

**FIRST AMENDMENT**  
**TO AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS**  
**FOR CLASS 1 SUBDIVISION**  
**BETWEEN COUNTY, OWNER AND SUBDIVIDER**

**THIS FIRST AMENDMENT** to that certain Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider (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 **LANDSOURCE HOLDING COMPANY, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 25 Enterprise Drive, Suite 400, Aliso Viejo, California 92656, and whose local office address is 25124 Springfield Court, Suite 300, Valencia, California 91355 (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 1075 Creekside Ridge Drive, Suite 110, Roseville, California 95678-1936 (hereinafter referred to as "Subdivider"), concerning **WEST VALLEY VILLAGE, UNIT 6A** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 14<sup>th</sup> day of August, 2007;

**RECITALS**

**WHEREAS**, the Agreement requires Owner and Subdivider to complete the subdivision improvements thereunder on or before August 14, 2009, and Owner and Subdivider have not completed all of the improvements but have requested an extension of time to complete the subdivision improvements;

**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 for Board approval;

**WHEREAS**, Owner requested a reduction to the Performance Bond because the drainage, sewer, water, recycled water, and underground power and telephone improvements were eighty-five percent (85%) completed, and the street improvements were fifty-five percent (55%) completed, thus, the Performance Bond was reduced on April 29, 2008. The estimated costs of installing the improvements have changed, requiring amended cost exhibits and increased securities;

**WHEREAS**, the County's notice recipients and the County officer or employee 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 as follows:

Section 1 shall be amended to read as follows:

1. Make or cause to be made all those public improvements in Subdivision required by Section 16.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications and cost estimates entitled **IMPROVEMENT PLANS FOR WEST VALLEY VILLAGE UNIT 6A** which were approved by the County Engineer, Department of Transportation, on March 28, 2006. Attached hereto are Amended Exhibit A, marked "Amended Schedule of Street Improvements;" Amended Exhibit B, marked "Amended Schedule of Water Improvements;" Amended Exhibit C, marked "Amended Schedule of Sewer Improvements;" Amended Exhibit D, marked "Amended Schedule of Drainage Improvements;" Amended Exhibit E, marked "Amended Schedule of Recycled Water Improvements;" and Amended Exhibit F, marked "Amended Schedule of Underground Power and Telephone Improvements;" and the certificate, marked "Amended Certificate of Partial Completion of Subdivision Improvements," all of which are incorporated herein and made by reference a part hereof. The Amended Exhibits and Certificate of Partial Completion describe quantities, units and costs associated with the improvements to be made.

Section 3 is hereby amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before February 7, 2013.

Section 23 shall be amended to read as follows:

23. The estimated cost of installing all of the improvements is **FOUR MILLION FIVE HUNDRED NINETY-FOUR THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS AND 11/100 (\$4,594,832.11)**. The revised cost estimates shall be in accordance with the certificate marked, "Amended Certificate of Partial Completion of Subdivision Improvements," incorporated herein and made by reference a part hereof.

Section 29 shall be 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, California 95667

Attn.: Steve P. Kooyman, P.E.  
Acting Deputy Director,  
Engineering,  
Transportation Planning &  
Land Development Division

County Of El Dorado  
Department Of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Janel Gifford, P.E.  
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

LandSource Holding Company, LLC  
25124 Springfield Court, Suite 300  
Valencia, California 91355

Attn.: Jeffrey Lawhon, Vice President

or to such other location as Owner directs.

Notices to Subdivider shall be addressed as follows:

Lennar Communities, Inc.  
~~1075 Creekside Ridge Drive, Suite 110~~ 1420 Rocky Ridge DRIVE, Ste. 320  
Roseville, California ~~95678-1936~~ 95661

Attn.: Larry Gualco, Vice President

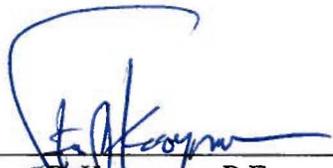
or to such other location as Subdivider directs.

Section 30 shall be amended to read as follows:

30. The County officer or employee with responsibility for administering this Agreement is Steve P. Kooyman, P.E., Acting Deputy Director, Engineering, Transportation Planning & Land Development, Department of Transportation, or successor.

