

**ORIGINAL**

**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 **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 2** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 25th day of April, 2006.

**RECITALS**

**WHEREAS**, County, and Owner entered into that certain Subdivision Improvements Agreement on April 25, 2006, entered into the First Amendment to the Agreement on January 13, 2009; entered into the Second Amendment to the Agreement on June 30, 2009; entered into the Third Amendment to the Agreement on June 10, 2014; entered into the Fourth Amendment to the Agreement on August 12, 2014; entered into the Fifth Amendment to the Agreement on May 19, 2015; and entered into the Sixth Amendment to the Agreement on April 13, 2016 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 April 25, 2017, 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 April 25, 2019;

**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 Seventh 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 2 is amended to read as follows:**

2. Complete the Subdivision improvements contemplated under this Agreement on or before April 25, 2019.

**III. Section 25 is hereby amended to read as follows:**

25. 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 April 25, 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 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: 

Dated: 5/15/2018

Board of Supervisors  
"County"

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

By:   
Deputy Clerk

Dated: 5/15/2018

-- 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 L Ferguson Notary Public  
(here insert name and title of the officer)

personally appeared

Seth Riney

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 L Ferguson



(Seal)