

ORIGINAL

SECOND AMENDMENT TO AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS FOR CLASS 1 SUBDIVISION BETWEEN COUNTY AND OWNER

THIS SECOND AMENDMENT to that certain Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner (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 **TOLL LAND XXIII Limited Partnership**, a Limited Partnership, duly qualified to conduct business in the State of California, whose principal place of business is 3103 Philmont Avenue, Huntingdon Valley, Pennsylvania 19006 and whose local office address is 1361 Elmores Way, El Dorado Hills, California 95762 (hereinafter referred to as "Owner"), concerning **The Promontory Village No. 5 - Unit 3** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 22nd day of August, 2006;

RECITALS

WHEREAS, County and Owner entered into that certain Subdivision Improvement Agreement on August 22, 2006, and entered into the First Amendment to the Agreement on January 13, 2009, in connection with the Subdivision, copies of which Agreement and First Amendment are incorporated herein and made by reference a part hereof;

WHEREAS, Section 3 of the Agreement as amended required Owner to complete the subdivision improvements thereunder on or before August 22, 2009;

WHEREAS, Owner has not completed all of the improvements, but has requested an extension of time to August 22, 2010 to complete the subdivision improvements;

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

WHEREAS, one of County's notices recipients has changed;

WHEREAS, County's Contract Administrator 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 Agreement in this Second Amendment to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before August 22, 2010.

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: Eileen Crawford
Supervising Civil Engineer

County Of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn: Tim Prudhel
Contract Services Officer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

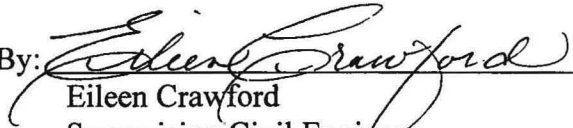
TOLL LAND XXIII LIMITED PARTNERSHIP
1361 Elmores Way
El Dorado Hills, California 95762
Attn.: Mark O. Davis, Division Vice President

or to such other location as Owner directs.

28. The County officer or employee with responsibility for administering this Agreement is Eileen Crawford, Supervising Civil Engineer, Transportation Planning & Land Development Division, Department of Transportation, or successor.

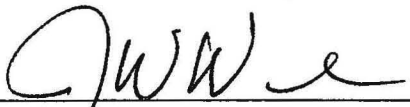
Except as herein amended, all other parts and sections of that certain Subdivision Improvement Agreement dated August 22, 2006 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

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

Dated: Nov 9, 2009

Requesting Department Concurrence:

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

Dated: 1/27/10

IN WITNESS WHEREOF, the parties have executed this Second 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 Second Amendment.

-- COUNTY OF EL DORADO --

By: *Norma Santiago*
Norma Santiago, Chair
Board of Supervisors
"County"

Dated: 3-16-10

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

By: *Suzanne de Sanchez*
Deputy Clerk

Dated: 3-16-10

-- TOLL LAND XXIII LIMITED PARTNERSHIP --

By: TOLL CA GP Corp.,
A California Corporation
its General Partner

By: *Mark O Davis*
Mark O. Davis
Division Vice President

Dated: 2-4-10

OWNER

ACKNOWLEDGMENT

State of California
County of Contra Costa

On February 4, 2010 before me, Heather E. Lowe, Notary Public
(here insert name and title of the officer)

personally appeared

Mark D. Davis

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 Heather E. Lowe



(Seal)