

ORIGINAL

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

THIS SIXTH 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 **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 8125 Trevi 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 Improvements Agreement on August 22, 2006, entered into the First Amendment to the Agreement on January 13, 2009; entered into the Second Amendment to the Agreement on March 16, 2010; entered into the Third Amendment to the Agreement on June 10, 2014; entered into the Fourth Amendment to the Agreement on August 12, 2014; and entered into the Fifth Amendment to the Agreement on September 1, 2015 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 to complete the subdivision improvements thereunder on or before August 22, 2016, and Owner 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 August 22, 2018;

WHEREAS, one of County’s notice recipient 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 August 22, 2018.

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
Community Development Services
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

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

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

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

or to such other location as County directs.

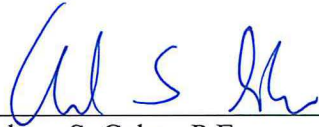
Notices to Owner shall be addressed as follows:

Toll Land XXIII Limited Partnership
8125 Trevi Way
El Dorado Hills, CA 95762
Attn.: Seth Ring
Group President

or to such other location as Owner directs.


Except as herein amended, all other parts and sections of that certain Agreement dated August 22, 2006, 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: April 18, 2018

Requesting Department Concurrence:

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

Dated: 4/19/18

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: _____

Dated: _____

Board of Supervisors
"County"

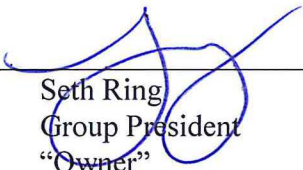
Attest:
James S. Mitrising
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

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

By: Toll West Coast LLC
a Delaware limited liability company
its General Partner

By:  _____
Seth Ring
Group President
"Owner"

Dated: 3/30/18

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 Orange

On 3/30/18 before me, Heidi Ferguson Notary Public
(here insert name and title of the officer)

personally appeared

Seth King

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 Heidi Ferguson



(Seal)