

**AMENDED AND RESTATED
ROAD IMPROVEMENT AGREEMENT**

**White Rock Road
Station 100+00 to Station 124+50**

This Agreement is made this 15th day of July, 2003, by and between the County of El Dorado, a political subdivision of the State of California ("County"), AKT Development Corporation, a California corporation ("AKT Development"), Lennar Renaissance, Inc., a California Corporation ("Lennar") El Dorado Hills Investors, LTD, a California Limited Partnership ("EDHI"), and is intended to amend in part and restate in part that earlier agreement entered into by the County and EDHI, dated September 11, 2001, as between the parties hereto.

RECITALS

A. AKT Development has purchased from EDHI an interest in land in the vicinity of White Rock Road, and as part of such purchase contractually agreed to assume the obligations of EDHI to construct improvements to White Rock Road, described in those plans and specifications as ultimately approved by the County entitled "White Rock Road Widening, Phase I, Project #72348 (CG143359) and White Rock Road Culvert Replacement (CG140461)," and contract documents entitled "White Rock Road Widening and Culvert Replacement."

B. Lennar, as condition of development of its project known as Creekside Greens Subdivision, TM 90 1217, is required to fund a portion of additional improvements to White Rock Road and desires to join with AKT Development in financing all the improvements referenced herein in a manner mutually beneficial to the parties.

C. County is desirous of performing the construction management of the Project, and in order to do so, AKT Development has requested that the County accept an assignment and assumption of the construction contract, subject to the terms and conditions set forth hereinbelow.

D. The parties wish to amend and restate the earlier agreement due to the changes in the parties and circumstances and further wish to ensure that the obligations of AKT Development and Lennar with regard to the construction and financing of improvements to White Rock Road are fully understood and satisfied upon the performance of their respective obligations as set forth herein.

The parties agree to the following:

SECTION 1. THE WORK.

AKT Development, or its assignee, will, in a workmanlike manner, perform the following tasks to complete the improvements set forth in the plans and specifications ultimately approved by the County and entitled "White Rock Road Widening, Phase I, Project #72348 (CG143359) and White Rock Road Culvert Replacement (CG140461),"

and contract documents entitled "White Rock Road Widening and Culvert Replacement" (collectively, the "Project"):

A. AKT Development shall be responsible for all design and engineering services of the Project at the location and as generally depicted in the plans, specifications and contract documents ultimately approved by the County. The design shall be prepared in accordance with all applicable laws, statutes, orders, map conditions, and with County standards for the Project. AKT Development shall provide proof of adequate professional liability insurance of the engineer running to County.

AKT Development shall further provide for the complete assignment of ownership of all plans and specifications to the benefit of the County.

B. AKT Development shall construct or cause to be constructed the improvements for the Project in accordance with the specifications, change orders, and itemized cost estimate approved by the Deputy Director of the Department of Transportation of County ("Deputy Director"). All construction work shall be in accordance with all applicable state and local rules, regulations, and ordinances, including but not limited to Public Contract code and County bidding requirements, Labor code prevailing wage requirements, and State licensing regulations, and County policies.

C. AKT Development shall offer to assign in writing, and County may at its sole option accept the assignment of and assume, the construction contract after award by AKT Development. County's acceptance of the assignment and assumption of the construction contract shall be expressly conditioned on AKT Development's full compliance with the requirements for notice and bidding of public works projects.

D. The County will, or in the absence of an assignment of the construction contract will require AKT Development to, make such alterations, deviations, additions to or deletions from the improvements shown and described on the plans, specifications and cost estimates as may be deemed by the County Engineer for the Department of Transportation, to be necessary or advisable for the proper completion or construction of the whole work contemplated, provided the amount of such changes in the improvements does not exceed fifteen percent (15%) of the total cost of the improvements.

SECTION 2. TIMING OF OBLIGATION FOR DESIGN AND CONSTRUCTION.

The work to be performed as part of this Agreement relates to the construction of the White Rock Village multi-family project to be constructed on El Dorado County Assessor's Parcel Number 108-490-01 (the "Multi-Family Project") and the construction and occupancy of the Creekside Greens Units 2 & 3 subdivision. To ensure the improvements to White Rock Road are completed in a timely manner to adequately and safely serve the needs of the Multi-Family Project and Lennar's project, the work shall be completed in accordance with the time lines as set forth herein below:

A. The improvement plans for the Project shall be submitted to County for its review and approval prior to the issuance of a certification of occupancy for the first dwelling unit of the Multi-Family Project

B. Upon completion and acceptance by the County of the improvement plans AKT Development shall prepare bid packages in order that contractor bids may be accepted on July 31, 2003. In order to ensure that this schedule can be maintained, AKT Development and the County will cooperate to expeditiously process the improvement plans, specifications and contract documents in order that final approval may occur on or before June 16, 2003.

C. Construction of the improvements shall commence as soon as practically possible after the award of bid, but no later than August 15, 2003, and not later than certificates of occupancy have been issued for one hundred fifty (150) dwelling units within the Multi-Family Project or not later than an occupancy permit, for other than model homes, have been issued for the first dwelling unit in Creekside Greens Units 2 or 3 (TM 90-1217) whichever occurs first. Provided however, if Lennar has paid in cash the amounts required by this Agreement, Lennar shall be entitled to certificates of occupancy notwithstanding that construction of the Project has not begun.

SECTION 3. LENNAR'S OBLIGATIONS.

Lennar agrees to prepay up to fifty-six percent (56%) of its El Dorado Hills/Salmon Falls Road Impact Fees ("the "RIF Fees") in advance of building permit issuance on a per unit basis for Creekside Greens Units 2 and 3, subject to future increases in the RIF Fees, currently estimated at Five Hundred Forty-Two Thousand Two Hundred Fourteen Dollars and Forty Cents (\$542,214.40). Prior to the execution of this Agreement, Lennar provided security to guarantee the payment of the sum at the then estimated amount of Five Hundred Twenty-Seven Thousand Nine Hundred Seventy-Six Dollars (\$527,976.00) through an irrevocable letter of credit in a form and substance acceptable to the County Counsel to guarantee Lennar's obligation of payment herein.

