

**FIRST AMENDMENT TO ROAD IMPROVEMENT AGREEMENT
FOR WEST VALLEY COLLECTOR ROADS
BETWEEN COUNTY AND DEVELOPER**

THIS FIRST AMENDMENT to that certain Road Improvement Agreement Between County and Developer, 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 **WEST VALLEY, LLC**, a Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 700 NW 107th Avenue, Suite 400, Miami, Florida 33172 and whose local office address is 1075 Creekside Ridge Drive, Suite 110, Roseville, California 95678 (hereinafter referred to as “Developer”), concerning the road improvements for the **West Valley Collector Roads** (hereinafter referred to as “Project”) in accordance with the improvement plans entitled **Plans for the Improvement and Grading of West Valley Collector Roads** and cost estimates prepared by R.E.Y. Engineers, Inc., Donald T. McCormick, Registered Civil Engineer, and approved by Richard W. Shepard, P.E., Director of Transportation (hereinafter referred to as “Director”) El Dorado County Department of Transportation (hereinafter referred to as “Department”);

RECITALS

WHEREAS, County and Developer entered into that certain Road Improvement Agreement on December 12, 2006 (“Road Improvement Agreement”), in connection with the Project, a copy of which is incorporated herein and made by reference a part hereof;

WHEREAS, Section 3, entitled TIME, of the Road Improvement Agreement required Developer to complete the Project within two years from the date of approval of the plans, which completion date was January 31, 2008;

WHEREAS, Developer has not completed all of the improvements but has requested an extension of time to December 9, 2009 to complete the Project;

WHEREAS, County has agreed to the extension of time to complete the Project subject to the terms and conditions contained herein;

WHEREAS, one of the County’s notices recipients has changed;

NOW, THEREFORE, the parties hereto, in consideration of the recitals, terms and conditions herein, do hereby agree to amend the terms of the Road Improvement Agreement 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 (which plans were approved on January 31, 2006) and shall complete the Project no later than December 9, 2009. Construction activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 9:00 a.m. and 5:00 p.m. on Saturdays and on federally recognized holidays.

SECTION 20.

NOTICE TO PARTIES

All notices to be given by 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 address as follows:

To County:

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

Attn: Eileen Crawford,
Supervising Civil Engineer
Transportation Planning & Land Development

With a Copy to:

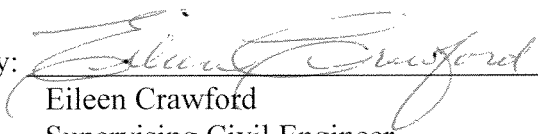
County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attn: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Except as herein amended, all other parts and sections of that certain Road Improvement Agreement dated December 12, 2006, shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
Eileen Crawford
Supervising Civil Engineer,
Transportation Planning & Land Development Division
Department of Transportation

Dated: June 5, 2009

Requesting Department Concurrence:

By: 
James W. Ware
Director of Transportation

Dated: 5 June 09

IN WITNESS WHEREOF, the parties 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 First Amendment.

-- COUNTY OF EL DORADO --

By: _____
Board of Supervisors
"County"

Dated: _____

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

By: _____
Deputy Clerk

Dated: _____

-- WEST VALLEY LLC --

WEST VALLEY LLC
a Limited Liability Company

By: Lennar Communities, Inc.
A California Corporation
Its Manager


By: 
Larry Gualco
Vice President

Dated: 12/8/08 

By: 
Brenda Ascherin
Corporate Secretary


Dated: 12/8/08

By: AKT Investments, Inc.
A California Corporation
Its Manager

By: 

Mark Enes
Executive Vice President

Dated: 12/4/08

By: 

Chris Donnelly
Corporate Secretary

Dated: DECEMBER 5, 2008

ACKNOWLEDGMENT

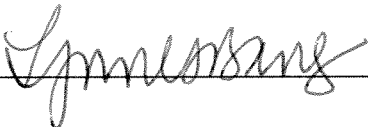
State of California
County of Sacramento)

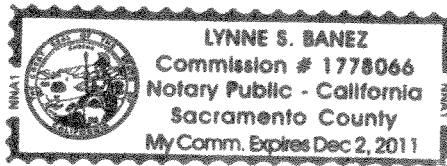
On December 4, 2008 before me, Lynne S. Banez, Notary Public
(insert name and title of the officer)

personally appeared Mark Enes,
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)



ACKNOWLEDGMENT

State of California
County of Sacramento)

On December 5, 2008 before me, Tawny Por, Notary Public
(insert name and title of the officer)

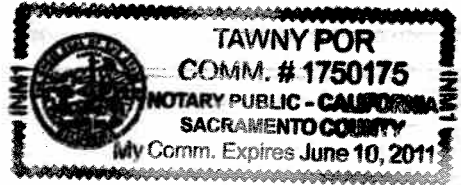
personally appeared Chris Donnelly,
who proved to me on the basis of satisfactory evidence to be the pers on(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the pers on(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Cali fornia that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



DEVELOPER

State of California

County of PLACER

On DEC 8, 2008 before me, JUDEE SMYERS, NOTARY,
(here insert name and title of the officer)

personally appeared

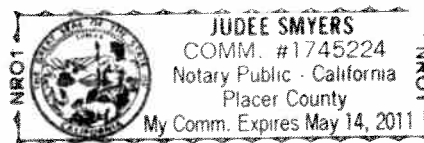
LARRY GUALCO

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 Judee Smyers



(Seal)

DEVELOPER

State of California

County of PLACER

On DEC 8, 2008 before me, JUDEE SMYERS, NOTARY,
(here insert name and title of the officer)

personally appeared

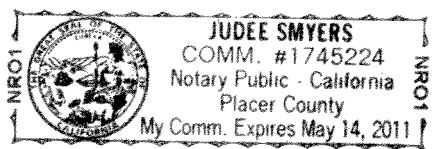
BRENDA ASCHERIN

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 Judee Smyers



(Seal)