

# ORIGINAL

## FIRST AMENDMENT TO ROAD IMPROVEMENT AGREEMENT FOR MERCY HOUSING SUNSET LANE APARTMENTS, OFFSITE IMPROVEMENTS BETWEEN THE COUNTY AND THE DEVELOPER

**THIS FIRST AMENDMENT**, to that certain Road Improvement Agreement (hereinafter referred to as the “Agreement”), made and entered by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as “County”), and **MERCY HOUSING CALIFORNIA 55**, a California Limited Partnership, duly qualified to conduct business in the State of California, whose principal place of business is 2512 River Plaza Drive, Suite 200, Sacramento, California 95833 (hereinafter referred to as “Developer”); concerning the road, drainage, and road related improvements for the Mercy Housing Sunset Lane Apartments, Offsite Improvements (hereinafter referred to as “Project”) in accordance with the improvement plans entitled; **“Improvement Plans for Mercy Housing Sunset Lane Apartments Offsite Improvements Shingle Springs, California,”** and cost estimates prepared by Stantec Consulting Services, Inc., Mark L. Pekarek, P.E., Registered Civil Engineer, and approved by Steve P. Kooyman, P.E., Acting Deputy Director, Engineering, Transportation Planning & Land Development Division (hereinafter referred to as “County Engineer”), County of El Dorado, Department of Transportation (hereinafter referred to as “Transportation”).

### RECITALS

**WHEREAS**, County, and Developer entered into that certain Road Improvement Agreement on January 5, 2016, in connection with the Project, a copy of which Agreement is incorporated herein and made by reference a part hereof;

**WHEREAS**, Section 3, entitled TIME, of the Agreement, requires Developer to complete the offsite improvements thereunder on or before January 4, 2018, and Developer has not completed all of the improvements but has requested an extension of time to complete the improvements subject to the terms and conditions contained herein, to January 4, 2020;

**WHEREAS**, one of County’s notice recipients, County officer, or employee with responsibility for administering this Agreement has changed, amending Section 21;

**NOW, THEREFORE**, the parties hereto, in consideration of the recitals, terms, and conditions herein, do hereby agree to amend the terms of the Agreement in this First Amendment to read as follows:

**I.** All references to Community Development Agency, Transportation Division throughout the Agreement are substituted with Department of Transportation.

II. Section 3 is amended to read as follows:

SECTION 3. TIME

Developer shall cause the commencement of items of work after approval of the plans for the Project by the Department of Transportation (which plans were approved on March 23, 2012) and shall complete the Project on or before January 4, 2020, subject to extensions for delays not within the control of the Developer. Construction activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 8:00 a.m. and 5:00 p.m. on weekends and federally recognized holidays.

III. Section 21 is hereby amended to read as follows:

SECTION 21. 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:

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

Attn.: Andrew S. Gaber, P.E.  
Deputy Director  
Development/ROW/Environmental

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

Attn.: Adam Bane, P.E.  
Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

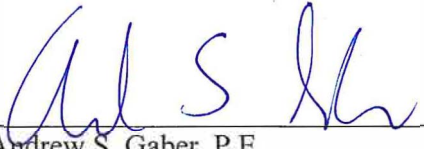
Mercy Housing California 55  
2512 River Plaza Drive, Suite 200  
Sacramento, California 95833

Attn.: Jeff Riley, Project Developer

or to such other location as Developer directs.


Except as herein amended, all other parts and sections of that certain Agreement dated January 5, 2016, shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Andrew S. Gaber, P.E.  
Deputy Director  
Development/ROW/Environmental  
Department of Transportation

Dated: 2/25/2019


**Requesting Department Concurrence:**

By:   
Rafael Martinez, Director  
Department of Transportation

Dated: 2/25/19

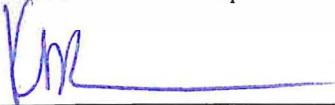
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that certain Road Improvement Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--COUNTY OF EL DORADO--

By:   
Board of Supervisors  
"County"

Dated: 4/2/2019

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


By:   
Deputy Clerk

Dated: 4/2/2019

-- MERCY HOUSING CALIFORNIA 55 --  
a California Limited Partnership

By: Sunset Lanes Apartments, LLC  
Its: General Partner

By: Mercy Housing Cal West,  
A California Non-Profit Public Benefit Corporation  
Its: Manager

By:   
Stephan Daues  
Vice President  
"Developer"

Dated: 1/28/2019

*Notary Acknowledgments Attached*

DEVELOPER

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On January 28, 2019 before me, Maria J. Acuna-Feldman, Notary Public  
(here insert name and title of the officer)

personally appeared Stephan Dau es

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 *Maria J. Acuna-Feldman*



(Seal)