SECTION 4. PERFORMANCE AND PAYMENT BONDS.

AKT Development shall ensure the Contractor provide payment and performance bonds that name the County of El Dorado as an obligee, and that include a one (1) year warranty provision in the performance bond against defects in material and workmanship. The bonds forms shall be the County of El Dorado approved forms, and shall be included by AKT Development in the bid specifications. After contract award, AKT Development, or in the event of assignment of the contract, County shall submit for review and approval by the County Counsel the executed bonds together with the certificates of insurance naming the County of El Dorado as an additional named insured.

SECTION 5. SECURITY/FINANCING.

The parties shall have the following financial obligations, and receive RIF credits or reimbursements for eligible Project costs as set forth hereinbelow:

A. EDHI, its assigns or affiliates, have previously deposited with the County the sum of Three Hundred Ninety-Eight Thousand Dollars (\$398,000.00), which has been deposited in an account to be used towards the cost of the improvements for the Project (the "Set-Aside Account"). EDHI acknowledges and agrees that it has received a credit against RIF Fees for this full amount.

B. Lennar, or its predecessor in interest, has deposited the sum of Seventy Thousand Seven Hundred Eighty-Five Dollars (\$70,785) for frontage improvements to White Rock Road which the County shall deposit, together with accumulated interest (principal and interest approximately \$80,000) in the Set-Aside Account for a total of approximately Four Hundred Seventy-Eight Thousand Dollars (\$478,000.00). Lennar consents to the use of this sum for the Project construction in lieu of construction of curb, gutter, and sidewalk on the south side of White Rock Road.

C. In addition, Lennar shall pay the full amount designated by the Director of Transportation up to fifty-six percent (56%) of the RIF Fees (currently estimated to be Five Hundred Forty-Two Thousand Two Hundred Fourteen Dollars and Forty cents (\$542,214.40) to the County as partial prepayment of RIF Fees for the Creekside Greens Unit 2 & 3 subdivision at the time of the first building permit issuance within Creekside Greens, or within ten (10) days of the opening of the public bid for the construction of the project, whichever occurs first, but in no event beyond the expiration of the prior posted security. Failure to provide the cash prepayment to County at the time indicated above will constitute a material breach of this Agreement. Lennar acknowledges and expressly agrees that in that event, in addition to County pursuing all of its legal and equitable remedies including but not limited to immediate demand without notice to Lennar on the security, County may withhold issuance of any and all building permits and certificates of occupancy for Creekside Greens Units 2 and 3 by and until all payment monies are received.

Attached to this Agreement as Exhibit "A" and incorporated by reference herein is the "Breakdown of Project Items for RIF Credit or Reimbursement", setting forth the items of work of the Project that may be eligible for RIF credits or reimbursement in accordance with the terms and conditions of this Agreement as well as items that are not reimbursable or are to be performed by the County or EID. Only those project items listed on Exhibit "A," as eligible, shall be eligible for RIF credit or reimbursement ("Eligible Project Costs"). All other non-reimbursable items shall not be eligible for RIF credit or reimbursement.

A credit of up to Five Hundred Forty-Two Thousand Two Hundred Fourteen Dollars and Forty Cents (\$542,214.40) for Eligible Project Costs will be made towards the impact fees assessed at building permit stage for Creekside Greens Units 2 and 3, however such credit will not be applied towards the RIF Fees until the additional cash payment in place of security by Lennar has been made to County. Provided, however, the total credit on a per residential unit basis shall not exceed fifty-six percent (56%) of the RIF Fees for Creekside Greens Units 2 and 3.

D. The Project includes certain improvements to White Rock Road that were to be constructed by EDHI in order to satisfy the conditions of approval for its Town Center East project, as well as EID facilities to be installed by EID. AKT Development agrees to the inclusion of these additional improvements and shall seek compensation from EDHI and EID, respectively, through a separate agreement between itself and EDHI. EDHI acknowledges and agrees that these additional sums are not eligible for RIF credits or reimbursements.

E. The entire cost of the Project, including design, surveying, inspections, bonding, wetlands permitting, right-of-way acquisitions, environmental clearances,

County or other agency fees and construction shall be drawn from the Set-Aside Account. The Initial Amount of the Set-Aside Account shall be determined based upon the bid prices for construction of the work, plus ten percent (10%) for contingencies and ten percent (10%) for construction management, testing, and inspection. In the event insufficient funds are available in the Set-Aside Account to fund the Initial Amount after all of the deposits are made as set forth above, AKT Development shall deposit any shortfall amount. As work proceeds on the construction contract, the County, as construction manager, shall draw down the Set-aside Account to make progress payments to the contractor(s) for work performed and approved by the County, subject to the County's standard ten percent (10%) withholding of final payment. All draws shall be against the original principal amount (\$478,000.00) and interest having accrued thereon, until such sums are exhausted and then draws shall occur against the sums deposited by Lennar. Should, as a result of approved change orders, the amounts deposited into the escrow prove to be insufficient, Lennar shall deposit any shortfall amount into the escrow account within fifteen (15) days of demand therefore, provided that, the total obligation of Lennar hereunder shall not exceed Five Hundred Forty-Two Thousand Two Hundred Fourteen Dollars and Forty Cents (\$542,214.40). During the course of construction and management of the contract, County shall provide copies of all invoices and record of payments made in accordance with the contract to the AKT Development and Lennar.

F. In the event insufficient funds are available in the Set-Aside Account, after all deposits are made as set forth above, to complete the Project, AKT Development shall deposit any shortfall amount within ten (10) days after request of County.

In such event, Eligible Project Costs in such shortfall amount shall be reimbursed to AKT Development from unobligated RIF funds at the rate of twenty percent (20%) per year in years six through ten after completion of the improvements, subject to availability of funds in the RIF account after prior RIF set asides and applicable reimbursement agreements inclusive of a set aside to fund the El Dorado Hills Boulevard Interchange Phase I improvements, and conditioned upon the improvements being completed in accordance with the Public Contract and Labor Codes, and County policies.

