

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

THIS FIRST AMENDMENT to that certain Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner (hereinafter referred to as "Subdivision Improvement 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 3** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 22nd day of August, 2006;

RECITALS

WHEREAS, County and Owner entered into that certain Subdivision Improvement Agreement on August 22, 2006, in connection with the Subdivision, a copy of which is incorporated herein and made by reference a part hereof;

WHEREAS, Section 3 of the Subdivision Improvement Agreement required Owner to complete the subdivision improvements thereunder no later than August 22, 2008;

WHEREAS, Owner has not completed all of the improvements, but has requested an extension of time to August 22, 2009 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;

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

3. Complete the Subdivision improvements contemplated under this Agreement on or before August 22, 2009.

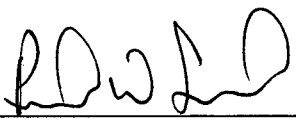
Except as herein amended, all other parts and sections of that certain Subdivision Improvement Agreement dated August 22, 2006, shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
James W. Ware
Deputy Director of Engineering,
Transportation Planning and
Land Development Division
Department of Transportation

Dated: 10/23/08

Requesting Department Concurrence:

By: 
Richard W. Shepard, P.E.
Director of Transportation

Dated: 10/24/08

IN WITNESS WHEREOF, the parties have executed this First 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 Amendment.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

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

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

By: Mark O. Davis

Mark O. Davis
Vice President

Dated: 11-19-08

OWNER

State of California

County of El Dorado

On 11-19-08 before me, W. Cameron, notary public
(here insert name and title of the officer)

personally appeared

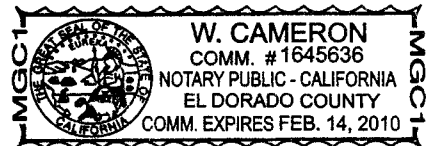
Mark O. Davis

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 *W. Cameron*



(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
Glen H. Martin	Group President
J. Desmond Bunting	Division President
Richard M. Nelson	Division President
Charles B. Raddatz	Division President
Alan E. Euvrard	Division Senior Vice President
Robert D. Frakes	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 7th day of November, 2008.



Kenneth J. Greenspan
Assistant Secretary

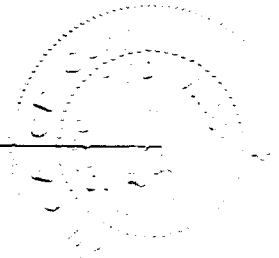


EXHIBIT A

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