities, as specified in sections 16.16.050 and 16.16.051, shall be firmly bound for the payment of all necessary costs.
- (c) Initiate proceedings for the Reversion to Acreage, as specified in Government Code sections 66499.11 et. seq.



RESOLUTION NO. 96-95

2. Upon approval by the County of an extension request, the subdivider shall enter into a subdivision improvement agreement extension with the County. The agreement and surety shall be approved as to form by the County counsel, executed by the subdivider and transmitted to the Board of Supervisors for its consideration.

3. In consideration of a subdivision improvement agreement extension, the County may require the following:

(a) Revision of improvement plans to provide for current design and construction standards when deemed necessary by the County Engineer;

(b) Revised improvement construction estimates to reflect current improvement costs as approved by the County Engineer;

(c) Increase of improvement securities in accordance with revised construction estimates;

(d) Inspection fees may be increased to reflect current construction costs but shall not be subject to any decrease or refund.

(e) Any additional requirements as recommended by the County Engineer or as it may deem necessary for the public health, safety, and welfare, as a condition to approving any time extension for the completion of improvements.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 18TH day of APRIL, 1995, by the following vote of said Board:

SUPERVISORS William S. Bradley, Raymond J. Nutting,  
Ayes: J. Mark Nielsen, John E. Upton

ATTEST

DIXIE L. FOOTE

Clerk of the Board of Supervisors

By Margaret B. Moody  
Deputy Clerk

Noes:

none

Absent:

Supervisor Walter L. Shultz

J. Mark Nielsen  
Chairman, Board of Supervisors

**MARK NIELSEN**

I CERTIFY THAT:

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE \_\_\_\_\_

ATTEST: DIXIE L. FOOTE, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By \_\_\_\_\_

Deputy Clerk