G. At final County acceptance of the project, any reimbursement agreement or credits will be based upon the actual cost of construction of eligible items of work identified in Exhibit "A" plus the agreed upon and verified costs of engineering, inspection, surveying, contract administration, right-of-way, and environmental mitigation (the "Final Project Costs"). Unexpended funds in excess of Final Project Costs that are eligible for credit or reimbursement will be allocated to Lennar and/or AKT Development in accordance with their funding responsibilities set forth above and credited or reimbursed in accordance with the terms and conditions of this Agreement.

H. Lennar and AKT Development acknowledge and agree that to be eligible for credits or reimbursements under the County's policies, the design and construction of the Project must be done in accordance with applicable provisions of the Public Contract and Labor code. The sole source of funds for reimbursements herein shall be from the unobligated RIF funds and the County shall not be required to fund the reimbursements from any other funds or revenues, including but not limited to, the County General Fund, in the event that the fees generated within the RIF are insufficient to fully fund the reimbursements.

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SECTION 6. INDEMNIFICATION.

To the fullest extent allowed by law, AKT Development, Lennar and their agent(s) shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or an account of, injuries to or death of any person including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Project, and the design and construction of improvements, by AKT Development, its agents, contractors, subcontractors, or employees including agent(s) services, operations, or performance hereunder, except to the extent arising from the assignment and assumption of the construction contract by County, and except for the sole or active negligence of the County, its officers and employees, and except as expressly prohibited by statute. This duty of AKT Development and Lennar to indemnify and save the County harmless includes the duties to defend set forth in California Civil Code Section 2778.

SECTION 7. ATTORNEYS FEES.

AKT Development or Lennar, whichever against which a claim may be made, shall pay costs and reasonable attorney fees should County be required to commence an action to enforce the provisions of this Agreement or in enforcing the security obligations provided herein.

SECTION 8. INSURANCE.

GENERAL INSURANCE REQUIREMENTS:

The contractor performing the work shall be required to provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees and the Contractor as required by law in the State of California.

B. Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability.

C. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000.00) is required in the event that motor vehicles are used by the contractor in performance of the contract.

D. In the event the contractor is a licensed professional and is performing professional services under this contract, professional liability is required with a limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence.

E. Explosion, Collapse and Underground (XCU) coverage is required when the scope of work includes XCU exposures.

PROOF OF INSURANCE REQUIREMENTS:

A. AKT Development or its Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Manager as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Manager, or be provided through partial or total self-insurance likewise acceptable to the Risk Manager.

B. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured. This provision shall apply to all liability policies except Workers' Compensation and professional liability insurance policies. Proof that the County is named additionally insured shall be made by providing the Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to contractor's insurance policy naming the County additional insured.

C. In the event contractor cannot provide an occurrence policy, contractor shall provide insurance covering claims made as a result of performance of this contract for not less than three (3) years following completion of performance of this Agreement.

D. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

ADDITIONAL STANDARDS:

Certificates shall meet such additional standards as may be determined by the Department either independently or in consultation with the Risk Manager, as essential for protection of the County.

COMMENCEMENT OF PERFORMANCE:

The contractor shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH:

Failure of contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

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REPORTING PROVISIONS:

Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

PRIMARY COVERAGE:

The contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

PREMIUM PAYMENTS:

The insurance companies shall have no recourse against the County of El Dorado its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

CONTRACTOR OBLIGATIONS:

The contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

SECTION 9. RESPONSIBILITY OF DESIGN ENGINEER.

AKT Development shall ensure that its design engineer is promptly available throughout construction, and if requested for weekly project coordination meetings, to cooperate with the County Department of Transportation in administering the construction, which includes but is not limited to construction staking, preparing and approving change orders, and keeping abreast of the various construction activities. The Department shall be notified in advance of terminating the services of the design engineer.

SECTION 10. ENCROACHMENT PERMIT.

No additional encroachment permit shall be required for the performance of the work. This Agreement shall serve as the County's permission to enter upon and perform the work within existing County rights of way, subject to issuance of a Notice to Proceed.

SECTION 11. INSPECTION.

Construction inspection and material testing in accordance with the provisions of the contract documents for the Project will be performed by an authorized representative of the Department. All testing shall be accomplished to the reasonable satisfaction of the Department.

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SECTION 12. RECORD DRAWINGS.

AKT Development shall have an engineer prepare record drawings describing the finished work. The record drawing plans shall be submitted to the Department at the completion of the work.

SECTION 13. PUBLIC UTILITIES.

AKT Development shall investigate and determine if existing public and private utilities conflict with the construction of the project. AKT Development shall make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. The cost of such costs shall be chargeable to the Set-Aside Account.

SECTION 14. ADMINISTRATION AND ACCEPTANCE.

The County Officer or employee with the responsibility for administering this Agreement is Warren R. Pesses, Deputy Director, Department of Transportation or successor. Upon completion of the project and upon receipt by the Board of Supervisors of County of a certification from the Department that all work has been completed and the conditions of this Agreement fulfilled, the Board of Supervisors will accept the Project improvements.

SECTION 15. THE PROJECT.

AKT Development is acting as an independent agent and not part of the County.

SECTION 16. PRIOR AGREEMENT.

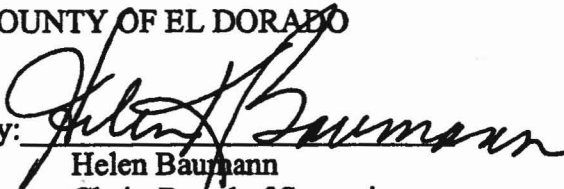
This Agreement shall amend and restate, and supersede in part, the original Road Improvement Agreement, dated September 11, 2001, entered into by and between the County and EDHI (the "Original Agreement"). Except as otherwise provided in this Agreement, neither EDHI, nor its successors and assigns, shall have any further rights, duties or obligations under the Original Agreement, including, without limitation, (a) any obligation to construct the improvements to White Rock Road in conjunction with the development of the multi-family projects to be constructed on Assessor's Parcel Numbers 108-490-01 and 108-490-02 (the "Multi-Family Sites"), or (b) any obligation to complete such improvements within the time periods specified in the Original Agreement, or (c) any obligation to complete such improvements as a condition to the issuance of certificates of occupancies for any of the units to be constructed on the Multi-Family Sites. Notwithstanding the foregoing provisions, nothing contained in this Agreement is intended to affect EDHI's rights under the Original Agreement to receive any reimbursements or credits that have accrued prior to the effective date of this Agreement.