Except as herein amended, all other parts and sections of that certain Agreement shall remain unchanged and in full force and effect.

**Contract Administrator Concurrence:**

By:   
Steve P. Kooyman, P.E.  
Acting Deputy Director, Engineering  
Transportation Planning &  
Land Development Division  
Department of Transportation

Dated: 1/7/13

**Requesting Department Concurrence:**

By:   
Kimberly A. Kerr, Interim Director  
Department of Transportation

Dated: 1/8/13

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this First Amendment.

-- COUNTY OF EL DORADO --

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

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

Board of Supervisors  
"County"

Attest:

~~Terri Daly~~ **JAMES S. MITRISIN**  
~~Acting~~ Clerk of the Board of Supervisors

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

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

Deputy Clerk

**"OWNER"**  
**LANDSOURCE HOLDING COMPANY, LLC**  
**A Delaware Limited Liability Company**

By: LandSource Holding Company, LLC  
A Delaware Limited Liability Company

By: Newhall Land Development, LLC  
A Delaware Limited Liability Company  
its Sole Member

By: Newhall Holding Company, LLC  
A Delaware Limited Liability Company,  
its Manager

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

Dated: 10/19/12

Jeffrey Lawhon  
Vice President

**OWNER**

**ACKNOWLEDGMENT**

State of California

County of Los Angeles

On December 10, 2012 before me, Mary Alexander, Notary Public,  
(here insert name and title of the officer)

personally appeared Jeffrey R. Lawhon

personally known to me (or 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.

Signature Mary Alexander



**“SUBDIVIDER”  
LENNAR COMMUNITIES, INC.  
A California Company**

By: Lennar Homes of California, Inc.  
A California Corporation  
Its California Manager

By:   
Larry Gualco  
Vice President

Dated: 10/17/12

By: \_\_\_\_\_  
Corporate Secretary

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

**"SUBDIVIDER"**  
**LENNAR COMMUNITIES, INC.**  
**A California Company**

By: Lennar Homes of California, Inc.  
A California Corporation  
Its California Manager

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Larry Gualco  
Vice President

By: Paul Keith Dated: 12/19/12  
~~Corporate Secretary~~  
VP / Division Controller

**SUBDIVIDER**

**ACKNOWLEDGMENT**

State of California

County of Placer

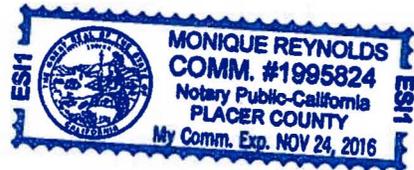
On 12/7/12 before me, Monique Reynolds, Notary Public  
(here insert name and title of the officer)

personally appeared Larry Gualco

~~personally known to me~~ (or 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~~<sup>they</sup> executed the same in his/~~her~~<sup>their</sup> authorized capacity(~~s~~), and that by his/~~her~~<sup>their</sup> 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.

Signature Monique Reynolds



(Seal)

**SUBDIVIDER**

**ACKNOWLEDGMENT**

State of California

County of Placer

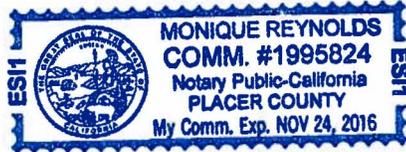
On 12/19/12 before me, Monique Reynolds, Notary Public  
(here insert name and title of the officer)

personally appeared Earl Keith

~~personally known to me~~ (or 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.

Signature Monique Reynolds



(Seal)

**Amended Exhibit A**

**Amended Schedule of Street Improvements**

Owner and Subdivider agree to improve all streets and roads for dedication upon the final map in the **West Valley Village, Unit 6A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Street Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
3" AC	116,248	SF	\$ 1.56	\$ 181,346.88
8" AB	116,248	SF	\$ 1.80	\$ 209,246.40
3" AC (temporary access road)	20,541	SF	\$ 1.56	\$ 32,043.96
8" AB (temporary access road)	20,541	SF	\$ 1.80	\$ 36,973.80
Type 1 Rolled Curb & Gutter including 4" AB	7,201	LF	\$ 18.00	\$ 129,618.00
Type 2 Vertical Curb & Gutter including 4" AB	1,477	LF	\$ 21.60	\$ 31,903.20
Sidewalk including 4" AB	32,084	SF	\$ 6.00	\$ 192,504.00
Extra for Handicapped Ramp	22	EA	\$ 1,200.00	\$ 26,400.00
Barricade	4	EA	\$ 1,800.00	\$ 7,200.00
Stop Sign and Pavement Markings	2	EA	\$ 3,000.00	\$ 6,000.00
Street Sign	9	EA	\$ 600.00	\$ 5,400.00

