

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 **TOLL LAND XXIII Limited Partnership, a California Limited Partnership**, duly qualified to conduct business in the State of California, whose principal place of business is 3103 Philmont Avenue, Huntingdon Valley, Pennsylvania 19006 and whose local office address is 1361 Elmores Way, El Dorado Hills, California 95762 (hereinafter referred to as "Owner"), concerning **The Promontory Village No. 5 - Unit 2** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 25th day of April, 2006;

RECITALS

WHEREAS, County and Owner entered into that certain Subdivision Improvement Agreement on April 25, 2006, and entered into the First Amendment to the Agreement on January 13, 2009, in connection with the Subdivision, copies of which Agreement and First Amendment are incorporated herein and made by reference a part hereof;

WHEREAS, Section 2 of the Agreement as amended required Owner to complete the subdivision improvements thereunder on or before April 25, 2009;

WHEREAS, Owner has not completed all of the improvements, but has requested an extension of time to April 25, 2010 to complete the subdivision improvements;

WHEREAS, County has agreed to the extension of time to complete the subdivision improvements subject to the terms and conditions contained herein;

WHEREAS, one of County's notices recipients has changed;

WHEREAS, County's Contract Administrator has changed;

NOW, THEREFORE, the parties hereto, in consideration of the recitals, terms and conditions herein, do hereby agree to amend the terms of the Agreement in this Second Amendment to read as follows:

2. Complete said improvements on or before April 25, 2010.

25. 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: Eileen Crawford
Supervising Civil Engineer

County Of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn: Tim Prudhel
Contract Services Officer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

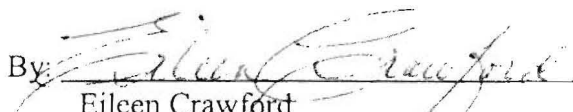
TOLL LAND XXIII LIMITED PARTNERSHIP
1361 Elmores Way
El Dorado Hills, California 95762
Attn.: Mark O. Davis

or to such other location as Owner directs.

26. The County officer or employee with responsibility for administering this Agreement is Eileen Crawford, Supervising Civil Engineer, Transportation Planning and Land Development Division, Department of Transportation, or successor.

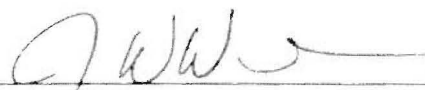
Except as herein amended, all other parts and sections of that certain Subdivision Improvement Agreement dated April 25, 2006, and the First Amendment to the Agreement shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
Eileen Crawford
Supervising Civil Engineer
Transportation Planning &
Land Development Division
Department of Transportation

Dated: June 2, 2009


Requesting Department Concurrence:

By: 
James W. Ware, P.E.
Director of Transportation

Dated: June 2, 2009

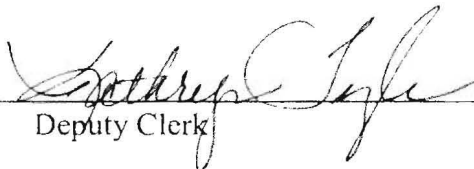
IN WITNESS WHEREOF, the parties have executed this Second Amendment to that certain Subdivision Improvement Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Second Amendment.

-- COUNTY OF EL DORADO --

By: 
RON BRIGGS
Board of Supervisors
"County"

Dated: 6-30-09

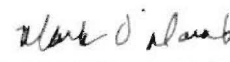
Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 6-30-09

-- TOLL LAND XXIII LIMITED PARTNERSHIP --
A California Limited Partnership

By: TOLL CA GP Corp.,
A California Corporation
its General Partner

By: 
Mark O. Davis
Vice President

Dated: 5-21-09

OWNER

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT


State of California)

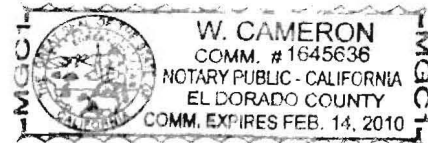
)ss.

County of EL DORADO)

On MAY 21, 2009 before me, W. CAMERON, Notary Public, personally appeared MARK O. DAVIS, who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x) on the instrument the person(x), or the entity upon behalf of which the person(x) 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)



CERTIFICATE OF GENERAL PARTNER

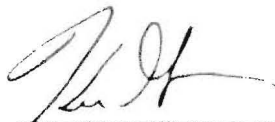
I, Kenneth J. Greenspan, Assistant Secretary of Toll CA GP Corp., a California corporation (the "Corporation"), do hereby certify and confirm that:

1. The Corporation is the general partner (the "General Partner") of the limited partnerships listed on **Exhibit A** attached hereto (collectively, the "Partnerships"), and as General Partner is authorized to make decisions and act on behalf of the Partnerships; and

2. The following officers are duly appointed to the offices next to their names and are individually authorized, empowered and directed to execute and deliver, on behalf of the Corporation in its capacity as General Partner of the Partnerships, any agreement, application or any other document with respect to the applications for any and all permits, zoning, subdivision approvals and construction matters, including, but not limited to, utility documents and Department of Real Estate documents, which are to be applied for by the Partnerships, and any agreement, deed, or any other document with respect to the sale or conveyance of individual homes, units or lots owned by the Partnerships, upon such terms and conditions as they deem appropriate and in the best interest of the Corporation and the Partnerships:

Thomas A. Argyris, Jr.	Regional President
James W. Boyd	Regional President
Richard T. Hartman	Regional President
Kevin D. Duermit	Group President
J. Desmond Bunting	Division President
Richard M. Nelson	Division President
Charles B. Raddatz	Division President
Alan E. Euvrard	Division Senior Vice President
Mark O. Davis	Division Vice President
Sheila N. McGuire	Division Vice President
Charles W. Templeton	Division Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 27th day of May, 2009.



Kenneth J. Greenspan
Assistant Secretary

EXHIBIT A

Sorrento at Dublin Ranch I LP
Sorrento at Dublin Ranch II LP
Sorrento at Dublin Ranch III LP
Toll CA, L.P.
Toll CA II, L.P.
Toll CA III, L.P.
Toll CA IV, L.P.
Toll CA V, L.P.
Toll CA VI, L.P.
Toll CA VII, L.P.
Toll CA VIII, L.P.
Toll CA IX, L.P.
Toll CA X, L.P.
Toll CA XI, L.P.
Toll CA XII, L.P.
Toll CA XIII, L.P.
Toll CA XIV, L.P.
Toll CA XV, L.P.
Toll CA XVI, L.P.
Toll CA XVII, L.P.
Toll CA XVIII, L.P.
Toll CA XIX, L.P.
Toll Land XIX Limited Partnership
Toll Land XX Limited Partnership
Toll Land XXII Limited Partnership
Toll Land XXIII Limited Partnership
Toll Stonebrae LP