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IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereinbefore named the day and year first above written.

COUNTY OF EL DORADO

Date: July 15, 2003

By: 
Helen Baumann
Chair, Board of Supervisors

Attest:


DIXIE L. FOOTE, Clerk of the Board of Supervisors

Date: 8/21/03

By: 
Deputy Clerk 7-15-03

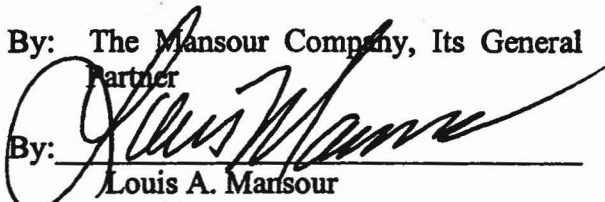
AKT Development:

AKT Development Corporation,
a California Corporation

By: 
Mark Enes
Its: Executive Vice President

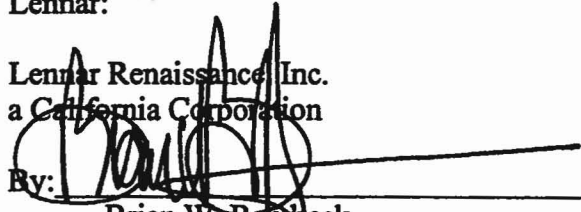
EDHI:

El Dorado Hills Investors, Ltd., a California Limited Partnership

By: The Mansour Company, Its General Partner
By: 
Louis A. Mansour
Its: President

Lennar:

Lennar Renaissance, Inc.
a California Corporation

By: 
Brian W. Bombeck
Its: Vice President

If the parties or their agent(s) are a corporation, their authorized officers must sign on behalf of the corporation and state the capacity in which they are signing. This Agreement must be executed by the president or vice president and the secretary or assistant secretary, unless the bylaws or a resolution of the Board of Directors shall otherwise provide, and in which event, the bylaws or a certified copy of the resolution, as the case may be, shall be attached to this Agreement. Also, the appropriate corporate seal should be affixed hereto.

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EXH. A
Breakdown of Project Items for RIF Credit or Reimbursement