**Amended Subtotal for Street Improvements: \$ 858,636.24**

**Amended Exhibit B**

**Amended Schedule of Water Improvements**

Owner and Subdivider agree to install the water supply and distribution system in the **West Valley Village, Unit 6A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Water Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
8" Line including Fittings - Water	3,173	LF	\$ 48.00	\$ 152,304.00
12" Line including Fittings - Water	1,164	LF	\$ 78.00	\$ 90,792.00
8" Gate Valve - Water	13	EA	\$ 1,080.00	\$ 14,040.00
12" Gate Valve - Water	2	EA	\$ 1,680.00	\$ 3,360.00
12" x 8" Reducer	1	EA	\$ 840.00	\$ 840.00
Fire Hydrant	8	EA	\$ 3,000.00	\$ 24,000.00
1" Air Release Valve - Water	5	EA	\$ 1,440.00	\$ 7,200.00
4" Blow Off Valve - Water	1	EA	\$ 2,400.00	\$ 2,400.00
2" Blow Off Valve - Water	3	EA	\$ 1,200.00	\$ 3,600.00
Service - Water	86	EA	\$ 1,080.00	\$ 92,880.00
Connect to E Water Line	7	EA	\$ 1,800.00	\$ 12,600.00

**Amended Subtotal for Water Improvements: \$ 404,016.00**

## Amended Exhibit C

### Amended Schedule of Sewer Improvements

Owner and Subdivider agree to install the sanitary sewer collection and disposal system in the **West Valley Village, Unit 6A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Sewer Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
6" Line - Sewer	4,052	LF	\$ 54.00	\$ 218,808.00
Std. 48" SS Manhole	11	EA	\$ 3,720.00	\$ 40,920.00
Std. 48" SS Manhole w/ Lining	4	EA	\$ 7,920.00	\$ 31,680.00
Std. 60" SS Manhole w/ Lining	1	EA	\$ 15,000.00	\$ 15,000.00
Gravity Service - Sewer	91	EA	\$ 1,500.00	\$ 136,500.00
Backwater Valves	54	EA	\$ 828.00	\$ 44,712.00
Cleanout	5	EA	\$ 600.00	\$ 3,000.00
Connect to E Sewer Line	5	EA	\$ 3,600.00	\$ 18,000.00
T.V. Sewers	4,052	LF	\$ 2.40	\$ 9,724.80

**Amended Subtotal for Sewer Improvements: \$ 518,344.80**

**Amended Exhibit D**

**Amended Schedule of Drainage Improvements**

Owner and Subdivider agree to install the drainage improvements in the **West Valley Village, Unit 6A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Drainage Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
12" Storm Drain	387	LF	\$ 48.00	\$ 18,576.00
18" Storm Drain	1,826	LF	\$ 54.00	\$ 98,604.00
24" Storm Drain	961	LF	\$ 60.00	\$ 57,660.00
30" F.E.S.	1	EA	\$ 600.00	\$ 600.00
CP Model 4A D.I. w/6 Y Gallery + 48" Manhole Base	2	EA	\$ 2,400.00	\$ 4,800.00
CP Model 4A D.I. w/ Reinforcement	2	EA	\$ 2,760.00	\$ 5,520.00
CP Model 4A D.I. w/ 48" Manhole Base	12	EA	\$ 4,800.00	\$ 57,600.00
Standard 48" Manhole	14	EA	\$ 4,200.00	\$ 58,800.00
Standard 48" Manhole w/ Eccentric Cone	5	EA	\$ 5,400.00	\$ 27,000.00
Connect to E Drain Line	1	EA	\$ 600.00	\$ 600.00
TV Storm Drains	3,443	LF	\$ 2.40	\$ 8,263.20
Standard Grated Inlet	2	EA	\$ 2,160.00	\$ 4,320.00

