

ORIGINAL

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

THIS FIFTH 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 **LENNAR HOMES OF CALIFORNIA, INC.**, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1420 Rocky Ridge Drive, Suite 320, Roseville, California 95661 (hereinafter referred to as “Owner”); concerning **WEST VALLEY VILLAGE, UNIT 7B** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 28th day of August, 2007.

RECITALS

WHEREAS, County, and Owner entered into that certain Subdivision Improvements Agreement on August 28, 2007, and entered into the First Amendment to the Agreement on January 29, 2013, entered into the Second Amendment to the Agreement on May 13, 2014, entered into the third Amendment on February 24, 2015, and entered into the Fourth Amendment on April 4, 2016 in connection with the Subdivision, copy of which Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are all incorporated herein and made by reference a part hereof (hereinafter referred to as “Agreement”);

WHEREAS, the Agreement, as amended, requires Owner to complete the subdivision improvements thereunder on or before February 7, 2017, and Owner has not completed all of the improvements but has requested an extension of time to complete the subdivision improvements subject to the terms and conditions contained herein, to February 7, 2020;

WHEREAS, one of County’s notice recipients with responsibility for administering this Agreement have 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 Fifth Amendment to read as follows:

I. All references to Community Development Agency, throughout the Agreement shall read Department of Transportation.

II. Section 3 is amended to read as follows:

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

III. Section 29 is hereby amended to read as follows:

29. 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:

Lennar Homes of California, Inc.
1420 Rocky Ridge Drive, Suite 320
Roseville, California 95661

Attn.: Mr. Larry Gualco
Vice President

or to such other location as Owner directs.

Except as herein amended, all other parts and sections of that certain Agreement dated August 28, 2007, as thereafter amended, 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: 1/21/2019

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 1/22/19

IN WITNESS WHEREOF, the parties hereto have executed this Fifth 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: _____

Dated: _____

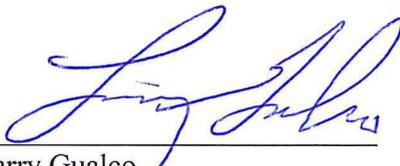
Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

-- LENNAR HOMES OF CALIFORNIA, INC. --

By: 
Larry Gualco
Vice President
"Owner"

Dated: 1/4/19

Notary Acknowledgment Attached

OWNER

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 4, 2019 before me, ROSA CATANZARO
(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 Rosa Catanzaro



(Seal)

LENNAR HOMES OF CALIFORNIA, INC.

CERTIFICATE OF INCUMBENCY

JANUARY 3, 2019

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

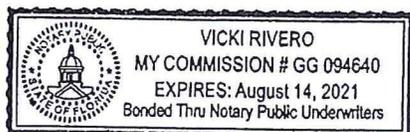
1. **ROBERT TUMMOLO** is a duly elected, qualified and acting Vice President of the Corporation, serving continuously in such capacity since his election on September 29, 1997;
2. **LARRY GUALCO** is a duly elected, qualified and acting Vice President of the Corporation, serving continuously in such capacity since his election on March 1, 2002; and
3. All actions, transactions and deeds by **ROBERT TUMMOLO** and **LARRY GUALCO** in their capacities as Vice Presidents, 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 Certificate of Incumbency 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 3rd day of January 2019, by Mark Sustana, as Secretary of Lennar Homes of California, Inc., a California, on behalf of the Corporation. He is personally known to me and did not take an oath.




NOTARY PUBLIC
State of Florida