Part I White Rock Road Widening
Latrobe to Valley View Parkway

ITEM NO	PROJECT ITEMS (1)	QUANTITY	UNIT	UNIT PRICE (2)	TOTAL	Reimbursable (3)		Not Reimbursable				County Funded (4)			
						QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
						RIF/RIA Valley View/Creekside Greens	EDHI TCE Frontage/Drainage	AKT Develop. V V Parkway	EID Water (CIP)		Sewer Service (Latrobe) & Ginney Related				
1	Mobilization	1	LS	\$8,000.00	\$8,000	0.80	\$4,800		\$0			0.2	\$1,200	0.00	\$0
2	Clearing and Grubbing	1	LS	\$21,000.00	\$21,000	1.00	\$21,000		\$0				\$0	0.00	\$0
3	Pavement Removal	30,600	SF	\$0.30	\$9,150	30,600.00	\$9,150		\$0				\$0	0.00	\$0
4	Roadway Excavation	2,600	CY	\$24.00	\$60,000	2,200.00	\$52,800	300	\$7,200				\$0	0.00	\$0
5	Roadway Embankment	950	CY	\$10.00	\$9,500	950.00	\$9,500		\$0				\$0	0.00	\$0
6	Erosion Control/SWPPP	1	LS	\$10,500.00	\$10,500	1.00	\$10,500		\$0				\$0	0.00	\$0
7	Revegetation (Hydroseeding)	40,000	SF	\$0.11	\$4,400	40,000.00	\$4,400		\$0				\$0	0.00	\$0
8	Traffic Control/Temp Detours	1	LS	\$15,000.00	\$15,000	1.00	\$15,000		\$0				\$0	0.00	\$0
9	3" AC & 7" AB	12,751	SF	\$2.70	\$34,428	6,597.00	\$17,812		\$0	6154	\$18,616		\$0	0.00	\$0
10	6" AC & 12" AB	88,720	SF	\$3.67	\$326,802	87,160.00	\$319,877	1560	\$5,725		\$0		\$0	0.00	\$0
11	4" Temporary Pavement	12,800	SF	\$2.60	\$33,280	12,800.00	\$33,280		\$0		\$0		\$0	0.00	\$0
12	6" AB Shoulder	5,250	SF	\$1.00	\$5,250	5,250.00	\$5,250		\$0		\$0		\$0	0.00	\$0
13	3" AC & 6" AB Pad Walk	300	SF	\$7.00	\$2,100		\$0		\$0	300	\$2,100		\$0	0.00	\$0
14	Grind and AC Overlay (0.17" min)	33,278	SF	\$1.37	\$45,591	33,278.00	\$45,591		\$0		\$0		\$0	0.00	\$0
15	Type A Dike	1,391	LF	\$6.00	\$8,346	1,351.00	\$8,108		\$0	40	\$240		\$0	0.00	\$0
16	18" Vert Curb and Gutter	134	LF	\$24.00	\$3,216	134.00	\$3,216		\$0		\$0		\$0	0.00	\$0
17	30" Vert Curb and Gutter	98	LF	\$24.00	\$2,304		\$0	0	\$0	98	\$2,304		\$0	0.00	\$0
18	36" Vert Curb and Gutter	1,210	LF	\$17.35	\$20,994	198.00	\$3,435	822	\$14,262	190	\$3,297		\$0	0.00	\$0
19	Concrete V Gutter	60	LF	\$30.00	\$1,800	60.00	\$1,800		\$0		\$0		\$0	0.00	\$0
20	35' Wide Driveway	1	EA	\$7,500.00	\$7,500		\$0	1	\$7,500		\$0		\$0	0.00	\$0
21	PCC Sidewalk	1,248	SF	\$6.50	\$8,112		\$0	480	\$3,120	768	\$4,992		\$0	0.00	\$0
22	Timber Barricade	55	LF	\$44.00	\$2,420		\$0	65	\$2,420		\$0		\$0	0.00	\$0
23	12" Drain Pipe	68	LF	\$44.00	\$2,992	39.00	\$1,718	29	\$1,276		\$0		\$0	0.00	\$0
24	18" Drain Pipe	565	LF	\$44.00	\$24,860	543.00	\$23,892	22	\$968		\$0		\$0	0.00	\$0
25	24" Drain Pipe	1,338	EA	\$64.00	\$85,832	890.00	\$56,960	448	\$28,872		\$0		\$0	0.00	\$0
26	48" Drain Manhole	9	EA	\$3,165.00	\$28,485	7.00	\$22,155	2	\$8,330		\$0		\$0	0.00	\$0
27	Type B Drop Inlet	1	EA	\$1,485.00	\$1,485		\$0	1	\$1,485		\$0		\$0	0.00	\$0
28	Type GO Drop Inlet	1	LF	\$2,145.00	\$2,145	0.50	\$1,073	0.5	\$1,073		\$0		\$0	0.00	\$0
29	ODI Inlet	1	Ton	\$2,035.00	\$2,035	1.00	\$2,035		\$0		\$0		\$0	0.00	\$0
30	Stone Protection	100	LF	\$14.00	\$1,400	100.00	\$1,400		\$0		\$0		\$0	0.00	\$0
31	Pavement Marking	649	SF	\$3.85	\$2,499	503.00	\$1,937		\$0	146	\$562		\$0	0.00	\$0
32	Signage	9	EA	\$260.00	\$2,340	6.00	\$1,560		\$0	3	\$780		\$0	0.00	\$0
33	Relocate Sign	2	EA	\$165.00	\$330	2.00	\$330		\$0		\$0		\$0	0.00	\$0
34	Detail 22	680	LF	\$0.65	\$374	585.00	\$311		\$0	115	\$63		\$0	0.00	\$0
35	Detail 27B	685	LF	\$0.35	\$240	685.00	\$240		\$0		\$0		\$0	0.00	\$0
36	Detail 26	370	LF	\$1.10	\$407	230.00	\$253		\$0	140	\$154		\$0	0.00	\$0
37	Detail 32	1,205	LF	\$1.10	\$1,328	1,205.00	\$1,328		\$0		\$0		\$0	0.00	\$0
38	Detail 37	320	LF	\$0.85	\$272	320.00	\$272		\$0		\$0		\$0	0.00	\$0
39	Detail 38	600	LF	\$0.85	\$510	600.00	\$510		\$0		\$0		\$0	0.00	\$0
40	Detail 39	2,845	LF	\$0.45	\$1,280	2,585.00	\$1,163		\$0	260	\$117		\$0	0.00	\$0
41	Detail 39A	200	LF	\$0.45	\$90	200.00	\$90		\$0		\$0		\$0	0.00	\$0
42	Temp Striping (Paint)	9,400	LF	\$1.05	\$9,870	9,400.00	\$9,870		\$0		\$0		\$0	0.00	\$0
43	Adjust Sewer Manhole To Grade	4	EA	\$877.00	\$3,508	4.00	\$3,508		\$0		\$0		\$0	0.00	\$0
44	8-inch Sewer PVC SDR 35	381	LF	\$73.00	\$27,813		\$0		\$0		\$0		\$0	381.00	\$27,813
45	48" Sewer Manhole (Lined)	2	EA	\$5,000.00	\$10,000		\$0		\$0		\$0		\$0	2.00	\$10,000
46	Irrigation and Landscape Repair	1	LS	\$26,500.00	\$26,500	1.00	\$26,500		\$0		\$0		\$0	0.00	\$0
47	12-inch Water PVC C900 CI 150	60	LF	\$104.00	\$6,240		\$0		\$0		\$0	60	\$6,240	0.00	\$0
48	18-inch Water, Ductile Iron	270	LF	\$108.00	\$28,620		\$0		\$0		\$0	270	\$28,620	0.00	\$0
49	24-inch Water, Ductile Iron	711	LF	\$135.00	\$95,885		\$0		\$0		\$0	711	\$95,885	0.00	\$0
50	12-inch Gate Valve	1	EA	\$2,145.00	\$2,145		\$0		\$0		\$0	1	\$2,145	0.00	\$0
Part I Subtotal					\$1,068,875	\$722,617	\$86,030	\$31,225	\$134,180	\$37,813					

- (1) Items of work included in White Rock Road Widening Phase I and White Rock Road Culvert Replacement (The Project).
- (2) Based on bid amount from Lorang Brothers, July 30, 2003. Reimbursement based on actual cost.
- (3) Only items in the "Reimbursable Column", as may be adjusted by change order, are eligible for reimbursement.
- (4) County will deposit funds for items in this column. They are therefore not reimbursable costs.