**Amended Subtotal for Drainage Improvements: \$ 342,343.20**

**Amended Exhibit E**

**Amended Schedule of Recycled Water Improvements**

Owner and Subdivider agree to install the recycled water and distribution system in the **West Valley Village, Unit 6A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Recycled Water Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
6" Line incl Fittings - Recycled Water	4,653	LF	\$ 42.00	\$ 195,426.00
6" Gate Valve - Recycled Water	19	EA	\$ 960.00	\$ 18,240.00
1" Air Release Valve - Recycled Water	5	EA	\$ 1,440.00	\$ 7,200.00
2" Blow Off Valve - Recycled Water	4	EA	\$ 1,200.00	\$ 4,800.00
Service - Recycled Water	86	EA	\$ 1,080.00	\$ 92,880.00
Connect to E Recycled Water Line	7	EA	\$ 1,800.00	\$ 12,600.00
<b>Amended Subtotal for Recycled Water Improvements:</b>				<b>\$ 331,146.00</b>

**Amended Exhibit F**

**Amended Schedule of Underground Power and Telephone Improvements**

Owner and Subdivider agree to install the utility improvements in the **West Valley Village, Unit 6A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Underground Power and Telephone Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Mainline Trenching	75	LOT	\$ 1,920.00	\$ 144,000.00
Conduit and Boxes	75	LOT	\$ 1,440.00	\$ 108,000.00
Wiring and Transformers	75	LOT	\$ 1,440.00	\$ 108,000.00
Utility Services	75	LOT	\$ 9,600.00	\$ 720,000.00
<b>Amended Subtotal for Underground Power and Telephone Improvements:</b>				<b>\$ 1,080,000.00</b>

**Amended Certificate of Partial Completion of Subdivision Improvements**

I hereby certify that the following cost estimates have been revised to reflect the current economy and that improvements for **West Valley Village Unit 6A Subdivision, TM 99-1359-6A** have been completed, to wit:

	<b>Total Amount</b>	<b>Percent Complete</b>	<b>Remaining Amount</b>
Street Improvements	\$ 858,636.24	47.64%	\$ 449,581.94
Water Improvements	\$ 404,016.00	94.45%	\$ 22,422.89
Sewer Improvements	\$ 518,344.80	82.97%	\$ 88,274.12
Drainage Improvements	\$ 342,343.20	94.62%	\$ 18,418.06
Recycled Water Improvements	\$ 331,146.00	94.44%	\$ 18,411.72
Underground Power & Telephone Improvements	\$ 1,080,000.00	67.87%	\$ 347,004.00
Bond Enforcement (2%)	\$ 70,689.72	0%	\$ 70,689.72
Construction Staking (4%)	\$ 141,379.45	73.29%	\$ 37,762.45
Construction Management (10%)	\$ 353,448.62	73.29%	\$ 94,406.13
Contingency (10%)	\$ 353,448.62	0%	\$ 353,448.62
Inspection (4%)	\$ 141,379.45	73.29%	\$ 37,762.45
<b>Total</b>	<b>\$ 4,594,832.11</b>		<b>\$ 1,538,182.10</b>

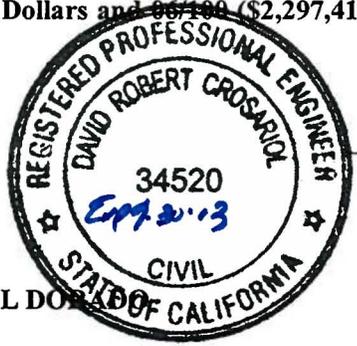
I estimate the revised total cost of completing the improvements agreed to be performed by the Owner and Subdivider to be **Four Million Five Hundred Ninety-Four Thousand Eight Hundred Thirty-Two Dollars and 11/100 (\$4,594,832.11)**.

