

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 **LENNAR HOMES OF CALIFORNIA, 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 address is 1420 Rocky Ridge Drive, Suite 320, 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 address is 1420 Rocky Ridge Drive, Suite 320, Roseville, California 95661 (hereinafter referred to as “Subdivider”); concerning **WEST VALLEY VILLAGE, UNIT 1B** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 28<sup>th</sup> day of August, 2007;

**RECITALS**

**WHEREAS**, County and Owner entered into that certain Subdivision Improvement Agreement on August 28, 2007, and entered into the First Amendment to the Agreement on January 29, 2013, in connection with the Subdivision, copies of which Agreement and First Amendment are incorporated herein and made by reference a part hereof;

**WHEREAS**, on February 7, 2012, the Board of Supervisors directed the Department of Transportation to process an Amendment to the Agreement extending the time for completion of the subdivision improvements;

**WHEREAS**, on January 29, 2013, the Board of Supervisors approved First Amendment to Agreement 07-1493, to extend the time for completion of the subdivision improvements to February 7, 2013; to update the estimated costs of installing the improvements; to revise the bond amounts; and to update the County’s notice recipients and County officer or employee with responsibility for administering the Agreement;

**WHEREAS**, 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, 2014;

**WHEREAS**, one of County’s notice recipient has changed; and

**WHEREAS**, Lennar Communities, Inc. is the subdivider of the property and has posted security to guarantee completion of the subdivision work;

**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 as follows:

The provision that reads in bold in the First Amendment as follows, "The Agreement is hereby amended such that all references to "Subdivider" shall now read "Owner," is hereby deleted in its entirety.

**Section 3 is hereby amended to read as follows:**

3. Complete the Subdivision improvements contemplated under this Agreement on or before February 7, 2014.

**Section 28 is hereby amended to read as follows:**

28. 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  
Community Development Agency  
Transportation Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Bard R. Lower  
Transportation Division Director

County of El Dorado  
Community Development Agency  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Sherrie Busby  
Administrative Services Officer  
Contract Services Unit

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.: Larry Gualco, Vice President

or to such other location as Owner directs.

Notices to Subdivider shall be addressed as follows:

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

Attn.: Larry Gualco, Vice President

or to such other location as Subdivider 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 Division and Contract Administrator Concurrence:**

By:   
Bard R. Lower  
Transportation Division Director  
Community Development Agency

Dated: 10/7/13

**Requesting Department Concurrence:**

By:   
Kimberly A. Kerr, Acting Director  
Community Development Agency

Dated: 10/8/13

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: \_\_\_\_\_

Dated: \_\_\_\_\_

Deputy Clerk

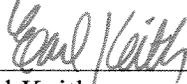
-- LENNAR HOMES OF CALIFORNIA, INC. --

A California Corporation

By:  \_\_\_\_\_

Dated: 9/3/13

Larry Gualco  
Vice President  
"Owner"

By:  \_\_\_\_\_

Dated: 9/3/13

Earl Keith  
Vice President/  
Division Controller

--LENNAR COMMUNITIES, INC.--

A California Corporation

By:   
Larry Gualco  
Vice President  
"Subdivider"

Dated: 9/3/13

By:   
Earl Keith  
Vice President/  
Division Controller

Dated: 9/3/13

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Placer } ss.

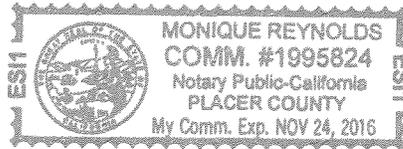
On 9/6/2013 before me, Monique Reynolds, Notary Public,  
personally appeared Larry Gualco

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/hers/their authorized capacity(ies), and that by his/hers/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.

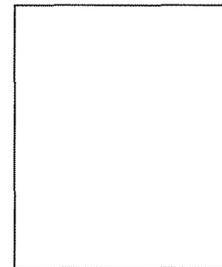
Monique Reynolds  
Signature  
My Commission Expires Nov. 24, 2016



**OPTIONAL INFORMATION**

Date of Document \_\_\_\_\_  
Type or Title of Document Subdivision Improvement Agreement  
Second Amendment West Valley 1B  
Signed for Lennar Homes, of CA  
Number of Pages in Document \_\_\_\_\_  
Document in a Foreign Language \_\_\_\_\_  
Type of Satisfactory Evidence:  
\_\_\_\_ Personally Known with Paper Identification  
\_\_\_\_ Paper Identification  
\_\_\_\_ Credible Witness(es)  
Capacity of Signer:  
\_\_\_\_ Trustee  
\_\_\_\_ Power of Attorney  
\_\_\_\_ CEO / CFO / COO  
\_\_\_\_ President / Vice-President / Secretary / Treasurer  
\_\_\_\_ Other: \_\_\_\_\_

Thumbprint of Signer



Check here if no thumbprint or fingerprint is available.

Other Information: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

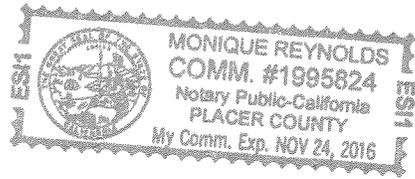
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personally appeared Earl Keith

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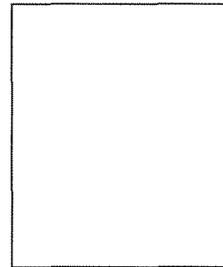
Number of Pages in Document \_\_\_\_\_

Document in a Foreign Language \_\_\_\_\_

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\_\_\_\_ Paper Identification  
\_\_\_\_ Credible Witness(es)

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\_\_\_\_ Trustee  
\_\_\_\_ Power of Attorney  
\_\_\_\_ CEO / CFO / COO  
\_\_\_\_ President / Vice-President / Secretary / Treasurer  
\_\_\_\_ Other: \_\_\_\_\_

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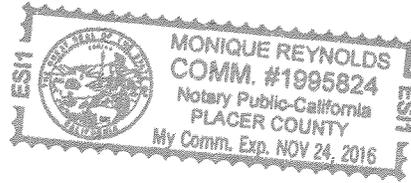
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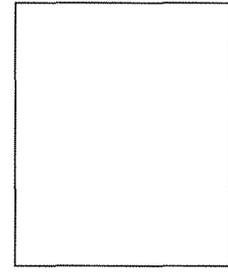
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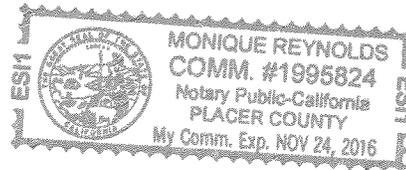
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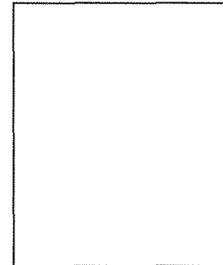
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