

ORIGINAL

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

THIS SIXTH AMENDMENT, to that certain Agreement to Make Subdivision Improvements for Class I 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. HOVNANIAN AT BLACKSTONE, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 3721 Douglas Boulevard, #150, Roseville, California 95661 (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 1420 Rocky Ridge Drive, Suite 320, Roseville, California 95661 (hereinafter referred to as “Subdivider”), concerning **WEST VALLEY VILLAGE, UNIT 6C** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 11th day of December, 2007.

RECITALS

WHEREAS, County, Owner and Subdivider entered into that certain Subdivision Improvements Agreement on December 11, 2007, and entered into the First Amendment to the Agreement on January 29, 2013, entered into the Second Amendment to the Agreement on February 4, 2014, entered into the Third Amendment to Agreement on May 12, 2014, entered into the Fourth Amendment to Agreement on January 27, 2015, and entered into the Fifth Amendment to the Agreement on April 4, 2016 in connection with the Subdivision, copy of which Agreement is incorporated herein and made by reference a part hereof;

WHEREAS, the Agreement, as amended, requires Owner and Subdivider to complete the subdivision improvements thereunder on or before February 7, 2017, and Owner and Subdivider have not completed all of the improvements but have requested an extension of time to complete the subdivision improvements subject to the terms and conditions contained herein, to February 7, 2019;

WHEREAS, one of County’s notice recipients with responsibility for administering this Agreement 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 Sixth Amendment to read as follows:

- I. All references to Community Development Agency, Transportation Division throughout the Agreement are substituted with Community Development Services, Department of Transportation.

II. Section 3 is amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before February 7, 2019.

III. Section 29 is 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 Services
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

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

Attn.: Andrew S. Gaber, P.E.
Deputy Director
Development/ROW/Environmental

Attn.: Adam Bane, P.E.
Senior Civil Engineer

or to such other location as County directs.

Notices to Successor Owner shall be addressed as follows:

K. Hovnanian at Blackstone, LLC
3721 Douglas Boulevard #150
Roseville, California 95661

Attn.: Mike Wyatt
Northern California 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 December 11, 2007, as thereafter amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

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

Dated: MAY 21, 2018

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Community Development Services
Department of Transportation

Dated: 5/24/18

IN WITNESS WHEREOF, the parties hereto have executed this Sixth 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: 
Board of Supervisors
"County"

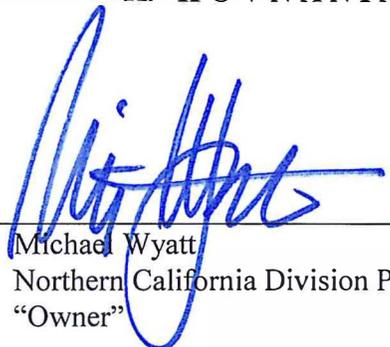
Dated: 6/26/2018

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

By: 
Deputy Clerk

Dated: 6/26/2018

--K. HOVNANIAN AT BLACKSTONE, LLC--

By: 
Michael Wyatt
Northern California Division President
"Owner"

Dated: 4/20/2019

--LENNAR COMMUNITIES, INC.--

A California Corporation

By: _____



Larry Gualco
Vice President
"Subdivider"

Dated: _____

April 20, 2018

Notary Acknowledgments 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

SACRAMENTO

On APRIL 20, 2018 before me, ROSA CATANZARO, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared MICHAEL WYATT,

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)

SUBDIVIDER

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 Placer

On April 20, 2018 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

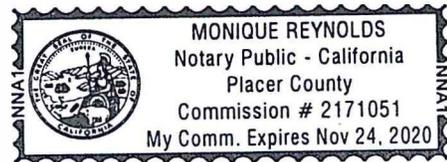
personally appeared Larry Gualeo

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/s/he/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)