

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

THIS THIRD 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 HOMES OF CALIFORNIA, INC.**, a corporation, 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 **HAWK VIEW – UNIT 1, TM 00-1371-R/TM 00-1371-E** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 9th day of October, 2018.

RECITALS

WHEREAS, County, and Owner entered into that certain Subdivision Improvements Agreement on October 9, 2018, entered into the First Amendment to the Agreement on August 17, 2020, and entered into the Second Amendment to the Agreement on September 28, 2021 in connection with the Subdivision, copy of which Agreement, First Amendment, and Second Amendment are incorporated herein and made by reference a part hereof (hereinafter referred to as “Agreement”);

WHEREAS, Lennar Homes of California, Inc., a California corporation converted to Lennar Homes of California, LLC, a California limited liability company on January 31, 2022 (“Conversion”) by the filing of Articles of Conversion with the Secretary of State of California pursuant to and in accordance with the California Corporation Code;

WHEREAS, Lennar Homes of California, Inc. assigned all of its rights, title, and interest in the Hawk View – Unit 1 project to Lennar Homes of California, LLC effective January 31, 2022;

WHEREAS, by operation of this Conversion, Lennar Homes of California, LLC shall assume all of Lennar Homes of California, Inc.’s duties, responsibilities, and obligations, including insurance and indemnity obligations, performed under the terms and conditions of the Agreement, including, but not limited to, any liabilities or obligations for work performed prior to the effective date of the acquisition;

WHEREAS, the parties hereto desire to amend the Agreement to change all references from Lennar Homes of California, Inc. to Lennar Homes of California, LLC;

WHEREAS, the Agreement, as amended, requires Owner to complete the subdivision improvements thereunder on or before October 9, 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 October 9, 2023, subject to the terms and conditions contained herein;

WHEREAS, notice to parties notice recipients have changed, amending Section 27;

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 Third Amendment to read as follows:

I. All references to Lennar Homes of California, Inc. are substituted with Lennar Homes of California, LLC.

II. Section 3 is hereby amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before October 9, 2023.

III. 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, CA 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, CA 95667

Attn.: Lindsay Tallman
Administrative Analyst

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

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

Attn.: Mr. Sean MacDiarmid
Project Manager


or to such other location as Owner directs.

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 October 9, 2018 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 9-20-22
Adam Bane, P.E.
Supervising Civil Engineer
Transportation Planning
and Land Development
Department of Transportation

Requesting Department Concurrence:

By:  Dated: 9/20/22
Rafael Martinez, Director
Department of Transportation

IN WITNESS WHEREOF, the parties hereto have executed this Third 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: 9-23-22

Board of Supervisors
"County"


Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 9-23-22

--LENNAR HOMES OF CALIFORNIA, LLC--
-- a California limited liability company --

Lennar Homes of California, LLC,
a California limited liability company
A successor-in-interest by conversion to Lennar Homes of California, Inc.

By: 
Larry Gualco
Sr. Vice President
"Owner"

Dated: 8/29/22

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 PLACER

On AUGUST 29, 2012 before me, ROSA CATANZARO, Notary Public
(insert name and title of the officer)

personally appeared

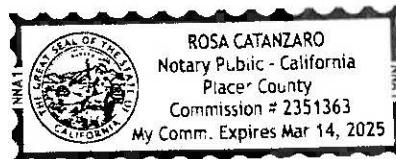
LARRY GUALCO

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 Rosa Catanzaro



(Seal)