

**SECOND AMENDMENT TO FUNDING, CREDIT AND REIMBURSEMENT
AGREEMENT BETWEEN WEST VALLEY, LLC
AND THE COUNTY OF EL DORADO**

THIS SECOND AMENDMENT TO FUNDING, CREDIT AND REIMBURSEMENT AGREEMENT (this "**Amendment**") is dated for reference purposes only as of September __, 2016, by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("**County**"), and **WEST VALLEY, LLC**, a California limited liability company ("**Developer**").

RECITALS

WHEREAS, County and Developer entered into that certain Funding, Credit and Reimbursement Agreement effective as of November 21, 2005 (the "**Credit and Reimbursement Agreement**") concerning Developer's funding obligations related to certain improvements, including the Silva Valley Parkway Interchange and related improvements, improvements to Latrobe Road and the US 50/Latrobe/El Dorado Hills Boulevard Interchange, and the County's application of credits against applicable fees and provision of reimbursements to Developer, all as more particularly described in the Credit and Reimbursement Agreement.

WHEREAS, the County and Developer entered into the First Amendment to the Credit and Reimbursement Agreement effective as of February 13, 2012 to address the County's addition of an Age-Restricted Single Family and Multi-Family Housing category to its Traffic Impact Mitigation Fee Program and to address future decreases in the County's Traffic Impact Mitigation Fee rates.

WHEREAS, County and Developer desire to amend the Credit and Reimbursement Agreement a second time to modify the timing for the County's reimbursement payments to Developer relative to Developer's contributions toward the Condition 26 Improvements (or the Silva Valley Parkway Interchange) as set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Recitals; Defined Terms; Effective Date**. The foregoing recitals are true and are incorporated herein by this reference as though set forth in full. Unless otherwise expressly defined herein, all initially-capitalized terms used herein shall have the meanings ascribed to them in the Credit and Reimbursement Agreement. For purposes of this Amendment, the date on which the last party executes this Amendment and delivers it to the other party shall hereinafter be referred to as the "**Effective Date**."

2. **Modified Timing for Reimbursement Payments.** Section 6 of the Credit and Reimbursement Agreement currently provides that the County shall provide reimbursement payments to Developer for Developer contributions toward the cost of the Condition 26 Improvements once the project has been accepted as complete by the County Board of Supervisors, with payments being made on an annual basis no later than March 1st each year until paid in full. The parties hereby amend Section 6 of the Credit and Reimbursement Agreement to provide that following the acceptance of the project as complete by the County Board of Supervisors, the County shall make reimbursement payments to Developer no less frequently than on a quarterly basis. To that end, the last paragraph in Section 6 of the Credit and Reimbursement Agreement shall be amended to read as follows:

Contribution shall be reimbursed from cash receipts collected according to the 30% reservation described above. Reimbursement payments shall be made for those costs where project has been accepted as complete by the County Board of Supervisors with payment commencing on the fifteenth day of the month following the month during which the County Board of Supervisors accepts the project as complete. Subsequent reimbursement payments shall be made no less frequently than on the fifteenth day of the following fiscal quarters, based on a July 1 to June 30 fiscal year (i.e., on July 15, October 15, January 15, and April 15) until paid in full. The amount of each payment will reflect the balance in the two set aside reserves, subject to the County's reservation of funds needed for outstanding project costs, as of the last day of the immediately preceding payment interval (e.g., monthly or quarterly) up to the outstanding advance balance with County maintaining the equal distribution between the two funds. In the event the fee program is restructured, the 30% set aside obligation shall be funded according to the structure of the new fee program.

3. **Conflict.** This Amendment is and shall be construed as a part of the Credit and Reimbursement Agreement. In case of any inconsistency between this Amendment and the Credit and Reimbursement Agreement, the provisions containing such inconsistency shall first be reconciled with one another to the maximum extent possible and, then to the extent of any remaining inconsistency, the terms of this Amendment shall be controlling.

4. **Force and Effect.** Except as set forth in this Amendment, the terms and conditions of the Credit and Reimbursement Agreement shall remain unchanged and in full force and effect.

5. **Counterparts; Authority.** The parties agree that this Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The parties further represent and warrant that each natural person who is executing this Amendment on its behalf has the full power and authority to execute this Amendment and to bind it to the terms hereof. All executed counterparts shall constitute one agreement and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the dates set forth below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

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

By: _____

Dated: _____

-- DEVELOPER --

WEST VALLEY, LLC,
a California limited liability company

By: Lennar Communities, Inc.,
a California corporation,
Non-Member Manager

By: _____

Dated: _____

Name: _____

Its: _____