EXHIE
Breakdown of Project Items for RIF Credit or Reimbursement

Part II White Rock Road Widening
Culvert Replacement

ITEM NO	PROJECT ITEMS (1)	QUANTITY	UNIT	UNIT PRICE (2)	TOTAL	Reimbursable (3)		Not Reimbursable				County Funded (4)			
						QUANTITY	TOTAL	EDHI TCE Frontage/Drainage	AKT Develop. V V Parkway	EID Water (CIP)	Sewer Service (Latrobe) & Ginny Related	QUANTITY	TOTAL		
1	Mobilization	1	LS	\$12,500.00	\$12,500	1	\$12,500		\$0		\$0		\$0		\$0
2	Temporary Railing	115	LF	\$38.00	\$4,370	115	\$4,370		\$0		\$0		\$0		\$0
3	Temporary Railing (To remain)	140	LF	\$38.00	\$5,320	140	\$5,320		\$0		\$0		\$0		\$0
4	Detour/Traffic Control	1	LS	\$23,000.00	\$23,000	1	\$23,000		\$0		\$0		\$0		\$0
5	Clearing and Grubbing	1	LS	\$19,000.00	\$19,000	1	\$19,000		\$0		\$0		\$0		\$0
6	Temporary Erosion and Sediment Control	1	LS	\$8,500.00	\$8,500	1	\$8,500		\$0		\$0		\$0		\$0
7	Erosion Control (Hydroseeding)	15,000	SF	\$0.11	\$1,650	15,000	\$1,650		\$0		\$0		\$0		\$0
8	Asphalt Concrete (permanent and temporary)	180	Ton	\$85.00	\$15,300	180	\$15,300		\$0		\$0		\$0		\$0
9	Class 2 Aggregate Base (permanent and temporary)	185	CY	\$50.00	\$9,250	185	\$9,250		\$0		\$0		\$0		\$0
10	Reinforced Concrete Box Culvert four 4' x6' openings, 71' length (including earthwork, structure excavation and backfill, headwalls, and dewatering)	1	LS	\$187,000.00	\$187,000	1	\$187,000		\$0		\$0		\$0		\$0
11	Chain Link Railing	40	LF	\$32.00	\$1,280	40	\$1,280		\$0		\$0		\$0		\$0
12	Stone Protection	400	Ton	\$14.00	\$5,600	400	\$5,600		\$0		\$0		\$0		\$0
13	Paint Traffic Stripe (2-coat)	1020	LF	\$2.20	\$2,244	1020	\$2,244		\$0		\$0		\$0		\$0
14	12-inch Waterline PVC C90 CI 150	20	LF	\$354.00	\$7,080		\$0		\$0	20	\$7,080		\$0		\$0
15	18-inch Waterline, Ductile Iron	16	LF	\$85.00	\$1,360		\$0		\$0	16	\$1,360		\$0		\$0
16	24-inch Waterline, Ductile Iron	134	LF	\$182.00	\$24,388		\$0		\$0	134	\$24,388		\$0		\$0
17	12-inch Gate Valve	3	EA	\$2,145.00	\$6,435		\$0		\$0	3	\$6,435		\$0		\$0
18	18-inch Butterfly Valve	1	EA	\$4,255.00	\$4,255		\$0		\$0	1	\$4,255		\$0		\$0
19	24-inch Butterfly Valve	1	EA	\$6,439.00	\$6,439		\$0		\$0	1	\$6,439		\$0		\$0
20	4-inch Blow Off Valve	1	EA	\$4,612.00	\$4,612		\$0		\$0	1	\$4,612		\$0		\$0
21	Relocate PG&E Gas and Electric Underground	1	LS	\$20,000.00	\$20,000		\$0		\$0	0	\$0		\$0	1	\$20,000
22	Grade Dusty Creek Channel	1	LS	\$15,000.00	\$15,000		\$0		\$0	0	\$0		\$0	1	\$15,000
Part II Subtotal					\$382,583		\$293,014		\$0		\$0		\$54,569		\$35,000
Total Construction					\$1,388,458		\$1,015,631		\$80,030		\$31,225		\$188,759		\$72,813
Contingency 10%					\$138,846		\$101,563		\$8,003		\$3,122		\$18,876		\$7,281
Construction Management 10%					\$138,846		\$101,563		\$8,003		\$3,122		\$18,876		\$7,281
Total Estimated Set-Aside Amount					\$1,666,149		\$1,218,757		\$96,036		\$37,470		\$228,511		\$87,376
Estimated Engr Services 10% (5)					\$138,846		\$101,563		\$8,003		\$3,122		\$18,876		\$7,281
Set-Aside Balance 7/31/03					\$486,937.00		\$486,937.00								
Lennar Prepayment 56% RIF					\$542,214.40		\$542,214.40								
AKT Development					\$549,622.13		\$189,605.27		\$96,036.48		\$37,469.58		\$228,510.80		
El Dorado County					\$87,375.60										\$87,375.60
Total Estimated Set-Aside Amount					\$1,666,149.13		\$1,218,756.67		\$96,036.48		\$37,469.58		\$228,510.80		\$87,375.60

- (1) Items of work included in White Rock Road Widening Phase I and White Rock Road Culvert Replacement (The Project).
- (2) Based on bid amount from Lorang Brothers, July 30, 2003. Reimbursement based on actual cost.
- (3) Only items in the "Reimbursable Column", as may be adjusted by change order, are eligible for reimbursement.
- (4) County will deposit funds for items in this column. They are therefore not reimbursable costs.
- (5) Actual cost for items defined in Section 5.E. contracted by AKT Development will not be drawn from the Set-aside, but are eligible for reimbursement.

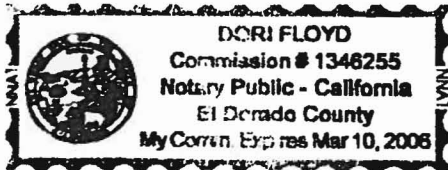
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of PLACER } ss.

On AUGUST 20, 2003 before me, DORI FLOYD, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared BRIAN W. BOMBECK
Name(s) of Signer(s)

personally known to me
 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.



WITNESS my hand and official seal.

Dori Floyd
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AMENDED AND RESTATED ROAD IMPROVEMENT AGMT.

Document Date: _____ Number of Pages: _____

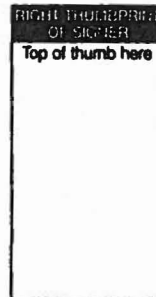
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: BRIAN W. BOMBECK

- Individual
- Corporate Officer — Title(s): VICE PRESIDENT
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: LENNAR RENAISSANCE, INC.