I estimate the revised total cost of completing the remainder of the improvements to be **One Million Five Hundred Thirty-Eight Thousand One Hundred Eighty-Two Dollars and 10/100 (\$1,538,182.10)** and the revised cost of the completed work to be **Three Million Fifty-Six Thousand Six Hundred Fifty Dollars and 01/100 (\$3,056,650.01)**.

The revised amount of the Performance Bond is **One Million Eight Hundred Forty-Three Thousand Eight Hundred Forty-Seven Dollars and 10/100 (\$1,843,847.10)**, representing a reduction of 90% of the revised cost estimate for the work completed.

The revised amount of the Laborers and Materialsmen Bond is **Two Million Two Hundred Ninety-Seven Thousand Four Hundred Sixteen Dollars and 05/100 (\$2,297,416.06)**, which is 50% of the revised Total Cost of the Improvements.

DATED: 10/5/12



  
 David R. Crosarial, RCE 34520  
 CTA Engineering & Surveying  
 3233 Monier Circle  
 Rancho Cordova, CA 95742

ACCEPTED BY COUNTY OF EL DORADO

DATED: 11/7/13

  
 Steve P. Kooyman, P.E.  
 Acting Deputy Director, Engineering  
 Transportation Planning & Land  
 Development Division

Rider #1  
West Valley Village Unit 6A, TM 99-1359-6A

### RIDER

To be attached and form part of:

Bond Number 94-89-05  
dated June 13, 2007

issued by the National Union Fire Insurance Company of Pittsburgh, Pa.  
(Surety)  
in the amount of \$3,465,604.21 – Performance Bond;  
\$2,226,726.32 – Laborers and Materialmens Bond

on behalf of Lennar Communities, Inc.  
(Principal)

and in favor of County of El Dorado, California  
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the referenced bond shall be amended as follows:

<b>Bond amount amended as follows, respectively:</b>	
<b>Performance Bond</b>	<b>Laborers and Materialmens Bond</b>
<b>From: \$3,465,604.21</b>	<b>From: \$2,226,726.32</b>
<b>To: \$1,843,847.10</b>	<b>To: \$2,297,416.06</b>

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

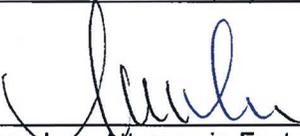
This Rider is to be Effective this 1st day of November, 2012.

Signed, Sealed and Dated this 30th day of October, 2012.

Lennar Communities, Inc., a California corporation  
(Principal)

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

National Union Fire Insurance Company of Pittsburgh, Pa.  
(Surety)

By:  \_\_\_\_\_  
Irene Lau, Attorney-in-Fact

**Acknowledged and approved:**

County of El Dorado \_\_\_\_\_

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



**POWER OF ATTORNEY**

**American Home Assurance Company  
National Union Fire Insurance Company of Pittsburgh, PA.**  
Principal Bond Office: 175 Water Street, New York, NY 10038

**Power No. 28749**

**No. 05-B-34748**

**KNOW ALL MEN BY THESE PRESENTS:**

That American Home Assurance Company, a New York corporation; and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

**---Irene Lau, Kathy R. Mair, Mechelle Larkin: of Newport Beach, California---**

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

**IN WITNESS WHEREOF**, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 18th day of July, 2012



Anthony Romano, Vice President

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

On this 18th day of July, 2012 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

**JULIANA HALLENBECK**  
Notary Public - State of New York  
No. 01HA8125871  
Qualified in Bronx County  
My Commission Expires April 18, 2013

**CERTIFICATE**

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

**"RESOLVED**, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

**"RESOLVED**, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

**"RESOLVED**, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the facsimile seal of each corporation

**OCT 30 2012**

this day of



Denis Butkovic, Secretary

65166 (4/96)

**SUBDIVIDER**

**ACKNOWLEDGMENT**

State of California

County of Placer

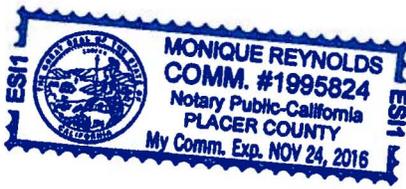
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(here insert name and title of the officer)

personally appeared Larry Gualco

~~personally known to me~~ (or 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.

Signature Monique Reynolds



(Seal)