

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 **TAYLOR MORRISON OF CALIFORNIA, LLC**, a limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 8105 Irvine Center Drive, Suite 1450, Irvine, California 92618 and whose local office address is 81 Blue Ravine Road, Suite 2200, Folsom, California 95630 (hereinafter referred to as "Owner"); concerning **WEST VALLEY VILLAGE, UNIT 8B, TM 99-1359-8** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 13th day of November, 2012;

RECITALS

WHEREAS, County and Owner entered into that certain Subdivision Improvements Agreement on November 13, 2012, and entered into the First Amendment to the Agreement on August 8, 2014 in connection with the Subdivision, copy of which Agreement is incorporated herein and made by reference a part hereof;

WHEREAS, on August 8, 2014 the Director of the Community Development Agency approved First Amendment to Agreement 12-53460, to extend the time for completion of the subdivision improvements to November 13, 2014; and to update the County's notice recipients and County officer or employee with responsibility for administering the Agreement;

WHEREAS, Owner has final punch list items to complete for the subdivision improvements and has not yet acquired all the various public utilities signatures in order to have the project accepted by County, and has requested an extension of time to obtain acceptance of the subdivision improvements subject to the terms and conditions contained herein, to May 13, 2015;

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

Section 3 is hereby amended to read as follows:

3. Complete all items required to finalize the acceptance of this project as contemplated under this Agreement on or before May 13, 2015.

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 **TAYLOR MORRISON OF CALIFORNIA, LLC**, a limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 8105 Irvine Center Drive, Suite 1450, Irvine, California 92618 and whose local office address is 81 Blue Ravine Road, Suite 2200, Folsom, California 95630 (hereinafter referred to as "Owner"); concerning **WEST VALLEY VILLAGE, UNIT 8B, TM 99-1359-8** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 13th day of November, 2012;

RECITALS

WHEREAS, County and Owner entered into that certain Subdivision Improvements Agreement on November 13, 2012, and entered into the First Amendment to the Agreement on August 8, 2014 in connection with the Subdivision, copy of which Agreement is incorporated herein and made by reference a part hereof;

WHEREAS, on August 8, 2014 the Director of the Community Development Agency approved First Amendment to Agreement 12-53460, to extend the time for completion of the subdivision improvements to November 13, 2014; and to update the County's notice recipients and County officer or employee with responsibility for administering the Agreement;

WHEREAS, Owner has final punch list items to complete for the subdivision improvements and has not yet acquired all the various public utilities signatures in order to have the project accepted by County, and has requested an extension of time to obtain acceptance of the subdivision improvements subject to the terms and conditions contained herein, to May 13, 2015;

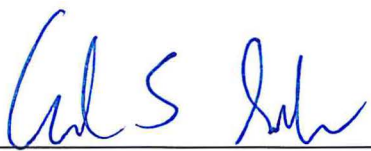
NOW, THEREFORE, the parties hereto, in consideration of the recitals, terms and conditions herein, do hereby agree to amend the terms of the Agreement as follows:

Section 3 is hereby amended to read as follows:

3. Complete all items required to finalize the acceptance of this project as contemplated under this Agreement on or before May 13, 2015. *AM*

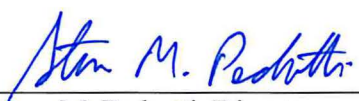
Except as herein amended, all other parts and sections of that certain Subdivision Improvements Agreement dated November 13, 2012, as thereafter amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Division Concurrence:

By: 
Andrew S. Gaber, P.E.
Deputy Director,
Development/ROW/Environmental
Community Development Agency

Dated: Nov 19, 2014

Requesting Agency Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 11/19/14

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____


Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

-- TAYLOR MORRISON OF CALIFORNIA, LLC --

By:  _____
Kenneth Dar Ahrens
Division President
"Owner"

Dated: 10/24/2014

Notary Acknowledgment Attached

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF California)SS
COUNTY OF Sacramento)

On October 24, 2014, before me, Kathleen Lopez, Notary Public, personally appeared Kenneth Dar Ahrens, 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

Kathleen Lopez



My Commission Expires: July 31, 2017

This area for official notarial seal

Notary Name: Kathleen Lopez

Notary Phone: 916-355-8900

Notary Registration Number: 2032398

County of Principal Place of Business: Sacramento