

Marble Valley Company, LLC**SECOND AMENDMENT TO FUNDING AGREEMENT No. 006D-F-12/13-BOS****COUNTY FILE NUMBER PA12-0004**

THIS SECOND AMENDMENT to that Funding Agreement No. 006D-F-12/13-BOS 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 Marble Valley Company, LLC, a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, El Dorado Hills, California 95762 (hereinafter referred to as "Applicant");

RECITALS

WHEREAS, Funding Agreement No. 006D-F-12/13-BOS, dated November 27, 2012, and the First Amendment dated March 11, 2014, all incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement"); provides a mechanism for Applicant to reimburse County for the costs incurred in the preparation of an Environmental Impact Report (EIR) and related planning services for the Village of Marble Valley Specific Plan (Project);

WHEREAS, County has determined that due to unanticipated delays, changes to the Project, and additional complexity of the Project resulting in a longer timeline, additional funding is required to complete the preparation of the EIR and provide related planning and professional consulting services for the Project;

WHEREAS, the parties hereto desire to amend **ARTICLE IV, Funding for this Agreement**, to increase the not-to-exceed amount of the Agreement by \$199,719, and to increase the deposit amount by \$59,916;

WHEREAS, the parties hereto desire to amend **ARTICLE VIII, Notice to Parties**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Applicant mutually agree to amend the terms of the Agreement in this Second Amendment to the Agreement as follows:

ARTICLE IV, Funding for this Agreement, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Funding for this Agreement: Funding for this Agreement is provided entirely by Applicant. Upon execution of this Agreement, Applicant shall deposit with County the sum of \$108,389. Upon execution of the First Amendment to the Agreement, Applicant

shall deposit with County an additional sum of \$72,238. Upon execution of this Second Amendment to the Agreement, Applicant shall deposit with County an additional sum of \$59,916 for a total deposit amount of \$240,543 as compensation for Consultants to be engaged by County for the preparation of an EIR for the Project, and to provide related planning and professional consulting services. The total amended deposit amount represents thirty percent (30%) of the estimated cost for the preparation of the EIR and related planning and professional consulting services. Applicant agrees to maintain a minimum of \$240,543 in the account until there is less than thirty percent (30%) of the costs remaining. Applicant agrees to replenish the account within fifteen (15) days of receipt of written notice by County.

The total amount of this Agreement, as amended, shall not exceed \$801,810.

It is understood that the funds deposited by Applicant are the only source of funding for the agreements contemplated between County and its Consultants. By deposit of the above-referenced funds and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultants to do the necessary work.

ARTICLE VIII, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

ARTICLE VIII

Notice to Parties: 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:

To County:

County of El Dorado
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667

Attn.: David Defanti
Assistant Director

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
CDA Contract & Procurement Unit

or to such other location as County directs.

Notices to Applicant shall be addressed as follows:

Marble Valley Company, LLC
c/o Kirk Bone
4525 Serrano Parkway
El Dorado Hills, California 95762

or to such other location at Applicant directs.

Except as herein amended, all other parts and sections of Funding Agreement No. 006D-F-12/13-BOS shall remain unchanged and in full force and effect.

Requesting Administrator and Division Concurrence:

By: 
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Dated: 4/14/15

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 4/14/15

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Funding Agreement No. 006D-F-12/13-BOS on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: 4-14-15

By: B. K. Veerkamp
Brian K. Veerkamp, Chair
Board of Supervisors
"County"

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

By: [Signature]
Deputy Clerk

Dated: 4-14-15

- - APPLICANT - -

Marble Valley Company, LLC,
a Delaware limited liability company

By: W. R. Parker, Inc.,
A California corporation, Its Managing Member

By: [Signature]
William R. Parker
Its: President

Dated: 4-7-15