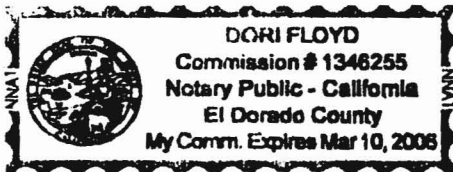
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of EL DORADO } ss.

On AUGUST 19, 2003 before me, DORI FLOYD, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared LOUIS MANEOLU
Name(s) of Signer(s)

personally known to me
 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.



WITNESS my hand and official seal.

Dori Floyd
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AMENDED AND RESTATED ROAD IMPROVEMENT AGMT.

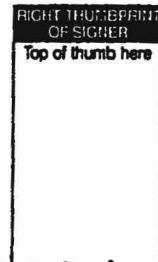
Document Date: AUGUST 19, 2003 Number of Pages: 13

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): PRESIDENT
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: THE MANEOLU COMPANY, A CALIFORNIA CORP.,
GENERAL PARTNER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

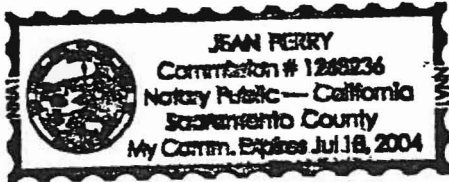
State of California

County of Sacramento } ss.

On 8/21/03 before me, JEAN FERRY
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MARK ENES
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Jean Perry
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

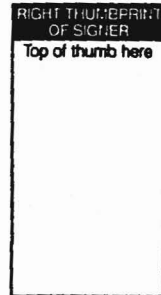
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



LENNAR RENAISSANCE, INC.

CERTIFIED RESOLUTION

I, Benjamin P. Butterfield, Secretary of Lennar Renaissance, Inc., a California corporation, do hereby certify that the following Resolution was duly adopted by Consent of the Board of Directors of said Corporation dated October 24, 1996, and that such Resolution has not been amended or rescinded and is in full force and effect on the date hereof.

RESOLVED, that all contracts, leases, deeds, mortgages, satisfaction pieces of mortgages, releases and assignments of mortgages, releases and satisfactions of judgments and any and all other instruments and documents necessary in or which pertain to the business of the company shall be executed and acknowledged on behalf of the company by the President or any Vice President and the execution and delivery of such papers by such officer shall be considered as evidence of the company's approval of the specific transaction and of the authority of such officer to execute, acknowledge and deliver such papers in connection therewith.

I FURTHER CERTIFY that Brian Bombeck was elected Vice President of the Corporation on March 1, 2002, and has continuously held the office of Vice President from that date to the date hereof.

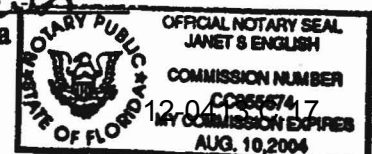
WITNESS my hand and the seal of said Corporation this 25th day of August, 2003.


Name: Benjamin P. Butterfield, Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 25th day of August, 2003, by Benjamin P. Butterfield, Secretary of Lennar Renaissance, Inc., a California corporation, on behalf of the corporation. She is personally known to me and did not take an oath.


Notary Public, State of Florida



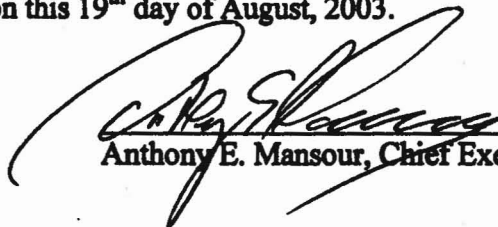
**THE MANSOUR COMPANY
CERTIFIED RESOLUTION**

I, Anthony E. Mansour, Chief Executive Officer of The Mansour Company, a California corporation, do hereby certify that the following Resolution was duly adopted by Consent of the Board of Directors of said Corporation dated June 22, 1998, and that such Resolution has not been amended or rescinded and is in full force and effect on the date hereof.

RESOLVED, that all contracts, leases, deeds, mortgages, satisfaction pieces of mortgages, releases and assignments of mortgages, releases and satisfactions of judgments and any and all other instruments and documents necessary in or which pertain to the business of the company shall be executed and acknowledged on behalf of the company by the President and the execution and delivery of such papers by such office shall be considered as evidence of the company's approval of the specific transaction and of the authority of such officer to execute, acknowledge and deliver such papers in connection therewith.

I FURTHER CERTIFY that Louis Mansour was elected President of the Corporation on June 22, 1998, and has continuously held the office of President from that date to the date hereof.

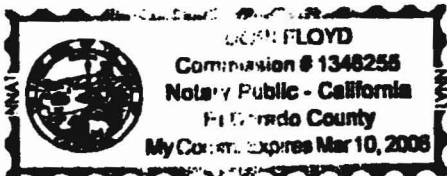
WITNESS my hand on this 19th day of August, 2003.



Anthony E. Mansour, Chief Executive Officer

STATE OF CALIFORNIA
COUNTY OF EL DORADO

Sworn to and subscribed before me this 19th day of August, 2003, by Anthony E. Mansour, Chief Executive Officer of The Mansour Company, a California corporation, on behalf of the corporation. He is personally known to me and did not take an oath.





Notary Public, State of California

WHITE ROCK ROAD IMPLEMENTATION AGREEMENT

This White Rock Road Implementation Agreement ("Agreement") is made between LENNAR RENAISSANCE, INC., a California corporation ("Seller"), and MORRISON HOMES, INC., a Delaware corporation ("Buyer"), who agree as follows:

