

**SEVENTH AMENDMENT TO
AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY, OWNER, AND SUBDIVIDER**

THIS SEVENTH AMENDMENT, to that certain Agreement to Make Subdivision Improvements for Class I Subdivision Between County, Owner, and Subdivider (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 **K. HOVNANIAN AT BLACKSTONE, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 3721 Douglas Boulevard, #150, Roseville, California 95661 (hereinafter referred to as “Owner”); and **LENNAR COMMUNITIES, INC.**, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 25 Enterprise Drive, #500, Aliso Viejo, California 92656 and whose local office is 1420 Rocky Ridge Drive, Suite 320, Roseville, California 95661 (hereinafter referred to as “Subdivider”), concerning **WEST VALLEY VILLAGE, UNIT 6C** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 11th day of December, 2007.

RECITALS

WHEREAS, County, Owner, and Subdivider entered into that certain Subdivision Improvements Agreement on December 11, 2007, and entered into the First Amendment to the Agreement on January 29, 2013, entered into the Second Amendment to the Agreement on February 4, 2014, entered into the Third Amendment to the Agreement on May 12, 2014, entered into the Fourth Amendment to the Agreement on January 27, 2015, entered into the Fifth Amendment to the Agreement on April 4, 2016, and entered into the Sixth Amendment to the Agreement on June 26, 2018 in connection with the Subdivision, copy of which Agreement is incorporated herein and made by reference a part hereof;

WHEREAS, the Agreement, as amended, requires Owner and Subdivider to complete the subdivision improvements thereunder on or before February 7, 2019, and Owner and Subdivider have not completed all of the improvements but have requested an extension of time to complete the subdivision improvements subject to the terms and conditions contained herein, to February 7, 2020, amending **Section 3**;


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 Seventh Amendment to read as follows:

Section 3 is amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before February 7, 2020.

Except as herein amended, all other parts and sections of that certain Agreement dated December 11, 2007, as thereafter amended, shall remain unchanged and in full force and effect.

Requesting Division and Contract Administrator Concurrence:

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

Dated: 9/30/2019

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 10/2/19


IN WITNESS WHEREOF, the parties hereto have executed this Seventh 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 Agreement.

-- COUNTY OF EL DORADO --

By: 
Board of Supervisors
"County"

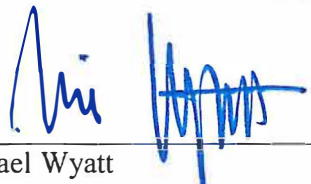
Dated: 10/7/2019

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 10/7/2019

-- K. HOVNANIAN AT BLACKSTONE, LLC --

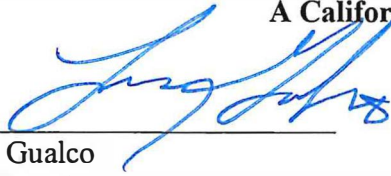
By: 
Michael Wyatt
Northern California Division President
"Owner"

Dated: 9/6/2019

--LENNAR COMMUNITIES, INC.--

A California Corporation

By: _____



Larry Gualco
Vice President
"Subdivider"

Dated: _____



Notary Acknowledgments Attached

SUBDIVIDER

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 Placer

On 9/6/19 before me,
Trina Johnson, Notary Public
(here insert name and title of the officer)

personally appeared Michael Wappp

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 [Handwritten Signature]



(Seal)

SUBDIVIDER

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 PLACER

On SEPTEMBER 5, 2019 before me,
ROSA CATANZARO, NOTARY PUBLIC,
(here insert name and title of the officer)

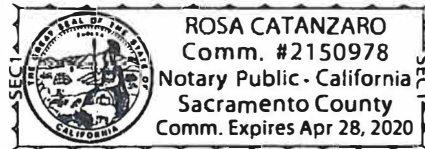
personally appeared LARRY GUARDO

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)

**ACTION TAKEN BY MEMBER OF
K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.
a California Corporation**

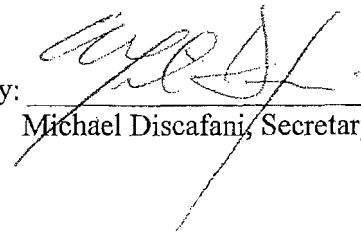
RESOLVED, by the Board of Directors of K. Hovnanian Homes Northern California, Inc. (the "Corporation") held a special meeting held on July 10, 2018 at 90 Matawan Road, 5th Floor, Matawan, NJ 07747 with all directors present throughout that the individuals listed below are designated and appointed as officers of Corporation and are therefore authorized to sign all documents in the name and on behalf of K. Hovnanian Homes Northern California, Inc.; and

FURTHER RESOLVED, that the member hereby ratifies the actions taken by the below individuals with respect to all documents executed on behalf of the Corporation in the State of California from and after April 4, 2018 through the date hereof.

