

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 WINNCREST, LLC**, a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 1025 Creekside Ridge Drive, Suite 240, Roseville, California 95678 (hereinafter referred to as “Owner”); concerning **BELL RANCH – UNIT 1, TM96-1321-R** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 17th day of December, 2019.

RECITALS

WHEREAS, County, and Owner entered into that certain Subdivision Improvements Agreement on December 17, 2019, and entered into the First Amendment to the Agreement on November 29, 2021 in connection with the Subdivision, copy of which Agreement and First Amendment are incorporated herein and made by reference a part hereof (hereinafter referred to as “Agreement”);

WHEREAS, the Agreement requires Owner to complete the subdivision improvements thereunder on or before December 17, 2022, and Owner has not completed all of the improvements but has requested an extension of time to complete the subdivision improvements on or before December 17, 2023, subject to the terms and conditions contained herein; and

WHEREAS, County’s address and notices to parties recipients have changed, amending Section 27; and

WHEREAS, the County officer or employee with responsibility for administering this Agreement has changed, amending Section 28;

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 First Amendment to read as follows:

I. Section 3 is amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before December 17, 2023.

II. Section 27 is hereby amended to read as follows:

27. 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.: Adam Bane, P.E.
Supervising Civil Engineer
Transportation Planning
and Land Development

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

Attn.: Lindsay Tallman
Administrative Analyst

or to such other locations as County directs.

Notices to Owner shall be addressed as follows:

Lennar Winncrest, LLC
1025 Creekside Ridge Drive, Suite 240
Roseville, California 95678

Attn.: Mr. Sean MacDiarmid
Project Manager

III. Section 28 is hereby amended to read as follows:

28. The County Officer or employee with responsibility for administering this Agreement is Adam Bane, P.E., Supervising Civil Engineer, Transportation Planning and Land Development, Department of Transportation, or successor.

Except as herein amended, all other parts and sections of that certain Agreement dated December 17, 2019, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____

Adam Bane, P.E.
Supervising Civil Engineer
Transportation Planning
and Land Development

Dated: _____

Requesting Department Concurrence:

By: _____

Rafael Martinez, Director
Department of Transportation

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First 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:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- LENNAR WINNCREST, LLC --
-- a Delaware Limited Liability Company --

By: Lennar Homes of California, LLC
a California Limited Liability Company
a Managing Member

By: _____
Larry Gualco
Vice President
"Owner"

Dated: _____

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 _____

On _____ before me, _____,
(insert name and title of the officer)

personally appeared

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 _____

(Seal)