

**FIRST AMENDMENT TO
OFFSITE ROAD IMPROVEMENT AGREEMENT FOR NORTH SILVER DOVE
WAY, BETWEEN COUNTY AND THE DEVELOPER**

THIS FIRST AMENDMENT, to that certain Road Improvement Agreement (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 1420 Rocky Ridge Drive, Suite 320, Roseville, California 95661 (hereinafter referred to as “Developer”); concerning the offsite road and drainage improvements for the **NORTH SILVER DOVE WAY PROJECT** (hereinafter referred to as “Project”); in accordance with the improvement plans entitled **North Silver Dove Way, TM 00-1371-R / TM 00-1371-E** and cost estimates prepared by CTA Engineering & Surveying, Brian M. Allen, P.E., Registered Civil Engineer, and approved by Adam Bane, Senior Civil Engineer, Development/Right of Way/Environmental, Department of Transportation (hereinafter referred to as “Transportation”).

RECITALS

WHEREAS, County, and Developer entered into that certain Road Improvement Agreement on May 22, 2018, in connection with the Project, copy of which Agreement is incorporated herein and made by reference a part hereof;

WHEREAS, Section 3, entitled TIME, of the Agreement, requires Developer to complete the offsite improvements thereunder on or before May 21, 2020, and Developer 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 May 21, 2021;

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.** All references to Community Development Services, Department of Transportation throughout the Agreement are substituted with Department of Transportation.
- II.** Section 3 is amended to read as follows:

SECTION 3. TIME

Developer shall cause the commencement of the items of work after County’s approval of the plans for the Project (which plans were approved on February 27, 2018) and shall complete the Project on or before May 21, 2021, subject to extensions for delays not within the control of the Developer. Construction activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 8:00 a.m. and 5:00 p.m. on weekends and federally recognized holidays.

Except as herein amended, all other parts and sections of that certain Agreement dated May 22, 2018, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Andrew S. Gaber, P.E.
Deputy Director
Development/ROW/Environmental
Department of Transportation

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 Road 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, Inc.
a California Corporation
a Managing Member

By: _____
Larry Gualco
Vice President
"Developer"

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, _____,
(here 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)