

ORIGINAL

5  
2-4-14

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

**THIS THIRD 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 **K. HOVNIANIAN AT BLACKSTONE, LLC**, a California limited liability company, whose principal place of business is 1375 Exposition Blvd., Suite 300, Sacramento, California 95815 (hereinafter referred to as "Successor 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 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 originally required Landsource Holding Company, LLC, the then owner, and Subdivider to complete the subdivision improvements thereunder on or before August 14, 2009;

**WHEREAS**, on January 29, 2013, the Board of Supervisors approved First Amendment to Agreement 07-1457, 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; on February 4, 2014, the Board of Supervisors approved the Second Amendment to Agreement 07-1457, to extend the time for completion of the subdivision improvements to February 7, 2014;

**WHEREAS**, Landsource Holding Company, LLC entered into an Assignment and Assumption Agreement (Unit 6A, Blackstone) with Successor Owner, K. Hovnianian at Blackstone, LLC, and transferred ownership of West Valley Village, Unit 6A to Successor Owner on December 20, 2013;

**WHEREAS**, Landsource Holding Company, LLC and Subdivider did not complete all of the improvements, and prior to December 20, 2013 requested an extension of time to complete the improvements subject to the terms and conditions contained herein, to February 7, 2015;

**WHEREAS**, One of County's notice recipients for this Agreement has changed; and

**WHEREAS**, Subdivider, 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 Third Amendment as follows:

All references in the Agreement, as amended, to Owner, Landsource Holding Company, LLC, shall now refer to Successor Owner, K. Hovnanian at Blackstone, LLC, a California limited liability company; and

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

3. Complete the Subdivision improvements contemplated under this Agreement on or before February 7, 2015.

**Section 29 is hereby 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  
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  
Transportation Division  
2850 Fairlane Court  
Placerville, California 95667  
  
Attn.: Dave Spiegelberg  
Senior Civil Engineer

or to such other location as County directs.

Notices to Successor Owner shall be addressed as follows:

K. Hovnanian Homes  
1375 Exposition Blvd., Suite 300  
Sacramento, California 95815  
  
Attn.: Joseph H. Killinger  
Division President

or to such other location as Successor Owner directs.

Notices to Subdivider shall be addressed as follows:

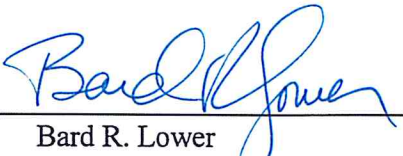
Lennar Homes of California, Inc.  
1420 Rocky Ridge Drive, Suite 320  
Roseville, California 95661

Attn.: Larry Gualco, Vice President

or to such other location as Subdivider directs.

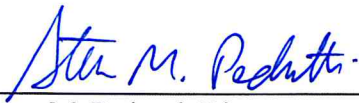
Except as herein amended, all other parts and sections of that certain Agreement dated August 14, 2007, as thereafter amended, shall remain unchanged and in full force and effect.

**Requesting Division and Contract Administrator Concurrence:**

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

Dated: 5/7/14

**Requesting Department Concurrence:**

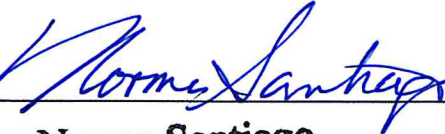
By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 5/8/14



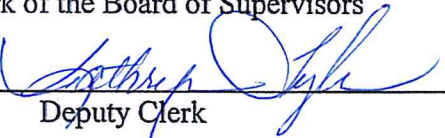
IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By:   
**Norma Santiago**  
Board of Supervisors  
"County"

Dated: 5-12-14  
*Board date 2-4-14*

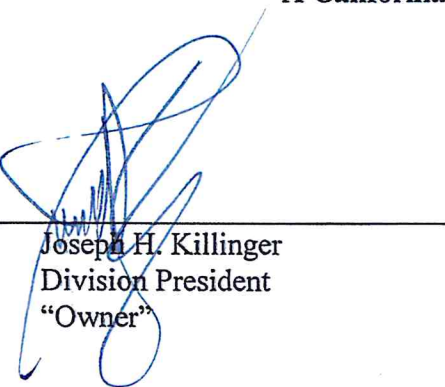
Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 5-12-14  
*Board date 2-4-14*

-- K. HOVNANIAN AT BLACKSTONE LLC --


A California Limited Liability Company

By:   
Joseph H. Killinger  
Division President  
"Owner"

Dated: 4/15/14

--LENNAR COMMUNITIES, INC.--

A California Corporation

By:   
Larry Gualco  
Vice President  
"Subdivider"

Dated: 3/26/14

By:   
Earl Keith  
Vice President/  
Division Controller

Dated: 3/26/14

OWNER

ACKNOWLEDGMENT

State of California

County of Sacramento

On 4/15/14 before me, CORIN C. ELVICK  
(here insert name and title of the officer)

personally appeared Joseph H. Killinger, Div. Pres

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

*[Handwritten Signature]*



(Seal)

**SUBDIVIDER**

**ACKNOWLEDGMENT**

State of California

County of Placer

On 3/27/14 before me, Monique Reynolds, Notary Public.  
(here insert name and title of the officer)

personally appeared Larry Gualco and  
Earl Keith

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 Monique Reynolds



(Seal)