1. **Purchase Agreement.** Buyer and Seller entered into that certain Agreement of Purchase and Sale dated January 20, 2003, and the First Amendment thereto dated January 22, 2003 (as amended, "Purchase Agreement"), and the Closing Agreement dated July 25, 2003 (the "Closing Agreement"), all respecting property commonly known as Creekside Greens Unit Nos. 2 and 3 ("Creekside Greens"). Capitalized terms not defined in this Agreement shall have the meaning given to them in the Purchase Agreement and where applicable, the Closing Agreement.
2. **White Rock Road Agreement.** The Closing Agreement provided, among other things, for Seller to work in all reasonable respects to finalize the amended and restated White Rock Agreement in substantially the form shown in Schedule 2 attached thereto, and for Buyer, at its cost, will perform the "Lennar" obligations thereunder. The final form of the amended and restated White Rock Agreement (the "Final White Rock Road Agreement") is attached hereto as **Schedule 2 (Revised)** and made a part hereof.
3. **Timing: Purpose.** Although the escrows have closed and Buyer has acquired Creekside Greens, the Final White Rock Road Agreement has been prepared for execution by Seller. AKT Development ("AKT") is prepared to commence the "Project" (as defined in the Final White Rock Road Agreement) promptly following the execution and delivery of the Final White Rock Road Agreement on behalf of Creekside Greens. Revising the Final White Rock Road Agreement to substitute Buyer for Seller would result in delays. Inasmuch as Buyer has already agreed that Buyer, at its cost, will perform the "Lennar" obligations thereunder, Buyer has requested that Seller execute the Final White Rock Road Agreement in order to avoid such delays. Seller is willing to accommodate Buyer. The purpose of this Agreement is to set forth the terms and conditions upon which Seller will execute and deliver the Final White Rock Road Agreement.
4. **Approval: Execution and Delivery.** Buyer hereby approves the form and content of the Final White Rock Road Agreement as shown in Schedule 2 (Revised). Promptly following the mutual execution of this Agreement, Seller shall execute and deliver to the County, the Final White Rock Road Agreement shown in Schedule 2 (Revised).
5. **Performance: Delegation: Assumption.** Buyer shall timely make all payments required of "Lennar" and timely perform all obligations of "Lennar"

under the Final White Rock Road Agreement, including but not limited to Lennar's obligation to prepay the "RIF Fees" (as defined in the Final White Rock Road Agreement) pursuant to Sections 3 and 5 thereof, and to defend, indemnify and hold the County harmless pursuant to Section 6 thereof. To the fullest extent permitted by law, Seller hereby delegates to Buyer all of its obligations under the Final White Rock Road Agreement, and Buyer hereby assumes and agrees to timely perform all such obligations.

6. **Replacement of Security.** If, by August 29, 2003, Buyer has not funded the amounts required under the Final White Rock Road Agreement in order to release the irrevocable letter of credit ("Letter of Credit") provided by Seller to the County thereunder, then, to the extent permitted by the County, Buyer shall promptly replace the Letter of Credit.

7. **Fee Credits.** Upon Buyer's satisfaction of its obligations under this Agreement and the satisfaction of the "Lennar" obligations under the Final White Rock Road Agreement, Buyer shall be entitled to all fee credits and other benefits afforded "Lennar" under the Final White Rock Road Agreement. Seller shall execute and deliver such assignments and other instruments of transfer as the County may reasonably require in order to transfer such benefits to Buyer.

8. **Indemnification.** Buyer hereby agrees to indemnify, defend and hold Seller, and its successors and assigns, partners, shareholders, officers, directors and/or employees (collectively, "Indemnified Parties") harmless from and against any and all obligations, liabilities, claims, liens, encumbrances, losses, damages, costs and expenses, including, without limitation, attorneys' fees, whether direct, contingent or consequential (collectively, "Claims"), incurred or suffered by, or asserted or awarded against any one or more of the Seller Indemnified Parties relating to or arising from Buyer's failure to perform the "Lennar" obligations under the Final White Rock Road Agreement.

9. **Disputes; Attorney's Fees.** Any dispute or disagreement under this Agreement shall be resolved pursuant to Section 7.06 of the Purchase Agreement, and the prevailing party shall be entitled to recover fees and costs in accordance with Section 7.08 of the Purchase Agreement, the terms and provisions of which are incorporated herein and made a part hereof by this reference thereto, the same as if fully set forth herein.

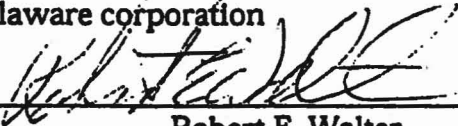
10. **Counterparts; Facsimile Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute a single document. Signatures transmitted by facsimile shall be binding; provided, however, that any person transmitting his or her

signature by facsimile shall promptly send an original signature to the other parties in accordance with Section 7.02 of the Purchase Agreement.

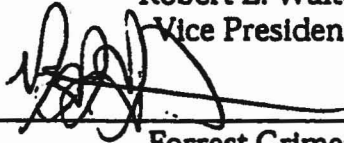
Dated: August 6, 2003

BUYER:

MORRISON HOMES, INC.
a Delaware corporation

By: 

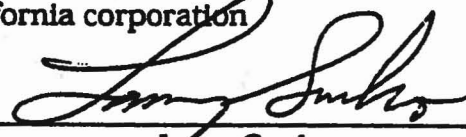
Robert E. Walter
Vice President

By: 

Forrest Grimes
Vice President,
Land Resources Management

SELLER:

LENNAR RENAISSANCE, INC.
a California corporation

By: 

Larry Gualco
Division President



WOOD RODGERS

August 18, 2002

Mr. Gary Schnell
River West Investments
7700 College Town Drive, Ste 109
Sacramento, CA 95826

RE: White Rock Road Widening - Ownership of Data

Dear Gary:

As requested, we have prepared this letter to address assignment of ownership of documents for the aforementioned project, more formally known as:

WHITE ROCK ROAD WIDENING PROJECT, LATROBE ROAD TO VALLEY VIEW PARKWAY CG 143359, And WHITE ROCK ROAD CULVERT REPLACEMENT PROJECT, CG 140461

Upon completion or earlier termination of all Services under contract to AKT Development, and upon payment for all services rendered under the contract, ownership and title to all reports, documents, plans, maps, specifications, and estimates, etc., produced as part of this contract will automatically be vested in the County and no further agreement will be necessary to transfer ownership to the County.

Sincerely,

Sincerely,

Mark Rodgers, PE, Vice President
Wood Rodgers, Inc

C: Elizabeth Diamond, El Dorado County, DOT