

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

THIS SEVENTH 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 **SILVER SPRINGS, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 2999 Oak Road, Suite 400, Walnut Creek, California 94597 (hereinafter referred to as "Owner"); concerning **SILVER SPRINGS, UNIT 1** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 26th day of September, 2006.

RECITALS

WHEREAS, County, and Owner entered into that certain Subdivision Improvements Agreement on September 26, 2006, in connection with the Subdivision, thereafter amended on July 17, 2007, April 6, 2010, May 14, 2013, November 5, 2013, September 16, 2014, and October 13, 2015, copies of which Agreement, as amended, 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 September 24, 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 September 24, 2017;

WHEREAS, the parties hereto desire to amend the Agreement to update one of County's notice recipients;

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 Seventh Amendment to read as follows:

Section 3 is amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before September 24, 2017.

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 Agency
Transportation Division
2850 Fairlane Court
Placerville, CA 95667

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

County of El Dorado
Community Development Agency
Transportation Division
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:

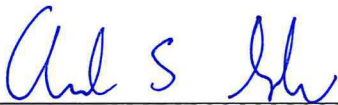
Silver Springs, LLC
c/o The Cambay Group
2999 Oak Road, Suite 400
Walnut Creek, California 94597

Attn.: William C. Scott, Jr.
Chief Financial Officer

or to such other location as Owner directs.

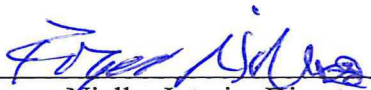
Except as herein amended, all other parts and sections of that certain Agreement dated September 26, 2006, as thereafter amended, shall remain unchanged and in full force and effect.

Requesting Division and Contract Administrator Concurrence:

By: 
Andrew S. Gaber, P.E.
Deputy Director
Development/ROW/Environmental
Community Development Agency

Dated: 11/3/2016

Requesting Department Concurrence:

By: 
Roger Niello, Interim Director
Community Development Agency

Dated: 11/3/16

IN WITNESS WHEREOF, the parties hereto have executed this Seventh 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: 
Ron Mikulaco
Chair
Board of Supervisors
"County"

Dated: 11/10/16
Board Date: 10/13/15

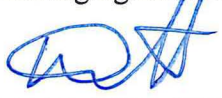
Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 11/10/16
Board Date: 10/13/15

--SILVER SPRINGS, LLC--
a California Limited Liability Company

By: Sorrento, Inc.
a California Corporation
its Managing Member

By: 
William C. Scott, Jr.
Chief Financial Officer
"Owner"

Dated: 10-25-16

Notary Acknowledgment Attached

CALIFORNIA ALL-PURPOSE 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 Contra Costa)

On October 25, 2016 before me, Jennifer D. McCulloch, Notary Public, personally appeared William C. Scott, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person 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

Jennifer D. McCulloch



(Seal)

Jennifer D. McCulloch
Certified Notary Public-California
Commission #2107771
Contra Costa County
My Comm. Expires April 19, 2019