<u>Name</u>	<u>Office</u>
Ara K. Hovnanian	Chairman and Chief Executive Officer
J. Larry Sorsby	Executive Vice President and Chief Financial Officer
David Bachstetter	Vice President – Finance and Treasurer
Marcia Wines	Vice President – Tax
Michael Discafani	Vice President, Corporate Counsel and Secretary
Brad O'Connor	Vice President, Chief Accounting Officer and Corporate Controller
Lucian Theon Smith III	Group President
Chad Fuller	Vice President and Chief Legal Counsel
Kevin Small	Group Vice President – Finance
Tim Collison	Division Controller – Northern California
Steven M. Davis	Group President
Michael P. Wyatt	Division President – Northern California

Executed this the 10th day of July, 2018.

K. HOVNANIAN DEVELOPMENTS OF
CALIFORNIA, INC.,
member

By: 
Michael Discafani, Secretary

LENNAR COMMUNITIES, INC.

CERTIFIED RESOLUTION

MAY 8, 2018

The undersigned, Mark Sustana, as the duly elected, qualified and acting Secretary of **LENNAR COMMUNITIES, INC.**, a California corporation (the "Corporation"), hereby certifies that:

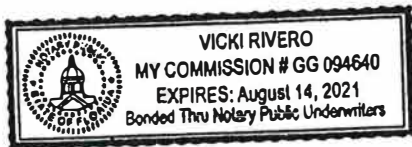
1. **LARRY GUALCO** is a duly elected, qualified and acting Vice President of the Corporation, serving continuously in such capacity since his election on July 18, 2005; and
2. All actions, transactions and deeds by **LARRY GUALCO** in his capacity as Vice President, in the name of or on behalf of the Corporation be, and they hereby are, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Certified Resolution on behalf of the Corporation effective as of the date first written above.


Mark Sustana, Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 8th day of May 2018, by Mark Sustana, as Secretary of Lennar Communities, Inc., a California corporation. He is personally known to me and did not take an oath.




NOTARY PUBLIC
State of Florida



RESOLUTION NO. 002-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

**Resolution for
Subdivision Improvement Agreements
Performance Period One Year Extension**

WHEREAS, Resolution No. 96-95 establishes an initial time period of twenty-four (24) months for completion of improvements required by a Subdivision Improvement Agreement entered into between the County of El Dorado and a subdivider;

WHEREAS, Resolution No. 96-95 further grants the Transportation Director the authority to extend the performance period set forth in a Subdivision Improvement Agreement for up to twelve (12) months with subsequent extensions to be granted in twelve (12) month increments by the Board of Supervisors;

WHEREAS, the following Subdivision Improvement Agreements contain performance periods requiring completion of improvements within the 2019 calendar year, therefore requiring Board approval for the one (1) year extension if the project is not completed by the specified performance date:

Amendment No.	Project Name	Performance Date
7	West Valley Village, Unit 6C	February 7, 2019
2	West Valley Village, Unit 5B, Phase 2	July 14, 2019
2	Promontory Village Center, Lot 8	October 27, 2019


NOW, THEREFORE, BE IT RESOLVED in accordance with Resolution No. 96-95, that the El Dorado County Board of Supervisors approves the performance period extension of the above agreements for one (1) year from the current performance date if the project is not yet completed by said performance date. The Board Chair will sign the amendments to the Subdivision Improvement Agreements after all other signatories have signed. Nothing herein shall be construed to preclude the County from requiring, as consideration for extending the performance period, any of those items listed in Section C.3 of Resolution No. 96-95.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 8th day of January, 2019, by the following vote of said Board:

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

By: 
Deputy Clerk

Ayes: Hidahl, Frentzen, Veerkamp, Parlin, Novasel
Noes: None
Absent: None


Sue Novasel, Chair, Board of Supervisors